Medical Professional Liability Policy for Medical Establishments-United Kingdom

This is a “claims made” Policy which only provides cover in respect of Claims made against the Insured and notified to Insurers during the Policy Period and/or any reporting period.

Certain words and phrases have been specially defined for use in this Policy. These appear in bold type. Words importing the singular number shall include the plural and vice versa. The Policy and the Proposal shall be construed as one document. In the event of any conflict between this Policy and the Proposal, the Policy shall prevail.

This Policy has been underwritten by The Medical Professional Liability Company Limited (The MPLC) on behalf of certain Insurers at Lloyd’s. 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.

Concerns and Complaints
The MPLC aims to provide a first class professional service to its customers. Should you have any questions, concerns or complaints about your Policy or the handling of a Claim you should, in the first instance, contact your broker.

Alternatively, you may wish to contact The MPLC by writing to:
Managing Director
The Medical Professional Liability Company Limited,
Regal House, Queensway,
P.O. Box 1446,
Gibraltar.
Tel: +44 (0)20 3100 5151 / Fax: +350 20042239
Email: complaints@the-mplc.com

We will investigate your concern or complaint and you should expect to receive a response within 14 (fourteen) days. If additional time is required, we will let you know.

In the event that you are unable to resolve the situation you may, in certain circumstances, contact the Complaints Department at Lloyd’s.
Address:
Lloyd’s Complaints
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent
ME4 4RN
Tel No: +44 (0)20 7327 5693
E-mail: complaints@lloyds.com

Finally, in the event that the Lloyd’s Complaints 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 and can be found at:
Data Protection and Privacy

Who we are
The MPLC are a Lloyd's Coverholder identified in your contract of insurance and/or in the certificate of insurance.

The basics
We collect and use relevant information about you to provide you with your insurance cover and to meet our legal obligations. The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector.

Want more details?
For more information about how we use your personal information please see our full privacy notice, which is available online on our website www.the-mplc.com/privacy.php or in other formats on request.

Contacting us and your rights
You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us at:

The Medical Professional Liability Company Limited at either:

Regal House (Head Office) 20 St Dunstan’s Hill (Branch Office)
Queensway, London
PO Box 1446 EC3R 8HL
Gibraltar United Kingdom

PLEASE READ THIS POLICY CAREFULLY

LLOYD'S

1 Lime Street, London, EC3M 7HA
Telephone +44 (0)20 7327 1000
4.2 The Medical Professional Liability Company Ltd (“The MPLC”) is an underwriting intermediary licensed in Gibraltar by the Financial Services Commission, under licence number FSC006598. The MPLC’s underwritings are underwritten by certain underwriters at Lloyd’s of London, Lloyd’s Insurance Company S.A. (“Lloyd’s Brussels”) or by Ironshore Europe Designated Activity Company.
The Schedule

| ITEM 1 | **Policy** Number: 019/00000071/00 | Broker’s Reference: B0621PFDO06519 |
| ITEM 2 | Name of the **Insured**: As per Endorsement 1.1 |
| ITEM 3 | **Address of Insured**: 14 Bedford Row, London, WC1 4ED, United Kingdom |
| ITEM 4 | **Policy Period**: From: 01 July 2019 To: 01 July 2020 At: 00:01 hours At: 00:01 hours Local standard time at the **Insured’s** address stated in Item 3 above |
| ITEM 5 | **Limit of Indemnity**: As per Endorsement 1.2 Any one **Claim** As per Endorsement 1.2 In the aggregate during the **Policy Period** **Excess**: As per Endorsement 1.2 Each and every **Claim** including **Defence Costs** |
| ITEM 6 | **Premium**: As per Endorsement 1.3 |
| ITEM 7 | **Territories**: As per Endorsement 1.4 |
| ITEM 8 | **Retroactive Date**: As per Endorsement 1.5 |
| ITEM 9 | **Proposal Form**: 17 June 2019 **Declaration Date**: 06 June 2019 |
| ITEM 10 | **Notice to be given to**: The Medical Professional Liability Company Regal House, Queensway, PO Box 1446, Gibraltar Telephone: +44 (0)20 3100 5151 Fax: +350 20042239 Email: claims@the-mplc.com |
| ITEM 11 | **Covered Jurisdictions**: Worldwide (Excluding USA, Canada & Australia) |
| ITEM 12 | **Policy Jurisdiction and Applicable Law**: England and Wales |
Medical Professional Liability Policy

1 INSURING CLAUSES

1.1 In consideration of the payment of the premium stated in the Schedule and in reliance upon the statements made by the Insured in the Proposal, Insurers agree, subject to the terms, conditions and exclusions contained herein to indemnify the Insured in excess of the sum specified in the Schedule as the Excess for sums which the Insured shall become legally liable to pay as Compensatory Damages in accordance with the laws of the country/ies specified in Item 11 of the Schedule resulting from any Claims made against the Insured and notified to Insurers during the Policy Period arising in respect of the Insured’s liability for death, bodily injury, mental injury, illness or disease of or to any patient of the Insured caused by any actual or alleged negligent act, negligent error or negligent omission committed by the Insured which arises either from:

(a) the provision of Clinical Services; or

(b) the performance of Good Samaritan Acts; and

which falls within the terms of this Policy and arises out of the Insured’s business specified in the Proposal and to indemnify the Insured for Defence Costs incurred in connection with any such Claim.

1.2 JOINT AND SEVERAL LIABILITY: LIMITATION OF LIABILITY CLAUSE

In the event that a Claim is made against the Insured and an alleged concurrent wrongdoer, or in the event of a finding by a court or tribunal of joint and several liability between the Insured and a concurrent wrongdoer, then Insurers’ liability to the Insured is limited to an amount representing the proportionate liability of the Insured as between the Insured and the concurrent wrongdoer for any damage or loss. For the purposes of this clause a concurrent wrongdoer includes a joint tortfeasor and is a person who is one of two or more persons (including a Medical or Dental Practitioner) whose individual acts or omissions have caused or contributed to or been alleged to cause or contribute to the damage or loss and who is the subject of the Claim at least a part of which is made against the Insured.

2 LIMIT OF INDEMNITY

Insurers’ total liability during the Policy Period in respect of all Compensatory Damages and Defence Costs shall not exceed the Limit of Indemnity specified in Item 5 of the Schedule and Insurers shall not be liable to pay any sums after the Limit of Indemnity has been exhausted by payment of or agreement to pay Compensatory Damages and/or Defence Costs.
3 DEFINITIONS

3.1 Claim

shall mean any

3.1.1 suit or proceedings served upon or issued against the Insured;

3.1.2 oral or written allegation communicated to the Insured;

3.1.3 oral or written communication from or on behalf of a patient and/or a request to the Insured by or on behalf of a patient for medical records or copies of medical records to investigate or contemplate a potential Claim against the Insured arising out of Clinical Services;

provided always that a series of Claims arising out of or which are attributable to a single originating cause or source or which are otherwise causally connected shall constitute a single Claim for the purposes of this Policy.

3.2 Clinical Services

shall mean the provision of those professional services by the Insured as set out in the Proposal which forms part of this Policy.

3.3 Compensatory Damages

shall mean all sums payable in respect of any judgment, award or settlement and is deemed to include third party claimants’ fees, costs and expenses for which the Insured is liable.

3.4 Defence Costs

shall mean reasonable and necessary fees and expenses incurred by or on behalf of the Insured with the prior written consent of Insurers which result from:

3.4.1 the investigation, defence and/or settlement of a Claim; or

3.4.2 the attendance or representation at or in connection with any examination, inquest or enquiry or proceedings commissioned by any official, administrative or regulatory body in the exercise of its powers over any Insured in relation to any circumstance, actual or alleged which has a direct relevance to any Claim;

and any appeal from any of the proceedings mentioned in 3.4.1 and 3.4.2 above.

3.5 Excess

shall mean the amount specified as such in Item 5 of the Schedule which the Insured must incur in respect of each and every Claim (including Defence Costs) for which the Insurers are not liable and in excess of which this Policy is to apply.
3.6 **Good Samaritan Act**

shall mean treatment administered at the scene of a medical emergency, accident or disaster by the **Insured** who is present either by chance, or in response to an emergency call following a disaster.

3.7 **Health Care Professional and Allied Health Professional**

shall mean a person who has received special training or education in a health-related field, including administration, direct provision of patient care, or ancillary services and who holds, or is required by law to hold, a valid licence to practise in the relevant speciality, such licence having been issued by the relevant lawfully established and recognised licensing authority within the territories specified in Item 7 of the Schedule.

3.8 **Insured**

shall mean:

3.8.1 The Chartered Society of Physiotherapy (CSP) and the Professional Network Groups (as detailed more fully in Schedules ‘A1’ & ‘A2’),

3.8.2 Any individual member of the Chartered Society of Physiotherapy named in Item 2 of the schedule carrying out **Clinical Services** as defined in definition 3.2 in the territories specified in Item 7 of the schedule;

3.8.3 Any Great Britain, Northern Ireland, the Channel Islands or the Isle of Man based and registered partnership (but not a limited liability partnership LLP) comprising solely of CSP members carrying out **Clinical Services** as defined in definition 3.2 in the territories specified in Item 7 of the schedule;

3.8.4 Any Great Britain, Northern Ireland, the Channel Islands or the Isle of Man based Private Limited Company which is owned 100% by an individual CSP member solely where the CSP member is the only practitioner carrying out **Clinical Services** as defined in definition 3.2 in the territories specified in Item 7 of the schedule

3.8.5 The individual Limited Companies or Partnerships as detailed in Schedule ‘C’

3.8.6 the personal representatives of the estate of any person who would otherwise be indemnified under this policy;

3.9 **Medical or Dental Practitioner**

shall mean a person who holds, or is required by law to hold, a valid licence to practise as a Doctor, Physician, Surgeon, Dental Surgeon or Dentist, such licence having been issued by the relevant lawfully established and recognised licensing authority within the territories specified in Item 7 of the Schedule.
3.10 **Policy**

shall mean:

3.10.1 the Schedule, Insuring Clauses, Extensions, Conditions, Definitions, Exclusions and other terms contained herein; and

3.10.2 any endorsement attaching to and forming part of this **Policy** either at its inception or during the **Policy Period**; and

3.10.3 the **Proposal**.

3.11 **Policy Period**

shall mean the period set out in Item 4 of the Schedule.

3.12 **Principal**

A **Principal** shall mean any person who directly or indirectly engages the **Insured** to provide **Clinical Services** as set out in the **Proposal**.

3.13 **Expert Witness**

shall mean any person who is a specialist in a subject presenting his or her expert opinion, without having been a witness to any occurrence relating to the lawsuit or criminal case. The experts work is qualified by evidence of his or her expertise, training and special knowledge of the relevant subject.

3.14 **Product**

shall mean any solid, liquid, or gaseous substance or device or component part thereof, manufactured, constructed, altered, repackaged, repaired, serviced, treated, administered, sold, supplied or distributed by or on behalf of the **Insured** or used by the **Insured** in the provision of **Clinical Services** but not any food and drink provided primarily for the benefit of staff, visitors or patients for consumption on the premises.

3.15 **Proposal**

shall mean the written **Proposal** or declaration bearing the date stated in Item 9 of the Schedule and/or any presentation, statements, declarations, warranties or information upon which the **Insurers** have relied made by or on behalf of the **Insured** to the **Insurers** for the insurance evidenced by this **Policy**.
3.16 **Terrorism**

shall mean any act or acts of force and/or violence

3.16.1 for political, religious or other ends and/or

3.16.2 directed towards the over-throwing or influencing of the Government de jure or de facto, and/or

3.16.3 for the purpose of putting the public or any part of the public in fear

by any person or persons acting alone or on behalf of or in connection with any organisation.

4 **EXCLUSIONS**

4.1 **Retroactive Date**

*Insurers* shall not be liable for any Claim or Defence Costs directly or indirectly caused by or arising out of or in any way connected with any act, error, omission, circumstances or event occurring or committed or alleged to have been committed prior to the Retroactive Date specified in Item 8 of the Schedule;

4.2 **Prior Circumstances**

*Insurers* shall not be liable for any Claim or Defence Costs directly or indirectly caused by or arising out of or in any way connected with any event or circumstance which might reasonably be expected to give rise to a Claim being made against the *Insured* and which the *Insured* knew about or reasonably could have foreseen or discovered prior to the Policy Period. Where the *Insured* has received either an oral or written communication from or on behalf of a patient and/or a request by or on behalf of a patient for copies of medical records, the *Insured* will be deemed to have been aware of a Claim;

Notwithstanding Exclusion 4.2 (Prior Circumstances), should a Claim which should have been notified, or a fact or circumstance which should have been notified, to *Insurers* under an earlier Policy placed through The MPLC, then *Insurers* may accept the notification of such Claim, fact or circumstance under this Policy. PROVIDED ALWAYS THAT:

4.2.1 The *Insured* has been covered continuously under a Policy placed through The MPLC between the date when such notification should have been given and the date when such notification was, in fact, given; and

4.2.2 The *Insurers* acting reasonably but otherwise at their discretion are satisfied that the failure by the *Insured* to notify the Claim fact or circumstance (as the case may be) was unintentional and attributable to good faith mistake or oversight on the part of the *Insured*; and

4.2.3 the terms and conditions applicable to this extension and to that notification shall not be those of this Policy but shall be the terms and conditions (including the
unexhausted portion of the Limit of Indemnity and Excess) applicable to the Insurers' earlier Policy under which the notification should have been given.

4.3 Medical or Dental Practitioner

Insurers shall not be liable for any Claim, (or related Defence Costs) made against any Medical or Dental Practitioner, regardless of whether such individual is either employed by the Insured or acting as a self-employed contractor or sub-contractor.

4.4 Other Insurances

Insurers shall not be liable for any Claim or Defence Costs which is the subject of insurance or indemnity or other form of compensation or payment provided by any medical defence organisation or similar scheme, club, association or arrangement, nor in respect of any circumstance, occurrence, fact, matter or Claim notified under any other insurance, indemnity or other form of compensation or payment provided by any medical defence organisation or similar scheme, club, association or arrangement prior to the Policy Period, it being understood and agreed that this Policy shall not be drawn into contribution with such other insurance, indemnity, compensation or payments save to the extent that the Claim exceeds the limit of liability under such insurance or indemnity or compensation or payment or the Insured is not indemnified for its proportionate liability for the Claim.

4.5 Waived Recourse Rights

Insurers shall not be liable for any Claim or Defence Costs where Insurers have or would have rights of recourse in respect of such Claim but the Insured has granted without Insurers' prior consent a waiver of such recourse rights to others whether by express term or by reason of an assumption of liability under contract;

4.6 Wrongful Acts

Insurers shall not be liable for any Claim or Defence Costs directly or indirectly caused by or arising out of or in any way connected with

4.6.1 any deliberate or wilful misconduct

4.6.2 any dishonest, fraudulent or criminal act, except breaches of local statutory or regulatory obligations by either Members deployed for and on behalf of the UK's Ministry of Defence or Members travelling outside of Great Britain, Northern Ireland, Channel Islands, Isle of Man and the Republic of Ireland with individual British based clients, British based teams, British based athletes or British based entities which retain CSP members for the provision of Clinical Services, for their own needs

4.6.3 the performance of the activities of the Insured whilst under the influence of intoxicants or narcotics;
4.7 Products Liability

Insurers shall not be liable for any Claim or Defence Costs directly or indirectly caused by or arising out of or in any way connected with any Product;

4.8 Employers’ Liability

Insurers shall not be liable for any Claim (or related Defence Costs) caused by or on behalf of any person who is an Insured or by any other person under a contract of service or apprenticeship with the Insured or under Insured supervision and made by or on behalf of an employee (or his/her estate) for death, bodily injury, mental injury, illness or disease or for any breach of any obligation owed by the Insured as an employer to any such person, or for any Claim in respect of which compensation is available under any Workers’ Compensation Scheme and/or similar legislation.

However, this exclusion shall not apply to any Claim arising out of any death, bodily injury, mental injury, illness or disease of any such person who is or becomes a patient of the Insured entirely independently of their employment;

4.9 Directors and Officers Liability

Insurers shall not be liable for any Claim (or related Defence Costs) made against any director or officer of the Insured, directly or indirectly caused by or arising out of or in any way connected with any unlawful, wrongful or negligent act, error or omission or breach of trust, breach of warranty of authority, or breach of duty, whether actual or alleged, committed, permitted or attempted by such director or officer where such Claim is made solely by reason of his holding the position of director or officer and having acted in that capacity;

4.10 Internet Activities

Insurers shall not be liable for any Claim or Defence Costs directly or indirectly caused by or arising out of or in any way connected with any clinical advice, diagnosis or treatment given by the Insured online or via the Internet;

4.11 Sexual Conduct

Insurers shall not be liable for any Claim or Defence Costs directly or indirectly caused by or arising out of or in any way connected with any actual or attempted or alleged sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation;

4.12 Radioactive Contamination

Insurers shall not be liable for any Claim or Defence Costs directly or indirectly caused by or arising out of or in any way connected with ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
However this Exclusion does not apply to liability arising out of the ordinary use of health department approved medical and/or diagnostic equipment incorporating radioactive isotopes and/or radium compounds and/or involving the emission of ionizing radiation.

4.13 War

**Insurers** shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power, martial law, riot or the act of any lawfully constituted Authority.

Provided always that this exclusion shall not apply to any **Claims** which may arise from the provision of any **Clinical Services** which are subsequently provided to any patients of the **Insured**.

It is understood and agreed that in any **Claim** and in any action, suit or other proceedings to enforce a **Claim** under this Insurance for loss or damage or legal liability, the BURDEN OF PROVING that such loss or damage or legal liability does not fall within this exclusion shall be upon the **Insured**.

4.14 Terrorism

**Insurers** shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with **Terrorism** (including, without limitation, contemporaneous or ensuing loss or damage or legal liability caused by fire and/or looting and/or theft).

Provided always that this exclusion shall not apply to any **Claims** which may arise from the provision of any **Clinical Services** which are subsequently provided to any patients of the **Insured**.

It is understood and agreed that in any **Claim** and in any action, suit or other proceedings to enforce a **Claim** under this Insurance for loss or damage or legal liability, the BURDEN OF PROVING that such loss or damage or legal liability does not fall within this exclusion shall be upon the **Insured**.

4.15 Pollution

**Insurers** shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with:

4.15.1 seepage, pollution or contamination

4.15.2 the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances;

Provided always that this exclusion shall not apply to any **Claims** which may arise from the provision of any **Clinical Services** which are subsequently provided to any patients of the **Insured**.
4.16 Fines and Penalties

**Insurers** shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with fines, penalties, punitive or exemplary damages, aggravated damages or multiplication of compensation awards;

4.17 **Insured** versus **Insured**

**Insurers** shall not be liable for any **Claim** or **Defence Costs** made by one **Insured** against any other **Insured**. However, this exclusion shall not apply to any **Claim** arising out of any death, bodily injury, mental injury, illness or disease of any such person who is or becomes a patient of the **Insured**.

4.18 Toxic Mould

**Insurers** shall not be liable for any **Claim** or **Defence Costs** arising from

4.18.1 liability caused by or arising from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of any Fungi or bacteria on or within a building or structure, including its contents;

4.18.2 any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralising, remediating or disposing of, or in any way responding to or assessing the effects of Fungi or bacteria by any **Insured** or by any other person or entity.

Fungi means any type or form of fungus, including mould or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

However this Exclusion does not apply to liability arising out of the diagnosis and/or treatment of patients of the **Insured** who are suffering from infection by such organisms.

4.19 **Principal’s** liability

**Insurers** shall not be liable for any **Claims** or **Defence Costs** directly or indirectly caused by or arising out of, or in any way connected with any actual or alleged act, error or omission committed by the **Insured’s Principal** or by any Director, Officer or employee of the **Principal** including for the avoidance of doubt any CSP member acting in their capacity as an employee of any **Principal**, or of any person or entity acting for or on behalf of the **Principal**.

4.20 Treatment of Animals

**Insurers** shall not be liable for any **Claim or Defence Costs** arising from any **Claims** directly or indirectly caused by or in any way connected with the treatment of animals. This Exclusion shall not, however, apply to the Chartered Society of Physiotherapy or ACPAT (Association of Chartered Physiotherapists in Animal Therapy) in respect of any work undertaken as a Professional Body or Professional Network Group (PNG) and arising within the scope of practice. For the avoidance of doubt, no indemnity shall be provided under this
Policy to individual CSP or ACPAT Members in respect of claims relating to the treatment of animals. Subject otherwise to the Terms and Conditions of this Policy.

4.21 Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

5 CONDITIONS

5.1 Disclosure

5.1.1 Before this Policy is entered into, the Insured must make a fair presentation of the risk to the Insurers, in accordance with Section 3 of the Insurance Act 2015. In summary, the Insured must:

5.1.1.1 Disclose to the Insurers every material circumstance which the Insured knows or ought to know. Failing that, the Insured must give the Insurers sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgment of a prudent insurer as to whether to accept the risk or the terms of the insurance (including premium);

5.1.1.2 Make the disclosure in clause 5.1.1.1 above in a reasonably clear and accessible way; and

5.1.1.3 Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.

5.1.2 For the purposes of clause 5.1.1 above, the Insured is expected to know the following:

5.1.2.1 If the Insured is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.

5.1.2.2 If the Insured is not an individual, what is known to anybody who is part of the Insured’s senior management; or anybody who is responsible for arranging the Insured’s insurance.

5.1.2.3 Whether the Insured is an individual or not, what should reasonably have been revealed by a reasonable search of information available to the Insured. The information may be held within the Insured’s organisation, or by any
third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the Insured is insuring subsidiaries, affiliates or other parties, the Insurers expect that the Insured will have included them in its enquiries, and that the Insured will inform the Insurers if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.

5.1.3 If, prior to entering into this Policy, the Insured shall breach the duty of fair presentation, the remedies available to the Insurers are set out below.

5.1.3.1 If the Insured’s breach of the duty of fair presentation is deliberate or reckless:
   i. The Insurers may avoid the Policy, and refuse to pay all Claims; and,
   ii. The Insurers need not return any of the premiums paid.

5.1.3.2 If the Insured’s breach of the duty of fair presentation is not deliberate or reckless, the Insurers remedy shall depend upon what the Insurers would have done if the Insured had complied with the duty of fair presentation:
   i. If the Insurers would not have entered into the Policy at all, the Insurers may avoid the Policy and refuse all Claims, but must return the premiums paid.
   ii. If the Insurers would have entered into the Policy, but on different terms (other than terms relating to the premium), the Policy is to be treated as if it had been entered into on those different terms from the outset, if the Insurers so require.
   iii. In addition, if the Insurers would have entered into the Policy, but would have charged a higher premium, the Insurers may reduce proportionately the amount to be paid on a Claim (and, if applicable, the amount already paid on prior Claims). In those circumstances, the Insurers shall pay only X% of what it would otherwise have been required to pay, where X = (premium actually charged/higher premium) x 100.

5.1.4 If, prior to entering into a variation to this insurance Policy, the Insured shall breach the duty of fair presentation, the remedies available to the Insurers are set out below.

5.1.4.1 If the Insured’s breach of the duty of fair presentation is deliberate or reckless:
   i. The Insurers may by notice to the Insured treat the Policy as having been terminated from the time when the variation was concluded; and,
   ii. Insurers need not return any of the premiums paid.
5.1.4.2 If the **Insured's** breach of the duty of fair presentation is not deliberate or reckless, the **Insurers'** remedy shall depend upon what the **Insurers** would have done if the **Insured** had complied with the duty of fair presentation:

i. If the **Insurers** would not have agreed to the variation at all, the Insurers may treat the **Policy** as if the variation was never made, but must in that event return any extra premium paid.

ii. If the **Insurers** would have agreed to the variation to the **Policy**, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if the **Insurers** so require.

iii. If the **Insurers** would have increased the premium by more than it did or at all, then the **Insurers** may reduce proportionately the amount to be paid on a **Claim** arising out of events after the variation. In those circumstances, the **Insurers** shall pay only X% of what it would otherwise have been required to pay, where X = (premium actually charged/higher premium) x 100.

iv. If the **Insurers** would not have reduced the premium as much as it did or at all, then the **Insurers** may reduce proportionately the amount to be paid on a **Claim** arising out of events after the variation. In those circumstances, the **Insurers** shall pay only X% of what it would otherwise have been required to pay, where X = (premium actually charged/reduced total premium) x 100.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

5.1.5 It is a condition precedent to the right of the **Insured** to be indemnified under this **Policy** that, during the **Policy Period**, the **Insured** shall give as soon as practicable notice in writing to the party named in Item 10 of the Schedule of any alteration which materially affects the risk. The **Insurers** are entitled to refuse to cover the additional exposure or cancel the contract in accordance with the cancellation provisions of this **Policy**.

5.1.6 It is a condition precedent to the **Insured's** right to be indemnified under this **Policy** that the **Insured** shall meet the payment of the **Excess**.

5.2 **Claims**

5.2.1 **Notice**

It is a condition precedent to the right of the **Insured** to be indemnified under this **Policy** that notice of any **Claim** as well as any circumstances or incidents which might reasonably be expected to give rise to a **Claim** shall be given to **Insurers** as soon as reasonably practical upon the **Insured** becoming aware thereof. Notice of such **Claim** or circumstances or incident shall be in writing (using the MPLC’s First Notification
Form) and shall be delivered by fax, email or by post to the address specified in Item 10 of the Schedule.

Notice of all Claims and circumstances must be made within the Policy Period provided that the Insured shall have an extra 180 calendar days to notify Claims of which they become aware on or as soon as reasonably practical prior to the expiry of the Policy Period.

If the Insured provides Insurers with notice of circumstances or incidents as mentioned above during the Policy Period which are accepted by the Insurers, any Claim subsequently made which arises from those circumstances shall be deemed, notwithstanding the Claim was made after expiry of the Policy Period, to be reported to Insurers on the date when the circumstances were notified to them.

The simple noting of an incident in an incident book without other grounds for believing a Claim may be made shall not constitute a notifiable circumstance or incident.

5.2.2 Control of Claims

Insurers shall be entitled but not obligated to take control of the defence of any Claim in the Insured's name and shall have full discretion in the conduct of any negotiations or proceedings in the settlement of any Claim. The Insured shall assist the Insurers and co-operate fully with them in the investigation and/or defence of any Claim and the prosecution of any subrogation or recovery action without charge to Insurers.

5.2.3 Consent of Insurers

The Insured shall not:

5.2.3.1 disclose to any person, other than an Insured the terms of this Policy

5.2.3.2 admit liability

5.2.3.3 enter any agreement or arrangement (in relation to investigation, defence or settlement of Claim)

5.2.3.4 make any offer, payment or promise in relation to any Claim

5.2.3.5 incur any cost or expense without the prior written consent of Insurers.

5.2.4 Consent of the Insured

Insurers will not settle any Claim without the consent of the Insured.

If however the Insured refuses to consent to any settlement recommended by Insurers or their legal representatives then Insurers' liability will not exceed the total amount for which the Claim could have been settled plus the Defence Costs.
incurred with their consent up to the date of the refusal or the applicable Limit of Indemnity whichever is less.

5.2.5 Relinquishment

**Insurers** may at any time pay to the **Insured** in connection with any **Claim** the amount of the Limit of Indemnity remaining under this **Policy** or any lesser amount for which such **Claim** can be settled less any sums already paid and less any associated **Defence Costs** already paid. Upon such payment being made, the **Insurers** shall relinquish the conduct and control of and be under no further liability in connection with such **Claim** or associated **Defence Costs** incurred after the date of such relinquishment.

5.2.6 Subrogation

In relation to sums paid or payable by them, **Insurers** shall be entitled at any stage to bring an action for their own benefit seeking indemnity, damages or otherwise against any third party in the name of the **Insured** provided such subrogation will not be exercised against the insured’s **Principal** where the member is engaged on a self employed basis, or where the **Principal** is:

i. an entity owned 100% by an individual member of the CSP

ii. the only practitioner engaged by the entity

iii. where the claim relates to the member’s negligence (or the negligence of any temporary locum engaged by the entity to cover the members absence, provided such locums are CSP members)

**Insurers**’ expenses in the recovery shall always be deducted prior to the application of the recovery to the **Claim**.

5.2.7 Fraudulent **Claims**

5.2.7.1 If the **Insured** makes a fraudulent **Claim** under this **Policy**, the **Insurers**:

i. Are not liable to pay the **Claim**; and

ii. May recover from the **Insured** any sums paid by the **Insurers** to the **Insured** in respect of the **Claim**; and

iii. May by notice to the **Insured** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

5.2.7.2 If the **Insurers** exercise their rights under clause (5.2.7.1) (iii) above

i. The **Insurers** shall not be liable to the **Insured** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Insurers’** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and,
The Insurers need not return any of the premiums paid.

5.2.7.3 If this insurance Policy provides cover for any person who is not a party to the Policy ("a covered person"), and a fraudulent Claim is made under the Policy by or on behalf of a covered person, the Insurers may exercise the rights set out in clause (5.2.7.1) above as if there were an individual insurance Policy between the Insurers and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the Policy for any other person.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

5.3 Records

The Insured shall at all times:

5.3.1 maintain accurate descriptive records of all Clinical Services and equipment used in procedures. Such records shall be made available for inspection and use by Insurers or their appointed representatives in the investigation or defence of any Claim hereunder;

5.3.2 retain the records referred to in 5.3.1 above for a period of at least six (6) years from the date of treatment and, in the case of a minor, for a period of at least six (6) years after that minor attains majority. Obstetric records must be retained and preserved indefinitely;

5.3.3 provide Insurers or their appointed representatives with such oral or written information, assistance, signed statements, evidence or depositions as Insurers may require;

5.4 Licensing of all Physiotherapists

It is a condition precedent to the Insured's right to be indemnified under this policy, that each practicing Member of the CSP shall hold a valid licence to practice issued by the relevant lawfully established and recognised licensing authority within the territories specified in Item 7 of the schedule, except when deployed for and on behalf of the UK’s Ministry of Defence or visiting territories outside of Great Britain, Northern Ireland, Channel Islands, the Isle of Man and the Republic of Ireland with British based clients, British based teams, British based athletes or British based entities or organisations which retain members for the provision of Clinical Services for their own needs. It is understood and agreed that for the avoidance of doubt such British based organisations may include other nationals.

This Condition, shall also apply to any self employed individual acting as a self employed contractor or sub-contractor.
5.5 Cancellation

**Insurers** may cancel this **Policy** by giving written notice to the **Insured** at the address stated in Item 3 of the Schedule of thirty (30) calendar days before the effective date of cancellation. Premium will be refunded to the **Insured** on a pro rata basis.

If notice is mailed by registered post, proof of mailing will be sufficient evidence of notice being sent, and notice shall be deemed to have been served seven (7) calendar days after dispatch. Notice may also be validly served by email or fax to the **Insured** or the **Insured’s** agent or broker. Notice by email will be deemed to have been duly received if within five (5) calendar days a reply, whether in the form of an acknowledgement or otherwise, has been sent to and received by the original sender or a telephone confirmation from a responsible person has been given. Notice by fax will be deemed to have been duly received if the sending machine has printed a valid confirmation of receipt. Notice by fax or email, duly received, will be deemed to have been served five (5) calendar days after the date of sending.

5.6 Premium Payment Warranty

It is warranted that all premiums due to The MPLC Limited under this **Policy** are paid by the premium due dates stated in Item 6 of the Schedule. Non-receipt by The MPLC Limited of such premiums by midnight of the respective premium due date shall discharge **Insurers’** liability from the time of the breach of warranty, regardless of whether the breach is subsequently remedied. Section 10 of the Insurance Act 2015 shall not apply to this Premium Payment Warranty.

5.7 **Policy** Jurisdiction and Applicable Law

This **Policy** is governed by and should be construed in accordance with the law of the country specified in Item 12 of the Schedule.

Any dispute between the **Insurers** and the **Insured** concerning this **Policy**, its validity, existence or termination or relating to the interpretation of the terms, conditions, limitations and/or exclusions contained herein shall be determined in accordance with the law of the country specified at Item 12 of the Schedule. The parties agree to submit to the exclusive jurisdiction of any court of competent jurisdiction within that country and to comply with all requirements necessary to give such court jurisdiction.
Sub-Limit of Liability - Internet

Notwithstanding the provisions of Exclusion 4.10 the Insurers shall not be liable under this Policy to pay more than GBP 7,500,000 in the aggregate in respect of all Claims arising under this Policy Period in respect of any and all Claims arising directly or indirectly from or in any way connected with any advice, diagnosis or treatment given or information of any type published or promoted by the Insured over the Internet or via any computer or any electronic system accessible outside the Insured’s premises.

Unless otherwise specified in the Policy, the above limit shall be inclusive of all Defence Costs.

Provided always that this endorsement will not operate to increase any aggregate Limit of Indemnity stated in the Policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.
Extension – Loss of Documents

This **Policy** is amended to also indemnify the **Insured** for sums which the **Insured** shall become legally liable to pay as **Compensatory Damages** resulting from any **Claims** for loss of any of the following documents:

1. Patient medical records.

2. Documents (other than documents which have monetary value) entrusted to the **Insured** in the course of the provision of the **Insured’s Clinical Services** by any patient, including deeds, wills, plans, letters and certificates.

The **Insurers** will also indemnify the **Insured** for the costs incurred by the **Insured** with the **Insurers’** prior written approval in restoring or replacing any of the documents referred to in 1 and 2 above or;

3. The **Insured’s** own administrative and accounting records (other than patient medical records) which have been lost.

In this Extension the terms ‘loss’ and ‘lost’ shall refer to the irrevocable loss, damage, theft or destruction of documents which after diligent search by the **Insured** cannot be found. Documents having monetary value shall be understood to mean tickets, bills, bank-notes, negotiable instruments, bearer bonds, travellers’ cheques and the like.

The **Insurers** shall not be liable for any **Claim** or **Defence Costs** arising from:

1. Libel or Slander.


**Sub-Limit of Indemnity:**

The **Insurers** shall not be liable under this **Policy** to pay more than GBP 375,000 in the aggregate in respect of all **Claims** arising and notified under this **Policy Period** in respect of any and all **Claims** or costs arising directly or indirectly from or in any way connected with loss of documents referred to in 1, 2 or 3 above.
Unless otherwise specified in the **Policy**, the above limit shall be inclusive of all **Defence Costs**, provided always that this endorsement will not operate to increase any aggregate Limit of Indemnity already stated in the **Policy**.

The Limit of Indemnity of the **Insurers** shall be in excess of the amount stated in Item 5 of the Schedule as the **Excess** in respect of each and every **Claim**.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

621MILMPLC00019A (Amended)
Extension – Breach of Professional Confidentiality

This **Policy** is amended to also indemnify the **Insured** for sums which the **Insured** shall become legally liable to pay as **Compensatory Damages** resulting from any **Claims** for **Breach of Professional Confidentiality**.

For the purposes of this extension **Breach of Professional Confidentiality** shall mean

“**information known to the Insured by virtue of their relationship with a patient in accordance with the provision of the Insured’s Clinical Services which should not be disclosed to third parties without the patient’s prior consent**”.

In the event of a **Claim**, the **Insured** shall, if requested to do so by **Insurers**, issue an apology and expression of regret, the form and content of which are to be approved by **Insurers**. **Insurers** shall not be liable to further defend or indemnify the **Insured** if the **Insured** refuses to issue such an apology and expression of regret or fails to issue it within the time frame specified by the **Insurers**.

The **Insurers** shall not be liable for any **Claim** or **Defence Costs** arising from

1. Libel or Slander.
3. Loss of documents entrusted to the **Insured** in a professional capacity.

Sub-Limit of Indemnity:

The **Insurers** shall not be liable under this **Policy** to pay more than GBP 375,000.00 in the aggregate in respect of all **Claims** arising and notified under this **Policy Period** in respect of any and all **Claims** arising directly or indirectly from or in any way connected with breach of confidentiality.

Unless otherwise specified in the **Policy**, the above limit shall be inclusive of all **Defence Costs**, provided always that this endorsement will not operate to increase any aggregate Limit of Indemnity already stated in the **Policy**.

The Limit of Indemnity of the **Insurers** shall be in excess of the amount stated in Item 5 of the Schedule as the **Excess** in respect of each and every **Claim**.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**
This Policy is amended to also indemnify the Insured for sums which the Insured shall become legally liable to pay as Compensatory Damages resulting from any Claims for Libel or Slander committed without animosity.

For the purposes of this Extension Libel or Slander shall be defined as follows:

“A false statement made by words, pictures, visual images, gestures or other methods of signifying meaning which lower a person in the estimation of right thinking members of society generally or cause him to be shunned or avoided or to expose him to hatred, contempt or ridicule, or to disparage him in his office, profession, calling, trade or business”.

In the event of a Claim, the Insured shall, if requested to do so by Insurers, issue an apology and expression of regret, the form and content of which are to be approved by Insurers. Insurers shall not be liable to further defend or indemnify the Insured if the Insured refuses to issue such an apology and expression of regret or fails to issue it within the time frame specified by the Insurers.

The Insurers shall not be liable for any Claim or Defence Costs arising from:

1. Any communication or contribution to the press or media, unless previously vetted and approved by a solicitor or lawyer.
2. Libel or Slander committed or alleged to have been committed against professional adversaries or business competitors. This exclusion shall not apply to those members acting as an Expert Witness.

Sub-Limit of Indemnity:

The Insurers shall not be liable under this Extension to pay more than GBP 375,000 in the aggregate in respect of all Claims arising and notified under this Policy Period in respect of any and all Claims arising directly or indirectly from or in any way connected with Libel or Slander.

Unless otherwise specified in the Policy, the above limit shall be inclusive of all Defence Costs, provided always that this endorsement will not operate to increase any aggregate Limit of Indemnity already stated in the Policy.
The Limit of Indemnity of the Insurers shall be in excess of the amount stated in Item 5 of the Schedule as the Excess in respect of each and every Claim.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.
This Policy is amended to also indemnify the Insured for sums which the Insured shall become legally liable to pay as Compensatory Damages resulting from any Claims for pure economic loss not associated with any death, bodily injury, mental injury, illness or disease of or to any person or loss of or damage to tangible property of any person caused by a negligent act, error or omission resulting from or associated with the provision of Clinical Services by the Insured.

This Extension is subject to all the terms, Conditions and Exclusions of the Policy, insomuch as they can apply, subject to any modification by any extension and Insurers shall not be liable for any Claim or Defence Costs:

1. Directly or indirectly caused by or arising out of or in any way connected with loss of documents, defamation or breach of confidentiality.
2. Directly or indirectly caused by or arising out of or in any way connected with infringement of copyright, design or trademark or passing off.
3. Directly or indirectly caused by or arising out of or in any way connected with infringement of or any breach of the UK Data Protection Act 2018 and the General Data Protection Regulation 2016/679 (“Data Protection Law”) and Data Protection Act 1998, other legislation derivative of EU Directive 95/46/EC of 24th October 1995 or similar legislation in any country.
4. Directly or indirectly caused by or arising out of or in any way connected with financial default or insolvency, fraud or dishonesty or the misuse or misappropriation of funds of or by the Insured.
5. Directly or indirectly caused by or arising out of or in any way connected with breach of any anti-trust or monopoly legislation.
6. Directly or indirectly caused by or arising out of or in any way connected with liability assumed under any contract entered into by or on behalf of the Insured unless such liability would have attached in the absence of such contract.
7. Directly or indirectly caused by or arising out of or in any way connected with breach of contract by the Insured unless the Insured can prove that the breach was the direct result of circumstances outside the Insured's control.
8. Directly or indirectly caused by or arising out of or in any way connected with breach of contract by the Insured unless the Claim emanates from an independent third party.
9. Made by any Insured or by Medical or Dental Practitioners.
10. Made by any person or entity who has a Claim against the Insured by virtue of any right or interest to or in the Insured.
Sub-Limit of Indemnity:

The **Insurers** shall not be liable under this extension to pay more than GBP 7,500,000 in the aggregate in respect of all **Claims** arising and notified under this **Policy Period** in respect of any and all **Claims** arising directly or indirectly from or in any way connected with pure economic loss.

Unless otherwise specified in the **Policy**, the above limit shall be inclusive of all **Defence Costs**, provided always that this endorsement will not operate to increase any aggregate **Limit of Indemnity** already stated in the **Policy**.

The Limit of Indemnity of the **Insurers** shall be in excess of the amount stated in Item 5 of the Schedule as the **Excess** in respect of each and every **Claim**.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**
Special Extension – Products Liability

Insuring clause

Notwithstanding the provisions of Exclusion 4.7., Insurers agree, subject to the terms, conditions and exclusions contained herein to indemnify the Insured in excess of the sum specified in the Schedule as the Excess for sums which the Insured shall become legally liable to pay as Compensatory Damages in accordance with the laws of the country specified in Item 11 of the Schedule resulting from any Claims made against the Insured and notified to Insurers during the Policy Period arising in respect of the Insured’s liability for death, bodily injury, mental injury, illness or disease of or to any patient of the Insured caused by any actual or alleged negligent act, negligent error or negligent omission committed by the Insured which arises from the Supply of Products to such patient of the Insured.

Definition

For the purposes of this extension, “Products” shall mean:

“any solid, liquid, or gaseous substance or device or component part thereof, manufactured, constructed, altered, repackaged, repaired, serviced, treated, administered, sold, supplied or distributed by or on behalf of the Insured, and no longer in the possession of or under the control of the Insured.”

For the purposes of this extension, “Supply” shall mean:

“Supply in the provision of Clinical Services or the performance of Good Samaritan Acts and includes Supply (including re-supply) by way of sale, exchange, lease, hire, hire purchase or distribution but does not include the manufacture, construction, administration, alteration, repackaging, repair, servicing, or use, of any other Products associated with or in the course of the Supply of those Products, which are not also supplied.”

For the purposes of this extension, “technical or administrative staff” shall mean;

“any person included within the definition of the Insured, per clause 3.8., who does not have any direct patient contact or provide direct patient care.”

The Insurers shall also not be liable for any Claim or Defence Costs

1. directly or indirectly caused by or arising out of or in any way connected with damage to any Product or part thereof; but this exclusion shall not apply to consequent injury or damage,
2. directly or indirectly caused by or arising out of or in any way connected with the costs incurred in the repair, reconditioning, modification or replacement of any **Product** or part thereof including any economic loss consequent upon the necessity for repairing, reconditioning, modifying or replacing such **Product**,

3. directly or indirectly caused by or arising out of or in any way connected with the recall of any **Product** or part thereof,

4. directly or indirectly caused by or arising out of or in any way connected with any **Product** or part thereof which the **Insured** knows or ought to know is intended to be incorporated into the structure, machinery or controls of any aircraft or spacecraft,

5. directly or indirectly caused by or arising out of or in any way connected with any **Product** which is sold, distributed or provided outside of the territory listed in item 5 of the Schedule.

6. directly or indirectly caused by or arising out of or in any way connected with the failure of the **Insured's technical or administrative staff** to take all reasonable precautions to prevent injury and damage.

**Sub-Limit of Indemnity**

The **Insurers** shall not be liable under this policy to pay more than GBP 7,500,000.00 in the aggregate in respect of all **Claims** arising under this **Policy Period** in respect of any and all **Claims** arising and notified under this **Policy Period** in respect of any and all **Claims** arising directly or indirectly from or in any way connected with this Extension.

Unless otherwise specified in the policy, the above limit shall be inclusive of all **Defence Costs**, provided always that this endorsement will not operate to increase any aggregate Limit of Indemnity stated in the policy.

The Limit of Indemnity of the Insurers shall be in excess of the amount stated in Item 5 of the Schedule as the **Excess** in respect of each and every **Claim**.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**
Special Extension - Financial Loss Coverage

Financial Loss Coverage

Insurers agree to indemnify the Insured as a result of any Claim for accidental Financial Loss made against the Insured and notified to Insurers during the Policy Period and arising out of the Insured’s business specified in the Proposal provided that:

a) Any Claim for accidental Financial Loss takes place on or after the Retroactive Date specified in Item 8 of the Schedule.
b) The Claim is first made against the Insured and notified to Insurers during the Policy Period.

Insurers will not be liable in respect of:

1. Financial Loss arising from:
   a) Delay non-performance or non-completion by or on behalf of the Insured in carrying out a contract
   b) Strikes labour disturbances insolvency financial default any act of fraud or dishonesty deceit conspiracy malicious falsehood or breach of contract or breach of anti-trust laws.
   c) Libel slander or the passing of infringement of patents copyrights trade-marks or trade names
   d) Breach of trust of warranty of authority or breach of duty owed to shareholders investors or partners by any director or officer of the Insured
   e) The sale or supply of any investment or financial Product or service or the provision of or failure to provide any instruction advice information or professional service whether or not rendered for a fee
   f) Circumstances known to the Insured prior to the commencement date of this extension
   g) Any agreement to store process or supply computer data (including the supply of information derived from such computer data) for a fee or by reciprocal arrangement

2. Financial Loss:
   a) Incurred by any Individual Member of the Insured
   b) In respect of property belonging to the Insured or in the custody or control of the Insured or any employee or agent of the Insured

3. Liability for Financial Loss assumed under any contract or agreement unless such liability would have attached in the absence of such contract or agreement
4. Liability arising from any interaction between a computer or computer system
   
a) Belonging to the **Insured** or
b) For which the **Insured** is responsible or
c) Which is being operated on behalf of the **Insured**
   
   And a computer or computer system of a third party
5. Any costs or expenses claimed or incurred for the repair removal replacement recall or disposal of any **Products** out of which the **Claim** arises
6. **GBP 5,000.00** each and every claim (including defence costs).

**Insurers'** total liability during the **Policy Period** in respect of accidental Financial Loss shall not exceed **GBP 1,000,000** and **Insurers** shall not be liable to pay any sums after this Limit has been exhausted.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

621MILMPLC00118
Special Exclusion – Professional Footballers

**Insurers** shall not be liable for any **Claim** which is notified on or after 1 July 2015, or for any related **Defence Costs**, directly or indirectly caused by or arising out of or in any way connected with **Clinical Services** to a **Professional Footballer** and provided by (a) any **Insured** who is contracted to or otherwise working for a **Defined Club** (as full-time or part-time employee, independent contractor or consultant or in any other capacity) or (b) any **Insured** who otherwise promotes their **Clinical Services** to a **Defined Club** or a **Professional Footballer**.

This Exclusion shall also apply to any **Insured** engaged by any other football club or team which is not a **Defined Club** relating to **Clinical Services** provided to any **Professional Footballer** on loan from a **Defined Club**. This Exclusion shall not apply to **Clinical Services** provided by any **Insured** prior to 1 July 2015 if on this date the **Insured** is no longer contracted to or otherwise employed by or promotes their **Clinical Services** to a **Defined Club** or a **Professional Footballer**.

This Exclusion shall not apply to Disability football teams or **Good Samaritan Acts**.

**Definitions**

**Professional Footballer:**

(A) Any male football player who is not less than 16 years old at the time of treatment and whose part-time or full-time earnings, whether direct or indirect, are derived from playing football for or in connection with any football team or club and

(B) Who plays football for or in connection with any **Defined Club**. This definition includes:

1. First team players or reserve players and any junior team players, trialists and academy players
2. Players on loan to a **Defined Club**
3. Players on loan from a **Defined Club** to any football team or club (whether a **Defined Club** or not)
4. 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** 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).

**Top Tiers Division:** for these purposes a football club which is promoted to one of such Top Tiers Divisions shall be deemed to be a Defined Club with effect from 00:01 am on the date of the first official league game of the relevant Top Tiers Division following the club’s promotion and a Defined Club that is relegated out of a Top Tiers Division, shall cease to be a Defined Club at 00:01 am 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.**

621MILMPLC00119 (Amended)
Schedule ‘A’ – Professional Network Groups in run off:
As held on file with the CSP

Schedule ‘B’ – Approved Individual Members who have chosen to increase their Limit of Indemnity:
As held on file with the CSP

Schedule C - approved Limited Companies or Partnerships
As held on file with the CSP
ENDORSEMENTS

1. It is hereby understood and agreed that:

1.1. ITEM 2 of the Schedule reads as follows:

a) The Chartered Society of Physiotherapy (CSP)

b) Individual Members of the Chartered Society of Physiotherapy

c) Each of the Professional Network Groups (as detailed more fully in Schedule ‘A’) of The Chartered Society of Physiotherapy

d) The individual Limited Companies or Partnerships (as detailed more fully in Schedule ‘C’)

1.2. ITEM 5 of the Schedule reads as follows:

a) GBP 7,500,000.00 Any One Claim (including costs and expenses) 
GBP 10,000,000.00 In the Annual Aggregate (including costs and expenses) in respect of the Chartered Society of Physiotherapy (CSP)

b) GBP 7,500,000.00 Any One Claim (including costs and expenses) 
GBP 10,000,000.00 In the Annual Aggregate (including costs and expenses) in respect of each Member of the Chartered Society of Physiotherapy

c) GBP 7,500,000.00 Any One Claim (including costs and expenses) 
GBP 10,000,000.00 In the Annual Aggregate (including costs and expenses) in respect of each of the Professional Network Groups (PNG as detailed more fully in Schedule ‘A’) of The Chartered Society of Physiotherapy

d) As detailed fully in Schedule ‘C’ for approved Limited Companies or approved Limited Liability Partnerships

Excess:

GBP 5,000.00 Each and Every Claim (including Defence Costs) for Claims made under 621MILMPLLC00118 Special Extension - Financial Loss Coverage
1.3. ITEM 6 of the Schedule reads as follows:

| Premium:  | As held on file with the CSP. |
| Premium Due Date: | As held on file with the CSP. |

1.4. ITEM 7 of the Schedule reads as follows:

Territories:

Great Britain, Northern Ireland, Channel Islands, Isle of Man, the Republic of Ireland, the Falkland Islands, Gibraltar and elsewhere in the World for periods not exceeding 180 days in any 12 month period. Cover outside of Great Britain, Northern Ireland, Channel Islands and the Isle of Man shall only be provided hereunder if the Member:-

- Where required holds current HCPC registration on the date of treatment
- Is ordinarily or temporarily resident in Great Britain, Northern Ireland, Channel Islands, Isle of Man. For members who are temporarily resident in Great Britain, Northern Ireland, Channel Islands, Isle of Man, no cover shall be provided hereunder for any Clinical Services which are provided within their own country of domicile, except student members undertaking a formal HCPC undergraduate physiotherapy programme in the United Kingdom, and undertaking a formal elective placement in their home country.

- Does not provide Clinical Services in Australia, other than when visiting with individual British based clients, British based teams, British based athletes or British based entities which retain CSP members for the provision of Clinical Services for their own needs. It is understood and agreed that for the avoidance of doubt such British based organisations may include other nationals.

- Does not provide any Clinical Services to any USA or Canadian nationals in the USA or Canada.

It is understood and agreed that there is no cover for any Claims brought within the USA or Canada regardless of the nationality of the patient and regardless of where in the world they were treated.

It is further understood and agreed that the 180 day restriction shall not apply to any member deployed overseas for and on behalf of the U.K. Ministry of Defence nor to any dependent of such member for Clinical Services provided to U.K. Nationals only on Ministry of Defence Sovereign Bases.
1.5. ITEM 8 of the Schedule reads as follows:

- 01 September 2009 in respect of the Chartered Society of Physiotherapy
- The date of joining the Chartered Society of Physiotherapy for individual Members of the CSP
- None in respect of the Professional Network Groups (as detailed more fully in Schedules ‘A’) of The Chartered Society of Physiotherapy
- Or as listed in Schedule ‘B’ in respect of the individual Members of The Chartered Society of Physiotherapy who require a higher limit of indemnity
- The date trading commenced for non-limited liability partnerships registered in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man subject to all partners holding CSP membership at that time.

Retroactive Date:

1.6. Increased Limit of Liability - Individual Members of CSP

Subject to the prior written approval of Insurers, an individual Member of the CSP may elect to pay an additional premium (which is specified in Schedule B), to increase their ‘any one Claim’ Limit of Liability to GBP 10,000,000 any one Claim and GBP 10,000,000 in the aggregate. Retroactive cover for the increased ‘any one Claim’ Limit of Liability shall be limited to the Retroactive date specified in Schedule ‘B’.

For the avoidance of doubt the individual member of the CSP must be listed on Schedule ‘B’ on the date Clinical Services are provided. In the event that a claim is made after the individual member has ceased to purchase the increased Limit of Liability, cover hereunder shall be limited to GBP 7,500,000 any one Claim and GBP 10,000,000 in the aggregate, unless Run-off cover has been purchased.

1.7. Cover afforded under 621MILMPLC00118 Special Extension –

Financial Loss Coverage is solely in respect of The Chartered Society of Physiotherapy (CSP) and does not extend to other Insured’s.

1.8. Students

Cover shall only be provided hereunder for Student Members whilst providing Clinical Services supervised by a qualified Physiotherapist or other healthcare professional of equivalent status, provided that:

1.8.1. The supervisor is registered with their own regulatory body where applicable
1.8.2. They maintain appropriate insurance either individually or through their employer for students under their supervision.

1.9. Demonstration & Tuition

The term “patient” shall be deemed to include any person who is acting as a patient for demonstration and/or tuition purposes.

1.10. Employees & Vicarious Liability

Insurers shall not be liable for any Claim or Defence Costs directly or indirectly caused by or arising out of or in any way connected with any Insured who employs or engages a practicing Physiotherapist who is not a Member of the CSP. Cover shall be provided hereunder for the vicarious liability of an Insured which arises from the negligent acts of an employee, self-employed person, sub-contractor, student, volunteer, locum, individuals undertaking study or work experience, assistants, support workers or associates employed, engaged or for whom they are otherwise legally responsible but only if:

1.10.1. Any Claim falls within the scope of physiotherapy practice, and

1.10.2. All Physiotherapists and Support Workers retain appropriate CSP membership in their own name.

Notwithstanding the above, insurers shall not be liable for any Claim or defence costs brought against any employer who is not an insured except where the employer is an entity solely owned by the Member and the Claim relates to the Member’s own negligence or the negligence of any other member employed or otherwise engaged by the entity subject to (a) CSP Membership at the date of incident and (b) subject otherwise to the terms, conditions and exclusions of the Policy.

1.11. Medical Practitioners

Cover shall be provided hereunder to Members who are also a Medical Practitioner but solely in respect of a Claim which arises from their practice as a Physiotherapist.

For the avoidance of doubt, Insurers shall not be liable for any Claim or Defence Costs directly or indirectly caused by or arising out of or in any way connected with the provision of any Clinical Services which go beyond the scope of Physiotherapy Practice as determined by the Chartered Society of Physiotherapy.

1.12. Run Off Cover

During the Policy Period, run-off cover is provided hereunder for:-
1.12.1. **Claims** which may arise from **Clinical Services** provided by any non-practising, retired or former Insured in respect of **Clinical Services** provided during their period of CSP membership.

1.12.2. Overseas or former Overseas Members who were resident overseas (except in Australia, USA or Canada) and who held full practising membership and were on the CSP Overseas Register up to 31 December 1998, and

1.12.3. Former Irish Members who held full practising CSP membership up to 31 December 2004, and

1.12.4. The heirs, executors, legal or personal representatives of any deceased Member.

1.12.5. **Claims** which may arise from **Clinical Services** which have been provided by a Professional Network Group listed in Schedule A prior to the dates listed in Schedule A.

It is further understood and agreed that there is no cover afforded hereunder for **Clinical Services** which have been provided by a Professional Network Group listed in Schedule A after the Run Off date per individual Professional Network Group.

1.13. Clinical Trials & Research Projects

Cover shall be provided hereunder in respect of any **Claim** arising from a clinical trial or research project which has been approved by, or conducted in accordance with any conditions or approvals made by, a properly constituted Ethics Committee.


This **Policy** is amended to also indemnify the **Insured** for **Defence Costs** which are incurred with the Insurers prior consent and agreement which relate to any allegations of any infringements of any provisions of the UK Data Protection Act 2018 and the General Data Protection Regulation 2016/679 (“Data Protection Law”) and Data Protection Act 1998, other legislation derivative of EU Directive 95/46/EC of 24th October 1995 or similar legislation in any country.

The maximum amount of **Defence Costs** which are available under this **Policy** shall be limited to GBP 100,000.00 Any One **Claim** and in the Annual Aggregate per member.

For the avoidance of doubt Insurers shall not be liable for any other amounts, awards, fines, or damages which relate to the infringement of the UK Data Protection Act 2018 and the General Data Protection Regulation 2016/679 (“Data Protection Law”) and Data Protection Act 1998, other legislation derivative of EU Directive 95/46/EC of 24th October 1995 or similar legislation in any country.

1.15. That the term ‘patient’ shall be extended to include any client but purely in respect of the provision of **Clinical Services**.
1.16. Medical and Professional Liability Cover - Extension to Insured Principals

Notwithstanding Exclusion 4.19 Principal’s Liability, this policy is extended to cover:

1.16.1. **Principals** engaging the **Insured** for the provision of **Clinical Services** other than when members are engaged as an employee of the **Principal**.

1.16.2. Principals engaging the Insured as an employee but only where the **Insured** is the sole owner of the **Principal**.

It is understood and agreed this extension does not provide cover for any claims caused by the negligence of anyone other than (a) the Insured, (b) any locum who is a CSP member covering the **Insured’s** temporary absence, (c) individuals engaged by the insured solely in an administrative capacity, or (d) individuals undertaking study or work experience under the direct supervision of the **Insured**.

For the avoidance of doubt the **Insured** for the purpose of this extension shall be restricted to Definitions 3.8.2, 3.8.3, 3.8.4 and 3.8.5 of the policy wording.

1.17. Return to Practice Members

Cover shall only be provided hereunder for Members Undertaking a Return to Practice Programme or the provision of Clinical Services whilst supervised by a registered physiotherapist or other healthcare professional.

1.18. Acupuncture for Fertility Treatments

It is understood and agreed that Insurers shall not be liable for any **Claim** or **Defence Costs** directly or indirectly caused by or arising out of or in any way connected with the provision of acupuncture for fertility treatments where the acupuncture treatment is provided after 01 July 2016.

1.19. Support Workers

Cover hereon is afforded to Support Workers who are individual Members of the CSP but only when undertaking Clinical Services delegated to them by a registered physiotherapist or registered Health Professional in support of Physiotherapy interventions.