TRAVELERS

PRO-MEDICA POLICY SCHEDULE

MASTER SCHEDULE

Policy Number	UC PMH 3359959
Schedule Number	2018 - 8 - 50244
Broker	Graybrook Insurance Brokers Limited (UC7810)
Named Insured	The Chartered Society Of Physiotherapy
Postal Address	14 Bedford Row London WC1R 4ED
Business	Please refer to endorsment - Business Description
Period of Insurance	A) EFFECTIVE FROM 1st July 2018 B) TO 30th June 2019 (Both Dates Inclusive)
Renewal Date	1st July 2019

MASTER SCHEDULE (Continued)

The following Section(s) and Optional Extension Clauses of the Policy are operative

Policy Wording Code 00550210

Policy Endorsement(s)

F1802	Business Description
F1803	Irish Members
F1804	Definition of Member
F1805	Bodily Injury
F1858	Territorial Limits
GE113	Warranties and Conditions Precedent and Innocent Misrepresentation/ Non-Disclosure
GE136	GDPR Amendments
GE21A	21A Abuse

An * denotes that the premium stated is a deposit premium subject to adjustment in accordance with the General Conditions.

GENERAL POLICY ENDORSEMENTS
F1802 - Business Description

Attaching to and forming part of

Policy Number UC PMH 3359959

Effective Date 26th March 2013

Business Description

The profession of Physiotherapy as recognised by the Chartered of Physiotherapy and (a) in respect of Student or Associate Members that practices Sports Massage where an appropriate qualification is held, and (b) in respect of CSP Support Workers in respect of any healthcare activity delegated by a regulated healthcare professional. Subject otherwise to the terms, conditions and exclusions of the policy

Subject otherwise to the terms and conditions and exclusions of the policy

GENERAL POLICY ENDORSEMENTS
F1803 - Irish Members

Attaching to and forming part of

Policy Number UC PMH 3359959

Effective Date 26th March 2013

Notwithstanding any provision in this policy to the contrary this policy does not provide any indemnity for Irish members after the 1st January 2005, other than any work undertaken in the United Kingdom which forms part of a recognised physiotherapy course, and subject to membership of the Chartered Society of Physiotherapy. Subject otherwise to the terms, conditions and exclusions of the policy

Subject otherwise to the terms and conditions and exclusions of the policy

GENERAL POLICY ENDORSEMENTS
F1804 - Definition of Member

Attaching to and forming part of

Policy Number UC PMH 3359959

Effective Date 26th March 2013

A member is deemed to be any member of the Chartered Society of Physiotherapy (including non LLP partnerships comprising CSP members only) and students provided they are acting under the supervision of a qualified Physiotherapist, or person of equal professional status (except when the student is acting as a qualified Sports Massage Practitioner).
In the event of the death of a member indemnity will be provided to the member's personal representatives in respect of any liability incurred by the member, and which would otherwise fall to be dealt with under the terms of this insurance.

Subject otherwise to the terms and conditions and exclusions of the policy

GENERAL POLICY ENDORSEMENTS
F1805 - Bodily Injury

Attaching to and forming part of

Policy Number UC PMH 3359959

Effective Date 26th March 2013

It is hereby noted and agreed that General Definition 3. Bodily Injury is restated as follows

The words 'Bodily Injury' shall mean

(a) death injury disease or illness of any person or animal

(b) mental injury or mental anguish and shock

that results in a recognisable psychiatric injury

Subject otherwise to the terms and conditions and exclusions of the policy

GENERAL POLICY ENDORSEMENTS
F1858 - Territorial Limits

Attaching to and forming part of

Policy Number UC PMH 3359959

Effective Date 12th November 2015

It is hereby noted and agreed that the cover by this policy applies world wide, but does not apply in respect of

(a) any liability arising from members permanently resident outside the United Kingdom or Ireland, other than members resident in Gibraltor and the Falkland Islands or members who are overseas residents as at 1st January 1999, and whom continue to pay a membership subscription in the requisite category of the Chartered Society of Physiotherapy,

(b) any liability arising from members temporarily resident in the United Kingdom when practicing in their home country (other than foreign students undertaking a formal HCPC recognised physiotherapy under graduate course in the UK, permitting elective placements in their home country),

(c) any overseas work or elective placements exceeding 180 days in any 12 month period. This limit shall not apply to any member working temporarily overseas for the UK Ministry of Defence or members who are dependents of personnel deployed overseas by the Ministry of Defence or members working in the Republic of Ireland

Subject otherwise to the Terms & Conditions and Exclusions of the Policy

GENERAL POLICY ENDORSEMENTS
GE113 - Warranties and Conditions Precedent and Innocent Misrepresentation/Non-Disclosure

Attaching to and forming part of

Policy Number UC PMH 3359959

Effective Date 1st July 2015

The Company agrees with effect from Inception Date that

(i) The following conditions are added to the General Conditions

No Warranties or Conditions Precedent
No term in this Policy including where expressed as a warranty or condition precedent shall be deemed a warranty or condition precedent such as to automatically discharge the Company from any liability upon its breach The Company shall enforce any term that would otherwise be deemed a warranty or condition precedent as a policy condition only

Basis of the Contract Clauses
Any provision in this Policy to the effect that a statement or statements made by or on behalf of the Insured (including but not limited to statements made in the Proposal) form part of or are the basis of the contract of insurance shall be of no effect

(ii) General Condition - Condition Precedent and all references thereto are deleted

(iii) The following is added to General Condition - Misrepresentation and Fraud

Provided that with respect to any misrepresentation or non-disclosure by any Insured in circumstances where the Company would be entitled to avoid or rescind the Policy the Company waives its right to avoid or rescind this Policy in whole or in part provided that

(i) such non-disclosure or misrepresentation was innocent and free from any fraudulent conduct or intent to deceive

(ii) the Company shall be entitled to amend the terms conditions and premium for this Policy upon review of any information previously misrepresented or not disclosed to the Company and

(iii) the Company shall be entitled to determine the effective date of any amendments in consequence of the exercising of their rights under this Condition

Subject otherwise to the terms conditions and exclusions of the Policy

GENERAL POLICY ENDORSEMENTS
GE136 - GDPR Amendments

Attaching to and forming part of

Policy Number UC PMH 3359959

Effective Date 1st July 2018

The following amendments are made to the Policy:

1. For purposes of this endorsement, the following is added to the General Definitions:

   GDPR
   GDPR means Regulation EU 2016/679 as it forms part of the laws of England and Wales, Scotland and Northern Ireland, and any applicable legislation, act or regulation adopted to enact the provisions of that Regulation, including any equivalent or subsequent legislation, act or regulation.

2. The Data Protection part of General Exclusion Cyber Risk - Third Party is replaced with the following:

   Data Protection
   Contravention of the requirements of the GDPR which is committed or occasioned through the use of Cybermedia.

3. The Data Protection Act 1998 Cover of the Public and Products Liability Section or the Data Protection Act 1998 Extension of the Public and Products Liability and Servicing Indemnity Section where forming part of the Policy is replaced with the following:

   Data Protection
   The Company will indemnify the Named Insured and at the request of the Named Insured any partner director or Employee of the Named Insured subject to the limit of liability stated in paragraph (e) below, in respect of their liability to pay Compensation for damage or distress only under Article 82 of the GDPR, including claimants' costs and expenses in connection with that claim for Compensation, and with the written consent of the Company:

   (1) reasonable defence costs and expenses incurred, and
   (2) the reasonable defence costs incurred relating to a prosecution brought under the GDPR in relation to a claim made by any person;

   Provided that:

   (a) a claim for Compensation is first made or a prosecution is first brought against the Named Insured during the Period of Insurance;
   (b) the Named Insured has taken all reasonable care to comply with the requirements of the GDPR;
   (c) the indemnity will not apply to:
      (i) fines or penalties of any kind,
      (ii) the cost of replacing reinstating rectifying erasing blocking or destroying data,

GENERAL POLICY ENDORSEMENTS
GE136 - GDPR Amendments (Continued)

(iii) indemnify the Named Insured or any partner director or Employee of the Named Insured in respect of liability caused by or arising from a deliberate or intentional act or omission of any such party or person, the effect of which knowingly resulted in liability under the GDPR,

(iv) claims which arise out of circumstances notified to previous insurers or are known to the Insured and likely to give rise to indemnity under this Cover clause at the start of the Period of Insurance,

(v) liability for which indemnity is provided under any other insurance,

(vi) liability which arises as a result of the provision by the Named Insured in connection with the Business of services for the processing of data on behalf of a Third Party, or

(vii) liability which arises as a result of the recording or provision of data for reward or for determining the financial status of any person;

(d) in respect of each and every claim or claims arising from an Event under this Cover clause the Named Insured shall be liable for 10% of the cost of such claim or claims or £500 whichever is the greater; and

(e) the Company's limit of liability under this Cover clause shall not exceed £500,000 during any one Period of Insurance.

4. The Data Protection Cover of the Cybermedia Liability Section where forming part of the Policy is replaced with the following:

Data Protection

unintentional contravention by the Insured or any Agent of the requirements of the GDPR which is committed or occasioned by the Insured or any Agent through the use of Cybermedia to the extent that such liability arises under Article 82 of the GDPR.

Provided that:

(a) the Insured and Agent have taken all reasonable care to comply with the requirements of the GDPR; and

(b) no indemnity is granted in respect of:

(i) the cost of replacing re-instating rectifying erasing blocking or destroying any data, or

(ii) liability caused by or arising from a deliberate or intentional act by or omission of the Insured or Agent the effect of which will knowingly result in liability under the GDPR.

5. Part (a) of Exclusion 2. of the Cybermedia Liability Section where forming part of the Policy is replaced with the following:

(a) death disease illness or bodily injury including mental anguish or emotional distress other than where Insured Risk Data Protection is operative for distress under Article 82 of the GDPR sustained by any person other than an Employee,

GENERAL POLICY ENDORSEMENTS
GE136 - GDPR Amendments (Continued)

6. The Data Protection Act Exclusion of the Professional Indemnity Section where forming part of the Policy is replaced with the following:

   in respect of liability under the GDPR or similar legislation outside the United Kingdom.

Subject otherwise to the terms conditions and exclusions of the Policy.

GENERAL POLICY ENDORSEMENTS
GE21A - 21A Abuse

Attaching to and forming part of

Policy Number UC PMH 3359959

Effective Date 1st July 2008

As from the effective date shown above

1. The following General Definition is added to the Policy

   Abuse

   The word 'Abuse' shall mean any illegal or offensive act or omission that results in the maltreatment of a person and which may be of (but not limited to) a physical sexual verbal psychological or emotional or financial nature

2. The following General Condition is added to the Policy

   Abuse

   This condition shall apply in respect of the Public and Products Liability Section and Professional Indemnity Section where insured

   In so far as indemnity is provided under the Public and Products Liability Section and Professional Indemnity Section in respect of any legal liability (and or prosecution defence costs and expenses in so far as indemnity is provided under the Public and Products Liability Section) directly or indirectly resulting from caused by contributed to attributed to or in any way related to Abuse it is understood and agreed that

   (a) any of the specified amounts detailed in the Schedules as limits of indemnity or the amount of any other limit stated in the Policy shall (where not already so stated) be the total amount payable in the aggregate in respect of all claims during any one Period of Insurance and which amount shall be inclusive of all claimants' and defence costs and expenses to the extent indemnified for (and in respect of the Public and Products Liability Section prosecution defence costs and expenses to the extent indemnified for)

   (b) where legal liability is not attributable to a single identifiable event that occurs at a single fixed time and place then for the purpose of what constitutes one claim in respect of the provision of indemnity under this Policy and the application of the Deductible and inter alia paragraph (a) of General Exclusion 5 all occurrences of Abuse suffered by any individual Third Party claimant committed during the Period of Insurance shall be considered individually as one claim

   (c) for the purposes of this condition the reference to Period of Insurance in paragraphs (a) and (b) above shall include any period prior to the Period of Insurance where the insurance is subject to a retroactive date provision which relates to a period prior to the Period of Insurance during which any act or omission giving rise to indemnity under the insurance may have been committed

GENERAL POLICY ENDORSEMENTS
GE21A - 21A Abuse (Continued)

(d) the insurance provided by the Public and Products Liability Section and Professional Indemnity Section shall not indemnify

(i) any medical or dental practitioner whomsoever or

(ii) any other person who is an Insured against any legal liability (and or prosecution defence costs and expenses in so far as indemnity is provided under the Public and Products Liability Section) directly or indirectly resulting from caused by contributed to attributed to or in any way related to Abuse committed by that individual person which is

(A) dishonest or criminal or fraudulent or

(B) the result of deliberate wrongdoing or recklessness

For the avoidance of doubt indemnity shall continue to apply in respect of the Named Insured's vicarious liability for such acts of another person but not where Abuse arises out of acts or omissions authorised by the Named Insured or at the request of or with the approval of the Named Insured where such authorisation request or approval is dishonest or criminal or fraudulent or results from deliberate wrongdoing or recklessness

(e) where indemnity is provided to indemnify the Named Insured for their vicarious liability for the acts of the person or persons committing such Abuse it is hereby noted and agreed for the avoidance of doubt with regard to the application of General Condition 8 that the Company shall exercise said rights against any Employee committing such Abuse which is dishonest or criminal or fraudulent or the result of deliberate wrongdoing or recklessness

TRAVELERS

PRO-MEDICA POLICY SCHEDULE

PUBLIC AND PRODUCTS SECTION SCHEDULE

Policy Number	UC PMH 3359959	
Schedule Number	2018 – 8 – 50244	
Effective Date	1st July 2018	
Limit of Indemnity	£10,000,000	Any one occurrence as stated in the Policy
	£10,000,000	For Products Liability amount opposite shall be the total amount payable during any one Period of Insurance as stated in the Policy

Section Deductible

£250 $390	In respect of third party property damage other than described below in respect of compensation arising under the laws of the United States of America or Canada in accordance with Section Endorsement 6

Schedule Issued Code 00550210

Section Endorsement(s)

PL06	North American Jurisdiction
PL51	Abuse Inner Limit
PL59	Corporate Manslaughter and Corporate Homicide Act 2007 Defence Costs

PUBLIC AND PRODUCTS LIABILITY ENDORSEMENT
PL51 - Abuse Inner Limit

Attaching to and forming part of

Policy Number UC PMH 3359959

Effective Date 1st July 2006

It is noted and agreed that as from the effective date shown above in respect of any indemnity provided under this Section or any Optional Extension Clauses or endorsements attaching thereto for legal liability (and or prosecution defence costs and expenses to the extent indemnified for under clause 4 of the Cover) directly or indirectly resulting from caused by contributed to attributed to or in any way related to Abuse the amount of the Limit of Indemnity stated in the Section schedule

(a) shall be reduced to £ 1,000,000 and which for the avoidance of doubt shall be the total amount payable in the aggregate in respect of all claims during any one Period of Insurance to the extent indemnified for under clauses 1 and 2 and 3 and 4 of the Cover and

(b) which amount shall be inclusive within and not in addition to the amount of the Limit of Indemnity stated in the Section schedule

Subject otherwise to the terms conditions and exclusions of the Policy

PUBLIC AND PRODUCTS LIABILITY ENDORSEMENT
PL59 - Corporate Manslaughter and Corporate Homicide Act 2007 Defence Costs

Attaching to and forming part of

Policy Number UC PMH 3359959

Effective Date 1st July 2013

The Company will indemnify the Named Insured in respect of all costs of legal representation incurred with the Company's written consent for

1. the defence of any criminal proceedings or
2. in an appeal against conviction arising from such proceedings

brought against the Named Insured for an offence of corporate manslaughter or corporate homicide arising under the Corporate Manslaughter and Corporate Homicide Act 2007 (or any subsequent amending legislation thereof) committed or alleged to have been committed during the Period of Insurance in the course of the Business
Provided that

a. in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
b. the proceedings relate to the death of any person other than an Employee
c. the indemnity will not apply to
    i. proceedings consequent upon death resulting from any deliberate act or omission but this exclusion shall not apply where death is caused by the way in which the Business is managed or organised by the Named Insured and amounts to a gross breach of a relevant duty of care owed by the Named Insured to the deceased
    ii. fines or penalties of any kind
    iii. any circumstances where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
d. the financial limit of the Company's liability under this extension to the Public and Products Liability Section and any equivalent extension to the Employers' Liability Section shall not exceed in the aggregate £1,000,000 in respect of all acts or omissions committed or alleged to have been committed during the Period of Insurance and shall be in addition to the amount of the Limit of Indemnity stated in the Section Schedule
e. for the avoidance of doubt where there is a Deductible stated in the Section Schedule it shall apply in respect of this extension and the amount of the Deductible shall form part of the specified amount detailed in (d) above as the Company's limit of liability and such limit shall not apply in excess of the amount stated as the Deductible

Subject otherwise to the terms conditions and exclusions of the Policy