

PROFESSIONAL LIABILITY INSURANCE SCHEME FOR SPORTS MASSAGE PRACTITIONERS - SUMMARY OF COVER

This Commercial insurance policy is designed to meet the needs of professionals who wish to protect themselves in the event of civil liabilities arising from their professional activities.

CIVIL LIABILITIES

The policy provides cover in the event of civil (as opposed to criminal) liabilities arising from your Business as described on your certificate of insurance, and provides an indemnity to you/your organisation and any employees whilst acting on your behalf. It includes cover for your liability for the acts or omissions of any sub-contractors but will not (unless we have agreed in writing) provide an indemnity to sub-contractors. The policy combines cover that would be provided by Professional Indemnity, Public Liability, Libel & Slander and Product Liability insurances and covers any amount you may have to pay as compensation up to the limit(s) shown in your certificate.

LIMIT OF INDEMNITY

Your chosen limit applies to each and every event, but applies in the aggregate in any one period of insurance in respect of claims for pollution or contamination.

For the purposes of this insurance all claims arising as a result of any one occurrence, or all occurrences of a series attributable to one original cause will be regarded as a single claim.

Legal costs are payable by the insurers in addition to the chosen limit of indemnity.

There is no excess or deductible under this insurance.

The insurers for this product are AXA Insurance UK plc.

ADDITIONAL COVERS

In addition to civil liabilities, the policy provides the following covers:

Complaints Advice & Response and Disciplinary Hearings

- The policy includes professional assistance up to £800 to provide you with guidance in the early stages of a complaint made about you, or any person acting in connection with the business, to your professional body or other regulator. The intention of this cover is to help you submit a response to the complaint.
- In addition, the policy provides cover for representation at a disciplinary hearing by any professional regulator, including appeals against any judgement given

Legal Defence for Criminal Proceedings

The policy provides cover for legal defence following criminal proceedings regarding:

- Health and Safety at Work etc Act 1974
- Part II of the Consumer Protection Act 1987
- Part II of the Food Safety Act 1990
- Other criminal prosecution where such prosecution is likely to lead to a civil claim under this policy. A limit of £100,000 applies to this section.

Court Attendance Costs

If you are required to attend court as a witness in connection with a claim under this policy, the policy will reimburse the following amounts:

| | |
|---|--------------|
| The Insured or any Director or other official | £500 per day |
| Any employee | £250 per day |

Release of Confidential Information

Where you are required by a UK court or tribunal to disclose notes or information of a confidential nature not relating to a complaint or claim against you, the insurance will cover costs to assist with the preparation of arguments as to why they should not be released. In addition, where appropriate, the insurers will pay towards your costs in preparation of a report in lieu of releasing your notes. Cover under this section is limited to £5,000.

Public Relations Consultancy Fees

In order to minimise or prevent a potential claim against you, cover up to £25,000 is provided.

Fees Recovery

If a client refuses to pay your fees on the grounds of alleged negligence on your part and threatens a potential counter-claim, the policy will reimburse you with the cost of waiving your fees if this is judged by the insurers to be an effective means of resolving the matter and preventing a legitimate claim from arising.

Loss of Documents

Cover is provided up to a limit of £50,000 in respect of loss of or damage to documents held in trust by you and for which you are responsible.

WHEN DOES THE POLICY OPERATE?

The policy is issued on a 'claims made' basis, which means that cover applies when a claim is made against you irrespective of when the incident which gave rise to the claim is alleged to have occurred. Cover will apply to incidents which occurred prior to inception of this policy, as long as when you take out the insurance you are not aware of any such circumstances which could give rise to a claim.

RUN-OFF COVER

It is important to remember that the insurance can only respond to a claim if the policy is in force at the time the claim is made against you. If you cease to practise or trade by reason of death, retirement or career break, or cease to be a student, the policy will provide run-off cover free of charge for a period of three years immediately following the final period of insurance, providing you are insured as an Individual or as a Sole Trader Limited Company and you are not entitled to indemnity elsewhere.

You should contact us if you need run-off cover for a longer period, or if you are a Limited Company with more than one director, or in any other circumstances (e.g. if you purchase or acquire alternative cover elsewhere where no retroactive cover is provided for your previous work).

Student Members Cover (AM11)

The following conditions and covers apply to the policy where students are enrolled on a nationally recognised training course in Sports Massage Therapy.

Year 1 Students

Students with no qualifications in Sports Massage Therapy are subject to the following conditions

- (a) The training is carried out in a classroom environment where the student is supervised, or
- (b) the training is carried out whilst on an external placement or similar whilst working under the direct supervision of a qualified Sports Massage Therapist or person of equal professional status, or
- (c) the training is carried out whilst practising skills and techniques using hypothetical situations outside of the classroom where they are not meeting a need and where the student has access to a nominated supervisor who is a Sports Massage Therapist or person of equal professional status.

Provided that

in relation to (c) the student must obtain signed consent on a prescribed form from the person to whom the Student will be practicing, confirming they:

- understand and are aware the therapist is a student and is not to be paid for their services
- are aware that the student will be practicing skills and not meeting a need for them
- are aware of the contact details of a named supervisor who can be accessed with any queries
- are not aware of any contra indications before proceeding or in the case of potential contra indications being present, have written permission from a GP or other suitable health practitioner to undertake the student practice

Student Logs

All students are required to record each session which contains a full explanation of the techniques (which must not be outside the training that has been provided and signed off on their course to date) they have covered in each session including that body part on which they have practised.

Year One Students

All of the above provisions apply to students with no qualifications in Sports Massage Therapy.

Year Two Students

Students that have successfully completed training and are qualified to practice up to Level 3 Sports Massage (or equivalent) may apply to upgrade their individual Student Sports Massage insurance cover to include full practitioner cover to the level qualified. In respect of further training in Sports Massage all of the above provisions apply as for Year One students.

Year Three Students

Students that have successfully completed training and are qualified to practice up to Level 4 Sports Massage (or equivalent) may apply to upgrade their individual cover to the level qualified. Otherwise in respect of further training in Sports Massage, all of the above conditions apply as for Year One students except Condition (c).

Further it is a requirement that the student must log each session fully and record the full explanation of the techniques they have covered in the session including the body part on which they practised and these techniques must not fall outside what has been taught and signed off to date on their course

MAIN EXCLUSIONS

The policy does not provide any cover for the following:

Liability to Employees

Any injury to employees arising out of and in the course of their employment with you.
(If you have employees you should talk to us about Employers' Liability insurance.)

Liabilities which should be insured under other types of policy

Such as Motor Insurance or Employment Practices Liability

Business Risks

Such as contracts for supply of services to your business, your insolvency, trading losses, or pension & benefit schemes.

Deliberate Acts

Any intentional act, unless this is designed or intended to be part of the Professional Services provided

Controlling Interests

Any claim arising out of work for a business in which the insured has a controlling interest or is in a position to make a major policy decision on behalf of such business.

WHERE AM I COVERED?

The policy provides cover for you to work anywhere in the world (providing that you are working from a UK base) and includes work in America or Canada as long as you do not have premises in those territories (please refer to the policy for details).

This is a summary only of the cover, together with the main exclusions, and is provided so that you have sufficient details to enable you to make an informed choice. Please refer to the policy wording for full details, or contact us if there is anything specific you would like to discuss.

Please note the policy does not cover you to attend events for the purpose of carrying out First Aid in isolation. As our policy is only intended to cover First Aid when ancillary to sports massage, an event involving first aid in isolation may not be covered by this insurance, depending on individual circumstances. We strongly recommend that before agreeing to act as a paid or volunteer first aider, you confirm that the organiser has arranged cover to include you.

COMPLAINTS PROCEDURE

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints process

Initially, contact us to raise your concern with Graybrook Hallam

Tel: 01245 321185

Fax: 01245 322240

Email: enquiry@graybrook.co.uk

If your complaint is against AXA alone, we will pass your complaint to their nominated contact within 24 hours. This will also happen if we believe that we cannot resolve your complaint without the involvement of AXA or there is any query relating to the complaint. The complaints procedure of AXA will then apply.

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If your complaint is not resolved or you are not happy with the response and course of action proposed by AXA, you can progress your complaint to their Head Office, who will carry out a separate investigation on behalf of the Chief Executive.

AXA Insurance
Commercial complaints
AXA House
4 Parklands
Lostock
Bolton
BL6 4SD
Tel: 01473 205926
Fax: 01473 205101
E Mail: customercare@axa-insurance.co.uk

Timescales

We will acknowledge your complaint within 5 business days of it having been received by us and we will issue you with our final decision letter within 8 weeks.

What to do if you are still not satisfied

If you are still not satisfied Graybrook Hallam and AXA are regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service, and you may be able to refer your complaint to them. However, the Financial Ombudsman Service will not adjudicate on any cases where legal action has commenced or where a final decision has not been issued.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone: 0845 0801800
Email: enquiries@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above.

For your protection, telephone calls may be recorded or monitored.

This insurance is administered by:

Graybrook Hallam, 8 Chandlers Way, South Woodham Ferrers, Essex CM3 5TB
Tel: 01245 321185 Fax: 01245 322240

and underwritten by:

AXA Insurance UK plc
AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by
the Financial Conduct Authority and the Prudential Regulation Authority

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**