

Medical Professional Liability Proposal Form for
Limited Companies and Partnerships owned by
Members of the Chartered Society of Physiotherapy

- As a regulated activity and in compliance with Financial Services Regulations, please tick this box to confirm that you have reviewed the cover you are purchasing.
- By ticking this box, you have confirmed that you have read and understand the contract of insurance (the master policy wording) that you are entering into. There is a copy of the members' policy wording providing full details of the terms and conditions together with a PLI summary on the Brokers website www.graybrook.co.uk/csp-members.

Cover: The insurance to which this application form relates is an extension to the CSP's Medical Professional Liability policy issued on a Claims Made basis in accordance with the terms and conditions of the policy currently arranged by MPLC. An information sheet and Guide to Insurance Cover and Options for Physiotherapy Businesses is available on request from the Brokers on 01245 321185 or as a download from www.graybrook.co.uk/business-liability.

This cover does not include Public Liability Insurance for which separate cover is strongly recommended

Name of Organisation to be Insured:

(If a Partnership please include the full names of each partner)

Address:

Postal Code:

Telephone:

Email:

Website:

Status of Organisation:

- LLP Partnerships comprising CSP members only
- Private Limited Companies where each Director/Shareholder is a CSP member
- Please state details of your organisation if other than the above

Turnover for last Financial Year:

£

(for new organisations, please enter the projected turnover for the next 12 months)

Date Business Established:

Business Description: For the purpose of this insurance, only activities within the Scope of Physiotherapy practice will be insured.

Number of Physiotherapy Employees:

(all must retain CSP Membership and HCPC registration)

This policy does not cover your liability to employees for which separate cover is strongly recommended

Date Cover to Start:

(cover cannot commence until payment received and this proposal Form has been accepted by underwriters)

Retroactive Cover:

Is cover required for your previous work ? **YES / NO**

If **YES** please advise:

(a) Name of insurer

(b) Expiry date of policy

(c) Retroactive Date contained in policy _____

(evidence of previous insurance may be requested). In absence of appropriate continuous insurance it may not be possible to provide cover for previous work.

Significant Exclusions:

This insurance contains significant exclusions relating to the treatment of Professional and International Footballers, and acupuncture when used for fertility treatment details of which are available from the CSP or the Brokers whose details are below.

Limits of Indemnity:

Please select the limit of cover you require from the options below:-

£7,500,000 any one claim (including costs and expenses) with a limit of £10 million in the annual aggregate for all claims in any period of insurance (including costs and expenses)

or

£10,000,000 any one claim (including costs and expenses) with a limit of £10 million in the annual aggregate for all claims in any period of insurance (including costs and expenses)

(Premiums quoted include insurance premium tax at the prevailing rate)

IMPORTANT CONDITIONS

To be eligible for this insurance the following conditions apply:-

- All Partners and Directors must be CSP members (both on the date of any incident and the date of claim)
- All practicing Physiotherapists employed or otherwise engaged by the organisation must be CSP members and retain HCPC registration at the date of any incident giving rise to a claim under this policy

Claims History

You must list below (or on a separate sheet) all claims made against the organisation or any individual Director of Partner during the last 10 years whether insured or not. The amount of claim should include all associated legal costs. Details should include a description of the incident, the date of occurrence, the date of claim, name of the claimant and the amount of any final settlement (or current outstanding reserve if a claim is currently open). **If there are no claims to declare, please state 'none' in the box below.**

Details of Claim(s) **If there are no claims to declare, please state 'none' in the box below**

You must bring to the attention of Insurers any material fact that arises between submitting this form and date of the commencement of the insurance.

Failure to provide all material facts may cause the contract of insurance to be void and may result in insurers repudiating liability entirely. A material fact is any information which may alter the judgement of an insurer in assessing the risk.

DECLARATION

The Underwriters will rely upon the material statements and information supplied in the Proposal and therefore it is important that every matter which is known or ought reasonably to be known by the Insured and that a reasonable person in the circumstances could be expected to identify as relevant and/or material to the risk being insured are disclosed in the Proposal before this policy is entered into and at any renewal, extension, variation or reinstatement of the policy.

In the event of any material changes during the Policy Period, such as a change in qualification or role, it is important that these material changes are notified to the Underwriters immediately in writing, as these changes will affect the coverage provided by this policy.

In the event of unintentional non-disclosure, the Underwriters may at their absolute discretion refuse to cover additional exposure to that which was disclosed; or charge a reasonable additional premium; or avoid the contract.

In the event of intentional or fraudulent failure to comply with the duty of disclosure, or fraudulent misrepresentation to the Underwriters, the Underwriters may avoid the contract.

Acceptance of Terms

Upon acceptance of the Underwriters' terms and conditions, it is important that the premium is paid in accordance with the payment terms, as non-payment of the premium will result in the Policy being declared void from its inception date.

Waived Recourse Rights and Rights of Subrogation

This Policy includes a provision that will exclude or limit Underwriters' liability in respect of loss where you are a party to an agreement that excludes or limits your rights to recover damages from a person in respect of that loss. Underwriters refer you specifically to clause 4.4 of the Policy wording.

Legal Notices

EU Residents: The parties making this contract are free to choose the law applicable to this contract. Unless the Proposer indicates otherwise in the Proposal, the contract shall be subject to the law of the country of domicile of the Insured. In any event, the Proposer is advised that the Underwriters are subject to regulation by Lloyd's of London and ultimately by the Financial Conduct Authority in the United Kingdom.

Non-EU Residents: If the Proposer has requested and the Underwriters have accepted that this contract be subject to the laws and jurisdiction of the country of domicile of the Insured, then if any of the terms of the Policy are in conflict with any applicable statute, the Policy terms shall be deemed amended, in order to comply with the minimum provisions of such law.

This Proposal is not intended for use by residents of Australia or the United States of America or of any territories which are subject to the laws of the United States of America.

The MPLC is an underwriting intermediary licensed in Gibraltar by the Financial Services Commission under licence number FSC00659B. The MPLC has notified the FSC of its intention to provide cross border services in accordance with the requirements of the EU Insurance Mediation Directive. The MPLC's insurances underwritten by certain by underwriters at Lloyd's. For further information, please visit www.the-mplc.com

COMPLAINTS DECLARATION:

The MPLC aims to provide a first class professional service. Should you have any questions, concerns or complaints please contact your Insurance Broker or Advisor.

Alternatively, you may wish to contact The MPLC by writing to:

Managing Director

The Medical Professional Liability Company Limited

Regal House, Queensway, PO Box 1446, Gibraltar

In the event that you are unable to resolve the situation you may, in certain circumstances, contact the Policyholder & Market Assistance Department at Lloyd's.

Policyholder & Market Assistance,
Lloyd's Market Services,
One Lime Street, London EC3M 7HA
Tel No: +44 (0)20 7327 5693; Fax No: +44 (0)20 7327 5225; E-mail: complaints@lloyds.com

Finally, in the event that the Policyholder & Market Assistance Department is unable to resolve your complaint, it may be possible for you to refer it to the Financial Ombudsman Service (FOS) or other local dispute resolution body. Further details will be provided at the appropriate stage of the complaints process.

I declare that to the best of my knowledge or belief the particulars and statements given in this proposal and any other information provided in connection with this proposal are true and complete and this proposal, declaration and information shall be the basis of the contract between myself and the insurer. I consent to the processing of any sensitive personal data in order to administer and underwrite this policy. I agree to accept the insurer's standard form of policy and endorsements for this insurance. I confirm that all persons carrying out activities in accordance with the Business or Occupation as defined above are suitably qualified to do so. Please sign or type your full name in the space below to indicate your acceptance of this declaration.

FULL NAME:

TITLE/POSITION:

DATE:

Important Information

Personal Data

The insurer for policies underwriting this scheme is the MPLC Limited. The scheme is administered on their behalf by Graybrook Hallam.

To arrange and administer your policy MPLC and Graybrook Hallam will hold and use information supplied by you, in accordance with U.K. Data Protection Laws and General Data Protection Regulation (GDPR). Full information and your rights about the personal data we collect and process can be found in our Privacy Notice which is available on request and online at www.graybrook.co.uk. A copy of the Privacy Notice will also be included in your quotation/renewal pack.

Graybrook Hallam would also like to send you details from time to time of their other related insurance products/services which may be of interest and benefit to you. Please select if you wish to receive such details by:-

Post

Email

Telephone

Unless you select one of these options we will not be able to send information on any of our other insurance policies or services.

We will not sell or pass your information to other organisations for marketing purposes.

CUE - Insurers pass information to the Claims and Underwriting Exchange register, run by Insurance Database Services Limited (IDS Ltd). The aim is to help us to check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search the register. When you tell us about an incident which may or may not give rise to a claim, we will pass information relating to it to the register. You can ask for more information about this.

IPT - Insurance Premium Tax

The Finance Act 1994 requires us to levy Insurance Premium Tax at the prevailing rate on insurance premiums. For further information, please ask us.

LAW APPLICABLE

The parties to the policy have the right to choose the law applicable to the Policy. Unless the parties agree otherwise English Law shall apply

This Scheme is administered by:

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

Tel: 01245 321185

Fax: 01245 322240

Web: www.graybrook.co.uk - Email: enquiry@graybrook.co.uk

Graybrook Hallam is a Trading Name of James Hallam Limited which is authorised and regulated by the Financial Conduct Authority (FCA)

James Hallam Limited is registered in England.

Registered number 1632840.

Registered Office: 156 South Street, Dorking, Surrey RH4 2HF.



Broker at **LLOYD'S**

This scheme is underwritten by:

The MPLC Limited

The MPLC is an underwriting intermediary licensed in Gibraltar by the Financial Services Commission under licence number FSC00659B.

The MPLC has notified the FSC of its intention to provide cross border services in accordance with the requirements of the EU Insurance Mediation Directive.

The MPLC's Insurances are underwritten by certain underwriters at Lloyd's.

For further information please visit www.mplc.com

The Medical Professional Liability Company Ltd ("The MPLC") is an underwriting intermediary licensed in Gibraltar by the Financial Services Commission, under licence number FSC00659B. The MPLC's insurances underwritten by certain underwriters at Lloyd's or by Ironshore Europe Designated Activity Company. All indications, quotes, acceptances of proposals and issuances of policies are from The MPLC in Gibraltar.

In the event that your email communication to us includes personal data of third parties, including personal data in the special categories, you must ensure that you are compliant with your legal obligations arising from the EU General Data Protection regulation ("GDPR") or equivalent local legislation. A statement of these obligations on which we shall rely and the data processing carried out by the MPLC can be found at www.the-mplc.com/privacy.php.

This form should be returned to the scheme insurance brokers: