



1st February 2020 – 31st January 2021

Insurance Benefits for Members of The British Association of Sport Rehabilitators & Trainers



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Section 1: Introduction

Introduction

The British Association of Sports Rehabilitators and Trainers (BASRaT) provide eligible members with:-

- **Medical Professional and Public Liability insurance underwritten at Lloyds via MPLC Limited, and**
- **Criminal Prosecution Defence insurance (for UK members only) underwritten by Markel Insurance**

The policies are renewed annually by BASRaT on 1st February each year, and members that require evidence of their Medical Professional and Public Liability insurance should contact BASRaT at basrat.org@gmail.com.

This Summary is for general guidance and information only. Members are advised to read the full policy Terms & Conditions available on-line from either BASRaT's own website or the Brokers website www.graybrook.co.uk/basrat-members.

The Summary is not intended to be exhaustive and does not in any way alter the Terms & Conditions of the policy. In the event of any conflict, the Terms & Conditions of the policy will take precedence over this Summary.

Members are strongly advised to ensure the covers provided are adequate and appropriate for their Professional requirements and to either exercise any additional options, or purchase supplementary insurances for risks not catered for under the BASRaT Members' Block Schemes.

If you are unsure whether the cover provided in this Summary document meets your own particular circumstances or needs, you should seek your own legal and/or insurance advice before proceeding with any particular course of action.

Section 2: Medical Professional & Public Liability Insurance

Who benefits from this insurance?

The policies are designed as a benefit of BASRaT membership, so in general would apply to all current members in the appropriate membership categories including:-

- Qualified graduate members ordinarily resident in the United Kingdom, Northern Ireland, the Isle of Man, Channel Islands or the Republic of Ireland (please note the Criminal Prosecution Defence cover does not apply to Irish members).
- Non practicing graduates or Allied health professionals (but only in respect of Run-off cover for claims arising from their previous work as a full graduate member).

Scope of Activities insured

Activities within BASRaT role delineation.

Additional Activities

Members are also covered to perform the following activities provided their qualifications have been approved by BASRaT, declared to insurers and any extra premium paid, provided the income from such activities do not exceed 50% of the member's total annual earnings:-

- Acupuncture
- Dry Needling
- Provision of Orthotics
- Physiotherapy (subject to additional charge)

Members requiring cover for any of the additional activities above must declare them to BASRaT with details of their qualifications and confirmation of HCPC or other regulatory registration where applicable.

Members may apply to the scheme brokers for cover in respect of any other activities for which separate insurance is required.

Territorial Limits

The cover applies to insured activities undertaken in the United Kingdom, Northern Ireland Channel Islands, the Isle of Man and the Republic of Ireland.

International Cover

The policy permits members to work outside of the above territories for up to a maximum of 180 days in any 12 month period subject to the following conditions and restrictions:-

- Where required members must comply with any local regulatory or statutory obligations to practice legally in any overseas territory (members working for the UK Ministry of Defence are not required to meet this proviso for the treatment of UK nationals on MoD Sovereign bases, nor does this requirement apply to members accompanying British teams, clients or other British based organisations where they have been retained solely to provide insured services for their own needs).
- There is no cover provided for any work undertaken in Australia except whilst visiting with individual British based clients, British based teams, British based athletes or other British based entities which retain the member for the provision of insured services for their own needs only. For the avoidance of doubt such British based organisations may also include other nationals.
- There is no cover under the policy for any claim brought within Australia (or any Court within Australian jurisdiction) regardless of the claimant's nationality and regardless of where in the World they were treated.
- No cover applies in the USA or Canada for any insured services provided to any US or Canadian national.
- No cover is included within this policy for any claim brought within the USA or Canada (or any Courts within their jurisdiction) regardless of the nationality of the claimant and regardless of where in the World they were treated.
- It is the member's responsibility to comply with any local regulatory or statutory obligation which may exist in overseas territories.
- Members emigrating to a foreign country should take out appropriate insurance locally before beginning to practice as the BASRaT cover only applies to members ordinarily resident in the United Kingdom or the Republic of Ireland.
- Members intending to work for longer than 180 days in any 12 month period outside of the United Kingdom will need to arrange separate insurance. Members deployed by the UK Ministry of Defence are not subject to the 180 day international limitation.

- Members intending to work overseas or provide services via the internet or undertake lecturing or study tours, must check the registration requirements of the country they intend to visit or in which the services are to be provided to establish whether registration with any local regulator is a requirement.

Failure to meet any obligation to practice legally will invalidate the member's cover under this policy.

What is Covered?

Medical Malpractice, Professional and Public Liability insurance for claims arising within the scope of BASRaT's role delineation or other declared and approved additional activities, and notified during the currency of the policy.

Insurer

The policy is underwritten by Certain Syndicates at Lloyds on behalf of MPLC Limited

Insurance Period

The current policy runs from the 1st February 2020 to 31st January 2021

Policy Reference Number

UMR 18B/00005727/00 attaching to Delegated underwriting Contract Number B0621PF33113319

Basis of Cover

The policy covers claims during the period of insurance for which Members become legally liable to pay as compensation in respect of death, bodily injury, mental injury, illness or disease of any patient caused by any actual or alleged negligent acts, error or omissions committed within the BASRaT role delineation or from any other activity insured by this policy or during the performance of a Good Samaritan Act.

Cover is also provided in respect of accidental death or injury to any other person or accidental loss or damage to tangible property caused by a member and arising within the course of an insured activity, (other than by the provision of treatment or advice).

Membership Requirements

Membership of BASRaT must be held both at the date of any incident and the date of claim.

Limits Insured

The limit for **each member** is up to **£5,000,000** for any one claim and in total for all claims in any period of insurance (inclusive of costs and expenses). Members have individual options to insure for higher amounts (www.graybrook.co.uk/basrat-topup). Members should be aware it is their own responsibility to meet any shortfall to the limits insured, or arrange extra insurance to meet their own particular needs and circumstances.

The following aggregate annual sub-limits also apply to each member in respect of the following claims during each period of insurance:

Breach of Professional Confidentiality

Sub-limit £250,000

Provides cover to Members for claims resulting from Breach of Confidentiality. This includes information known to Members by virtue of their relationship with patients, which should not be disclosed to third parties without the patient's prior consent.

Defence Costs for Infringement of the Data Protection Act and GDPR

Sub-limit £100,000

Provides members with the Defence costs incurred with insurer's prior consent, relating to any allegation of any infringement of the UK Data Protection Act 2018 and the General Data Protection Regulations 2016/679, and other specified Data Protection laws.

Internet Activities

Sub-limit £5,000,000

Caters for claims arising from the advice, diagnosis or treatment given, or information of any type published or promoted by Members within the BASRaT role delineation that relates to their individual scope of practice over the internet, or via any computer or any electronic system accessible outside of the Members' own premises.

This extension includes Skype based services on a global basis, but members should be aware of the geographical restrictions which apply to this policy, whether services are delivered via the internet or otherwise.

Loss of Documents

Sub-limit £250,000

Provides cover for Members where they become legally liable to pay damages resulting from loss of patient's medical records and documents (other than documents which have monetary value) entrusted to Members within their scope of practice by any patient including deeds, wills, plans, letters and certificates. The cover will also include the cost of restoring or replacing such documents.

Libel & Slander

Sub-limit £250,000

This extension includes cover for Members where they become legally liable to pay damages for libel or slander claims committed without animosity. Members should be aware that these do not include libel or slander arising from:-

- any communication or contribution to the press or media unless previously vetted and approved by a Solicitor or a Lawyer
- any libel or slander committed or alleged to have been committed against professional adversaries or business competitors (however, this exclusion does not apply to Members acting as an Expert Witness).

Pure Economic Loss

Sub-limit £5,000,000

This extension provides cover for Members who become legally liable to pay damages resulting from claims for pure economic loss *not associated* with any death, bodily injury, mental injury, illness or disease or damage to property and arising out of the Members negligence within the scope of physiotherapy practice.

Key Exclusions include:

- Infringement of copyright, design, trademark or passing off insolvency, fraud or dishonesty
- Any liabilities assumed under contract (unless such liabilities would have attached in the absence of such contract)

(Please refer to the policy wording for full details of these and other exclusions that apply to this section)

Product Liability

Sub-limit £5,000,000

Covers Members where they become legally liable to pay damages for claims arising from death, bodily injury, mental injury, illness or disease of any patient arising from the supply of products to such patients within the BASRaT role delineation.

Key Exclusions include:-

- Damage caused to the product itself
- Repair, reconditioning, modification or replacement of any product
- Costs of recall of any product
- Sale or supply of products other than to the Members' own patient
- Any failure to take reasonable precautions to prevent injury or damage

Members are strongly advised to read the policy wording for full details of all the Terms and Conditions that apply.

The above are only brief summaries of the key features and are included for illustrative purposes only.

Run-off Cover

When Members have ceased to practice either through retirement or for other reasons, the current policy will continue to insure their previous work subject to the following provisions:-

- Any claim is made during the Policy Period
- Claims relate to an activity insured by this policy undertaken during the period of BASRaT membership
- Membership of BASRaT is held at the date of claim

- The member is not entitled to indemnity elsewhere and otherwise complies with the policy terms and conditions.

Key Exclusions

The following list of exclusions in the MPLC policy is not exhaustive and is for illustrative purposes only. Full details of all exclusions are contained in the current policy wording, a copy of which may be viewed online or downloaded from www.graybrook.co.uk/basrat-members.

The cover excludes:

- Claims occurring outside of the territorial limits insured, or for longer than permitted in respect of international work or for claims brought within uninsured territories
- The treatment of certain Professional Footballers (see Appendix 1 for details)
- Any claim relating to activities undertaken prior to membership of BASRaT
- Claims arising from non-insured activities
- The vicarious liability of members who employ or engage a practicing Sports Rehabilitation graduate who is not a BASRaT member
- Claims which are covered by other insurance policies or indemnity arrangements
- Claims arising during periods where the member was practicing illegally or without a licence to practice (where applicable)
- The treatment of animals
- Claims against Members made in their capacity as a Director or Officer of any organisation
- Any liability assumed under Contract which goes beyond the duty to use such skill and care as is usual in the conduct of the Members' profession
- Any claim arising from allegations of actual or attempted sexual relation(s), sexual contact or intimacy, harassment or exploitation
- Claims arising from clinical trials or research projects (unless approved by or conducted in accordance with any conditions or approvals made by properly constituted ethics committees)
- Any claim involving infringement of copyright, patent, registered design, trademark or passing off and/or other intellectual property rights
- Any fines, penalties, punitive, aggravated or exemplary damages
- Any claim brought against any employer except where the employer is an entity solely owned by a BASRaT member and the claim relates to that member's own negligence subject to (a) BASRaT membership at the date of incident and (b) subject otherwise to the terms and conditions of the policy

- Any claim arising from the negligence, error or omission of any firm or corporate entity formed by Members, except entities:
 - Formed as a sole trader private limited company wholly owned by a BASRaT member, and where the BASRaT member is the only practitioner engaged in the business, the business only provides services within the BASRaT role delineation and the claim relates to the member's negligence. Businesses must be based and registered in Great Britain, Northern Ireland, Channel Islands or the Isle of Man
- Any deliberate or wilful misconduct, dishonest, fraudulent or criminal act or any activity whilst the Member is under the influence of intoxicants or narcotics
- For the avoidance of doubt Members who are also Medical Practitioners are covered, but only for claims which arise from their practice as a BASRaT member within the BASRaT role delineation
- Any Member residing permanently overseas.
- No cover is provided in respect of any Fitness to Practice enquiry or hearing
- This policy does not provide cover for any employment related disputes
- The policy does not cover claims against members by anyone under a contract of service or apprenticeship with the member, or under the member's supervision, or for any breach of any obligation owed by members as an employer
- The policy excludes any liability associated or connected with motor vehicles, trailers, aircraft, watercraft or hovercraft

Insurance for Members' Principals

A Principal is a person or organisation that engages a BASRaT Member to provide services within the BASRaT role delineation. The policy provides cover for such principals but only to the extent that:-

- Any claim arises solely from the negligence of the BASRaT Member and results from an activity within their scope of practice
- The cover does not extend to Principals where the Member is employed as an employee, except where
 - the Principal is an organisation owned 100% by the BASRaT Member and
 - The Member is the only practitioner and
 - Any claim arises only from the Member's own negligence (or the negligence of any Locum BASRaT Member engaged to cover the temporary absence)

This policy does not otherwise provide cover for the negligence of Member's Principals or Corporate Entities and such organisations should purchase their own separate policy for the services delivered.

Demonstration and Tuition

The term 'patient' shall be deemed to include any person who is acting as a patient for demonstration and/or tuition purposes, subject otherwise to the policy terms and conditions.

Notable Conditions

- Members must maintain at all time accurate and descriptive records of all services provided and equipment used
- Records must be retained for at least six years
- Members must hold valid licences to practice where relevant
- Members must disclose to insurers any material circumstances prior to the start of this insurance and at all times during the currency of the policy. A matter is material if it would influence the judgement of the insurers as to whether to accept the member as a risk or to affect terms on which insurance is granted. Policy cover may be invalidated or restricted if the member fails to provide any known material circumstances

Section 3: Claims Notification and Advice

Any circumstances giving rise to a potential claim under this policy must be notified to the Brokers as soon as reasonably practical on 01245 321185, or by email enquiry@graybrook.co.uk, or by post to Graybrook Hallam, 8 Chandlers Way, South Woodham Ferrers, Essex CM3 5TB.

Members may also access the 24/7 Legal Helpline which provides access to an out of hours emergency telephone advice line, allowing members to obtain guidance on any medico legal query from Kennedys Law. Contact details are available from the policy document available online or as a download from www.graybrook.co.uk/basrat-members.

Section 4: Optional Insurances

Top-up Options

Eligible Members may increase their own personal level of cover under the BASRaT Scheme to either £7.5 million or £10 million. Application forms and details from www.graybrook.co.uk/basrat-topup.

Sports Massage cover for BASRaT Students

Student members qualified to practice sports massage may apply for Professional Liability insurance at discounted rates. Click the link for application forms and details of cost. This option does not apply to Irish students practicing sports massage in the Republic of Ireland. Details available from www.graybrook.co.uk/basrat-students.

Non-Delineation Activities

Members may purchase separate insurance to cover other healthcare work outside of their BASRaT Scope of Practice. Please call one of our professional advisers on 01245 321185 to discuss or email your details to enquiry@graybrook.co.uk.

Clinic Insurance

Members operating a Clinic or Rehab Centre or employing staff or supervising students, will require additional insurances. Please speak to one of our advisers on 01245 321185 or submit details to enquiry@graybrook.co.uk for advice on the additional covers required.

Business Liability

Members practicing in partnership with others or trading through a private limited company may require separate insurance. The BASRaT Scheme is designed for the protection of individual members rather than corporate entities and members should therefore discuss their corporate requirements with us on 01245 321185 or submit details to enquiry@graybrook.co.uk.

Locum Insurance

This separate cover protects members against the cost of employing temporary locums in the event of illness or injury. Details available from www.graybrook.co.uk/locum.

Section 5: Criminal Prosecution Defence Insurance

Insurer – Markel International Insurance Co. Ltd

Who is Insured? – Anyone holding UK BASRaT membership at the date of any incident giving rise to a claim, and on the date of claim. (This cover is currently **not available to Irish members or prosecutions brought against members in the Channel Islands, the Isle of Man or elsewhere outside of the United Kingdom**).

Period of Insurance – 1st February 2020 – 31st January 2021

Cover – Legal Expenses up to the limit insured where there is a better than 51% prospect of defending criminal prosecutions including appeals and representation at interviews under caution but excluding:

- Any allegation relating to or arising from investigations by HMRC;
- Any allegation of offences against the person, including offences of a sexual nature unless the member maintains a not guilty plea throughout the course of their defence;
- Any allegation of domestic violence;
- Any allegation of criminal damage;
- Any allegation of dishonesty unless the member maintains a not guilty plea throughout the course of their defence;
- Any allegation of non-endorsable road traffic offences except tachograph prosecutions and weight prosecutions;
- Any allegation of driving whilst under the influence of alcohol and/or drugs, or speeding;
- Any allegation of failure to insure a motor vehicle as required by law;
- Where the member is arrested and does not attend the interview under caution as a volunteer
- Where the Claim relates to an incident that occurred prior to the Retroactive Date
- Fines or other penalties imposed by a Court of Tribunal

- Any Claim arising from: the member's intentional wrongdoing; or an act or omission with negligent disregard as to its consequences
- Any dispute or legal proceedings arising out of breach or alleged breach of confidentiality or passing off whether related to intellectual property or not
- Any dispute or legal proceedings arising out of or in connection with actual alleged defamation or malicious falsehood

Limit of Indemnity - £100,000 any one claim and in total for each member in any period of insurance.

Territorial Limits – This policy only covers prosecutions brought in a UK Criminal Court (excluding The Channel Islands and the Isle of Man).

Basis of Cover – Claims made – the policy must be current on the date of claim

Retroactive Cover – Incidents or circumstances which occurred prior to commencement of this policy which pre-dates BASRaT membership are excluded, whichever date is the later.

Legal Helpline – Available 24/7 – see policy for details (please have your membership details available)

Claim Notifications – Members must contact the Legal and Claims helplines contained in the policy document to notify any potential claim at the earliest possible date. Members must comply with the policy terms and conditions and obtain the insurers consent before incurring any legal expenses or instructing their own legal representatives. Claims will only be considered where the member maintains a not guilty plea and there are reasonable defence prospects.

Please contact the scheme brokers for further information and guidance on 01245 321185 or enquiry@graybrook.co.uk

Section 6: Insurance Broker Services

The schemes are administered and managed on behalf of BASRaT by Graybrook Hallam, a specialist healthcare liability insurance broker, which is authorized and regulated by the Financial Conduct Authority under authorization number 1632840.

Contact Details:

Graybrook Hallam

8 Chandlers Way,

South Woodham Ferrers,

Essex, CM3 5TB

email: enquiry@graybrook.co.uk

website: www.graybrook.co.uk/basrat-members

Tel: 01245 321185

Fax: 01245 322240

Section 7: Claims Notification

No admission offer or promise of payment to be made without written consent of the insurers. Members must notify claims in writing to the Brokers below as soon as possible in respect of any event which may give rise to liability under this policy with full particulars of such event.

Graybrook Hallam
8 Chandlers Way
South Woodham Ferrers
Essex CM3 5TB

Tel. 01245 321185
Email: enquiry@graybrook.co.uk
Website: www.graybrook.co.uk
Fax No. 01245 322240

Section 8: Complaints

Whilst all reasonable care has been taken in compiling the BASRaT Insurance Schemes, any complaint should be directed to:-

Andrew Hall
Graybrook Hallam
8 Chandlers Way
South Woodham Ferrers
Essex CM3 5TB

Section 9: Terms of Business

The Company's Terms of Business is available by following the link 'Our Terms of Business' contained in the Brokers website www.graybrook.co.uk or on request.

Section 10: Privacy Notice

Details of how we manage and protect member's personal data can be seen at www.graybrook.co.uk/privacy.

Section 11: Financial Conduct Authority

Graybrook Hallam is a Trading Name of James Hallam Limited which is authorised and regulated by the Financial Conduct Authority (FCA) under Registration number 1632840. Members can check this on the FCA Register by visiting www.fca.gov.uk/register or by contacting the FCA on 0845 606 1234.

Section 12: Policy Documents

Copies of the full policy wordings including the terms and conditions are available upon request, or by visiting the BASRaT website www.basrat.org or www.graybrook.co.uk/basrat-members. Members unable to access the internet may request copies of all documents to be delivered by post.

The policies also include guidance for the reporting of claims.

Appendix 1

Treatment of Professional Footballers Exclusion

Treatment of Professional Footballers Exclusion

As from the 1st July, 2016 the Professional Liability policy excludes any treatment or medical services provided by any Member who a) is contracted to or is otherwise working for a [Defined Club](#) (as a full-time or part-time employee, independent contractor or consultant or in any other capacity or b) who otherwise promote their services to a [Defined Club](#) or a [Professional Footballer](#).

This exclusion shall also apply to any Member engaged by any other Football Club or Team which is not a [Defined Club](#) whilst any [Professional Footballer](#) is on loan from a [Defined Club](#).

This exclusion shall not apply to disability football teams or Good Samaritan Acts.

Definitions

[Professional Footballer](#): a) any male football player aged 16 years or over and whose part-time or full-time earnings whether direct or indirect are derived from playing football and b) plays football for or in connection with any [Defined Club](#). This definition includes:

- first team players or reserve players and any junior team players, trialists and academy players
- players on loan to a [Defined Club](#)
- players on loan from a [Defined Club](#) to any football team or club (whether a [Defined Club](#) or not)
- any other football player employed by or apprenticed or otherwise contracted to or engaged by or playing under the patronage of or otherwise in association with a [Defined Club](#) including for the avoidance of doubt branded soccer schools or

c) any [professional footballer](#) regardless of age when selected (and only in and to the extent of their capacity) as a squad member or player for any national or international football team of any country including but not limited to participation in competitive or friendly matches at senior or junior level (age related or otherwise) training regimes or any other official activity relating to their national or international duties.

[Defined Club](#): Any national or international professional association football team or any football club playing in any of the top two professional football divisions of England (currently known as the English Premiership and Championship Divisions), Scotland (currently known as the Scottish Premiership and Championship Divisions), Republic of Ireland or any other country (other than clubs playing in the football leagues of Wales, Northern Ireland, the Channel Islands or the Isle of Man).

For the purpose of this exclusion, a football club which is promoted to any of the top two professional football divisions to which this exclusion relates shall be deemed to be a [Defined Club](#) with effect from 00.01 a.m. on the date of the first official league game of the relevant division following the clubs promotion and a [Defined Club](#) that is relegated from the two divisions shall cease to be a [Defined Club](#) at 00.01 a.m. on the day of the first league game in the division to which the club has been relegated.

All other terms, conditions and exclusions remain unchanged.