



Medical Malpractice Insurance for Chiropractors

Policy Wording

Arranged by



Introduction

Welcome to RSA. Thank you for choosing us as your insurer.

Your Policy (including the Schedule, Endorsements, Clauses and Certificates) is evidence of a legal contract and the document should be kept in a safe place.

We are happy to provide duplicates if you mislay any part of your Policy documentation.

Please read the Policy and Schedule carefully and if they do not meet your needs return them to us or your insurance intermediary.

Your Policy

This Policy is a contract between you (also referred to as the Policyholder or your) and us (also referred to as the Company, we, our or RSA).

This Policy and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document.

RSA's acceptance of this risk is based on the information presented to RSA being a fair presentation of the Policyholder's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Policyholder to seek insurance.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

RSA will provide the insurance described in this Policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which the Policyholder shall pay and RSA shall agree to accept the Premium.

This Policy may be cancelled:

- A) by us giving 30 days notice in writing to you at your last known address
- B) by you giving 30 days notice in writing to us at the address shown in the Schedule.

You will be entitled to a proportionate return of Premium unless a claim has been made in the current Period of Insurance.

A handwritten signature in black ink, appearing to read "Scott Egan".

Scott Egan
Chief Executive Officer, RSA UK & International
Royal & Sun Alliance Insurance Ltd

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Additional Benefits

Choosing an RSA Policy means that you also benefit from a number of additional services that we provide free of charge. Our advice-lines will put you in touch with highly qualified experts who can offer information and assistance on a number of issues and there is no limit to the number of times you can call.

A Legal Assistance

A 24 hour service that gives you access to a team of legal experts offering confidential advice on business matters such as defence of prosecutions, employment, customer and supplier disputes.

B Health & Safety

Help is available 24 hours a day on health and safety legislation, including its interpretation, and advice on civil and criminal liability for accidents at work.

C Tax Advice

A confidential telephone advisory service offering assistance on all taxation issues such as PAYE, VAT and income tax. This service is available Monday to Friday, 9am to 5pm.

D Stress Counselling

Stress affects most principals or business owners at some point in their working lives. Our stress counselling service will help you deal with stress at work by addressing minor problems before they become major crises. Confidentiality is of the utmost importance, and our counsellors are qualified and experienced in assessing problems quickly so they can provide immediate therapy. This service is restricted to insured firms with up to 10 principals, partners, directors or Members.

The advice-line number is 0345 078 3863.
Please quote reference: 72741

Advice lines are intended for business use only and are a service provided to sole practitioners, directors, partners and Members of the Insured. Employees do not qualify to use this service. This page should be read in conjunction with the rest of Your Policy documents.

Guidance when making a claim

Claim Notification

Conditions that apply to this policy and in the event of a claim are set out in your policy wording. It is important that you comply with all policy conditions and you should familiarise yourself with their requirements contained in the policy.

Directions for claim notification are included in the Claims Conditions. Please be aware that claims and circumstances that might reasonably be expected to produce a claim against you must be notified to us as soon as reasonably possible. Further guidance is contained in the policy wording.

Claims Conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone Numbers
- Policy number
- The date when you became aware of the claim or Circumstances
- The cause of the claim
- Details of the claim together with the claim value, if known
- Names and addresses of any other parties involved or responsible for the claim.

This information will enable us to make an initial evaluation of the claim. We may, however, need to request additional information. Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, or to undertake further investigations.

Initially a notification of any claim, or any circumstances which might reasonably be expected to produce a claim, should be sent to:

BCA Insurance Services
Affinity House
Bindon Road
Taunton
TA2 6AA

Email: bcainsurance@lloydwhyte.com
Tel: 01823 250 595
Fax: 0118 958 8946

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

Medical Malpractice Insurance

Definitions

For the purposes of this Policy:

1 Abuse

means

- A) intentional acts of hurting or injuring mentally or physically by maltreatment or ill-use or
- B) repeated or continuing contemptuous coarse or insulting words or behaviours

2 Additional Activities

means activator applied kinesiology acupuncture dry needling alexandra technique animal chiropractic bowen technique gonstead technique laser therapy for pain relief where laser devices do not fall into Class 4 or higher of IEC 60825 (amend 2) or ANSI-Z-136.1 (2000) classifications massage homeopathy venepuncture DEXA diagnostic imaging therapeutic intervention and scanning for musculoskeletal conditions physiotherapy pilates yoga Tinsley House Technique where a recognised course of training has been undertaken

3 Advertising Injury

shall mean oral or written publication of material in any manner that slanders libels or defames a person's or organisation's products or services committed in the course of advertising the Policyholder's products or services.

4 Agency Worker

means any person supplied by a temporary work agency working temporarily for and under the direction and supervision of the Insured or the Predecessors

5 Asbestos Risks

means

- A) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
- B) the release of Asbestos Dust
- C) the exposure of persons buildings or property to Asbestos Dust or Asbestos Containing Materials

6 Asbestos

means crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

7 Asbestos Dust

means fibres or particles of Asbestos

8 Asbestos Containing Materials

means any material containing Asbestos or Asbestos Dust

9 Bloodstock

means horses which are

- A) entered or eligible for entry in the general stud book kept by Weatherby and Sons or
- B) entered in Prior's H.B. stud book or
- C) registered with Weatherby and Sons for the purpose of racing under Jockey Club or National Hunt Rules or
- D) registered with a recognised turf authority which is the authority responsible for controlling horse racing in the country concerned

and are not the subject of a non-racing non-breeding agreement

10 Bodily Injury

means death disease illness or bodily or mental injury

11 Claim

means

- A) service of a Claim Form Counterclaim Other Additional Claim Application Notice Notice of Appeal Witness Summons or similar legal document including an application for any related injunction or
- B) a reference to or notification of intention to commence or the commencement of proceedings of any kind including arbitration proceedings or a complaint to an ombudsman or
- C) a written communication including electronic communications (whether or not containing a demand for compensation or damages) asserting a legal liability on the part of the Insured or
- D) any communication in whatsoever form invoking any Pre-Action Protocols contained in the Civil Procedure Rules
- E) any complaint or reference to the General Chiropractic Council

12 Computer System

means any computer hardware software communications system electronic device (including but not limited to any smart phone laptop tablet or wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output Data Processing Media networking equipment or back up facility whether owned or operated by the Policyholder or by any other party

13 Data

means any data of any sort, including without limitation tangible or intangible data and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any other information whatsoever

14 Data Processing Media

means Property on which Data can be stored but excluding the Data itself

15 Defence Costs

means all costs and expenses which are incurred by the Insurer or by the Insured with the Insurer's written consent in connection with the defence investigation or settlement of any Claim made against the Insured and notified under this Policy and in connection with any circumstances which might give rise to a Claim. The Insurer shall not unreasonably withhold its consent to the incurring of Defence Costs.

16 Documents

means all

- A) documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)
- B) computer systems records the property of the Insured or for which the Insured is responsible

17 Employee

means any person including any trainee or consultant under a contract of service with the Insured or the Predecessors including any Agency Worker in respect of the Professional Business at the time of any conduct giving rise to a Claim against the Insured or at the time of any other occurrence which may be the subject of indemnity under this Policy.

18 Endorsement

means an amendment to the Policy Terms and Conditions including amendments described as Memoranda in the Schedule.

19 Field of Play

means the area that is officially marked as the place where a game or sport happens including any waiting areas.

20 Good Samaritan Acts

means any first aid or emergency medical assistance provided by the Insured or by any Employee who is present at any emergency by chance or in response to any call for emergency assistance.

21 Hearing Costs

means all fees for legal representation or defence incurred with the Insurer's written consent in connection with a

- A) Coroner's Inquest or Hearing
- B) General Chiropractic Council Investigation Pre-Disciplinary Hearing or Disciplinary Hearing

22 Injury

means bodily injury mental injury death disease illness wrongful arrest or false imprisonment.

23 Insurance Adviser

means

British Chiropractic Association
59 Castle Street
Reading
Berkshire RG1 7SN

24 Insured

means the person as named in the Schedule being a General Chiropractic Council Registered Chiropractor and a member of

the British Chiropractic Association and who continues to be a member of the British Chiropractic Association throughout the Period of Insurance.

Each of the following parties will in addition be deemed the Insured in respect of Claims arising out of the conduct of the Professional Business carried on by or on behalf of the Insured as named in the Schedule provided that each shall be subject to the terms of this Policy to the extent such terms can apply.

- A) any partner director or Member or former partner director or Member of the Insured or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such partner director or Member or former partner director or Member
- B) at the Insured's request any Employee or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such Employee

25 Insured's Contribution

means the amount for which the Insured is responsible in respect of any one Claim. The Insured's Contribution shall not apply to Extension 3 Good Samaritans Act and Extension 8 Sexual Impropriety Criminal Defence Costs).

All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim.

26 Insurer

means Royal & Sun Alliance Insurance Ltd (No 93792) St Mark's Court Chart Way Horsham West Sussex RH12 1XL.

27 Limit of Indemnity

means the amount stated in the Policy and/or Schedule as being the total amount payable by the Insurer in respect of any one Claim.

28 Medical Malpractice

means breach of professional duty consequent upon any neglect error or omission in providing medical advice treatment prescriptions or medical professional services in the course of the Business including Good Samaritan Acts.

29 Member

means a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000.

30 Minor

means any person under the age of majority.

31 Period of Insurance

means the period of time that the Policy is in force as shown on the Schedule.

32 Person Entitled to Indemnity

means

- A) the Insured
- B) the personal representatives of the Insured in respect of legal liability incurred by the Insured
- C) at the request of the Insured

- 1) any principal
- 2) any director or partner of the Insured
- 3) any Employee
- 4) members of the Insured's formal accreditation standards review or equivalent professional board or committee in respect of
 - a) evaluating the professional qualifications or clinical performance of any provider of any care services or
 - b) promoting and maintaining the quality of any care or services

against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Policyholder

- 5) the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
- 6) any director or partner of the Insured or Employee in respect of private work undertaken by any Employee for such director partner or Employee with the prior consent of the Insured

each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply

but this shall not include any medical practitioner or other healthcare professional registered with

- A) The General Medical Council
- B) The General Dental Council
- C) The General Optical Council
- D) The General Osteopathic Council
- E) The Health and Care Professions Council
- F) The Pharmaceutical Society of Northern Ireland
- G) The General Pharmaceutical Council or any midwife

33 Policy

means the terms and conditions of the contract including the Policy wording, Schedule, Endorsements, Clauses and Certificates

34 Predecessors

means any person practice or other firm to which the Insured has succeeded

35 Professional Business

means activities relating to the practice of chiropractic including Additional Activities where a recognised course of training has been undertaken

36 Professional Sports Person

means an individual who receives financial gain or payment for participation in sport other than reimbursement of reasonable travel and out of pocket expenses

37 Property

means material property but shall not include Data

38 Schedule

means the statement of details specific to the Insured forming part of the Policy

39 Sexual Impropriety

means sexual relations contact intimacy harassment or exploitation but shall not include Abuse

40 Statement of Fact

means the document setting out information provided by the Insured and their representative as being relevant to the cover that has been applied for It also includes assumptions the Insurer has made about factual circumstances relevant to the cover and which are confirmed by the Insured as true and correct

41 Terrorism

means an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any government whether legally established or not

42 United States of America

United States of America shall mean the United States of America or any other territory within its jurisdiction

43 United States of America Claim

means each and every Claim brought against the Insured in the United States of America, or which is instituted or pursued before an arbitrator or tribunal or in courts in the United States of America (whether for enforcement of judgment or otherwise) or in which it is contended that the laws of any country state or political subdivision in the United States of America should apply

44 Virus

means any program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer System, Data or operations, whether involving self-replication or not.

The definition of Virus includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above

45 War Risks

means war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

Insurance Clause

Terms and Conditions

The insurance is provided on a claims made basis with the costs and expenses of the claimant and the costs and expenses (incurred by the Insurer or with the Insurer's written approval) of any Person Entitled to Indemnity included within the Limit of Indemnity stated in the Schedule

1 Medical Malpractice Liability

The Insurer will provide indemnity to any Person Entitled to Indemnity

- 1 a gainst legal liability for damages in respect of accidental Injury of any person arising out of Medical Malpractice arising out of
 - 1) any Claim or
 - 2) the notification of any circumstances which has caused or is alleged to have caused Injury which is
 - A) first made in writing to the Insured (or any other Person Entitled to Indemnity under this Policy) during any Period of Insurance

and

 - B) notified to the Insurer
 - 1) during or
 - 2) within thirty days after expiry of the same Period of Insurance
- 2 in respect of claimants' costs and expenses which the Policyholder is legally liable to pay in connection with any claim under 1 above
- 3 in respect of
 - A) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
 - B) i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the Policyholder director or partner or Employee of the Policyholder for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
 - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of counsel (appointed by mutual consent) such appeal could be contested with the probability of success

where the Insurer has an interest in the outcome of the proceedings

- C) all other legal costs and legal expenses in relation to any matter which may form the subject of a Claim for indemnity under this Policy including any Hearing Costs incurred with the Insurer's prior written approval

General Provisions

Provided that

- 1 the total amount payable under this Section (including all Extensions Additional Clauses and Memoranda) shall not exceed the Limit of Indemnity stated in the Schedule
- 2 the Insured's Contribution will be payable before the Insurer shall be liable to make any payment
- 3 the Insurer may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Insurer the claim or claims can be settled The Insurer will then relinquish control of such claim or claims and be under no further liability in respect such claim or claims
- 4 where the Insurer is liable to indemnify more than one person the total amount payable in respect of damages costs and expenses shall not exceed the Limit of Indemnity
- 5 the total amount payable by the Company in respect of all damages costs and expenses arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule

The total amount payable by the Insurer in respect of all damages costs and expenses arising out of all claims during any Period of Insurance irrespective of the number of sources or original causes of such claims and irrespective of the number of Persons Entitled to Indemnity having claims under this Policy in respect of those sources or original causes shall not exceed the appropriate Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of Insurance namely the Insurer and the Insured both as defined herein

Extensions

1 Advertising Injury

The Insurer will indemnify the Insured in respect of legal liability for Advertising Injury committed during the Period of Insurance

This Extension shall not apply in respect of

- A) a deliberate or intentional act or omission of any Person Entitled to Indemnity if the result thereof could reasonably have been expected by any person having regard to the nature and circumstances of such act or omission
- B) claims which arise out of circumstances notified to previous insurers or known to the Policyholder at inception of this Policy
- C) Advertising Injury where indemnity is provided by any other insurance
- D) Advertising Injury arising out of electronic bulletin boards or chatrooms that the Policyholder hosts owns or exercises control over

2 Loss of or Damage to Documents

The Insurer will in the event of loss of or damage to Documents occurring in the conduct of the Professional Business and advised to the Insurer during the Period of Insurance indemnify the Insured in respect of all costs and expenses reasonably incurred by the Insured in replacing or restoring Documents up to a maximum of £250,000 during the Period of Insurance

Provided that

- A) such loss or damage is sustained while the Documents are either in transit or in the custody of the Insured or of any person to whom the Insured has entrusted them
- B) where the Documents are in electronic format the Insured can demonstrate to the reasonable satisfaction of the Insurer that the Insured had in place sufficient and proper procedures for the security and the daily back-up of Documents
- C) the Insurer shall not be liable for loss of or damage to Documents arising directly or indirectly from
 - 1) the transmission or impact of any Virus
 - 2) unauthorised access to a Computer System

3 Compensation for Court Attendance

In the event of

- A) the legal advisers acting on behalf of the Insured with the consent of the Insurer requiring any principal partner Member director or Employee of the Insured to attend any court tribunal arbitration adjudication mediation or other hearing as a witness or
- B) the Insurer requesting the attendance of any principal partner Member director or Employee as an interested party at any mediation in connection with a Claim made against the Insured and notified under this Policy the Insurer will provide compensation to the Insured at the following rates for each day on which attendance is required
 - i) Any principal partner Member or director of the Insured £500
 - ii) Any Employee £250

4 Good Samaritans Act

The Insurer will indemnify the Insured up to the Limit of Indemnity specified in the Schedule in respect of Claims first made against the Insured and notified to the Insurer during the Period of Insurance in respect of Good Samaritan Acts including Defence Costs incurred by the Insurer or by the Insured with the Insurer's written consent in connection with Claims made under this Extension

5 Treatment of Animals

The Insurer will indemnify the Insured up to the Limit of Indemnity specified in the Schedule in respect of Claims first made against the Insured and notified to the Insurer during the Period of Insurance in respect of

- A) legal liability for negligence in the treatment of animals incurred in connection with the conduct of Professional Business
- B) Defence Costs incurred by the Insurer or by the Insured with the Insurer's written consent in connection with Claims made under this Extension

Provided that

- i) prior to commencement the treatment has been approved by a veterinary surgeon in accordance with current laws
- ii) no indemnity shall be provided for the treatment of bloodstock

6 Run Off Cover

In the event of the Insured ceasing to undertake Professional Business in the United Kingdom during the Period of Insurance the Insurer will extend the Period of Insurance for a period of 60 months without further payment of Premium provided that

- A) at the time of ceasing to undertake Professional Business in the United Kingdom the Insured has not been debarred from membership of the British Chiropractic Association
- B) the Insured (or their personal representative) advises the Insurance Adviser that they are ceasing from undertaking Professional Business in the United Kingdom and their wish to invoke this extension to the Period of Insurance
- C) the insurance scheme for members of the British Chiropractic Association remains with the Insurer
- D) Should the Insured recommence Professional Business in the United Kingdom cover under this Insurance Clause shall cease with effect from the date such commencement of Professional Business occurs

7 Maternity Leave

In the event of the Insured taking leave for maternity during the Period of Insurance the Insurer will extend the Policy period for a maximum of one year without further payment of premium

provided that

- A) the Insured maintains membership of the British Chiropractic Association throughout their maternity leave
- B) the Insured advises the Insurance Adviser of their wish to invoke this extension to the Period of Insurance Cover under this extension shall cease as soon as the Insured returns to their Professional Business

8 Treatment of Professional Sports Persons

The Insurer will indemnify the Insured up to the Limit of Indemnity shown in the Schedule in respect of Claims first made against the Insured and notified to the Insurer during the Period of Insurance in respect of

- A) legal liability for negligence in the treatment of Professional Sports Persons incurred in connection with the conduct of Professional Business
- B) Defence Costs incurred by the Insurer or by the Insured with the Insurer's written consent in connection with Claims made under this Extension

Provided that

- i) no indemnity shall be provided for any Claims arising from the provision of first aid on the Field of Play unless administered as a Good Samaritan Act
- ii) no indemnity shall be provided for Claims made by the club to which the Professional Sports person is associated

9 Sexual Impropriety Criminal Defence Costs

The Insurer will pay in addition to the Limit of indemnity criminal Defence Costs incurred with its written consent in the event of prosecution or allegations against the Insured of actual or attempted Sexual Impropriety occurring in the conduct of the Professional Business and advised to the Insurer during the Period of Insurance

The Insurer shall not unreasonably withhold its consent to the incurring of criminal Defence Costs however should Sexual Impropriety be proven any Defence Costs incurred by the Insurer shall be recovered from the Insured

Exclusions

The Insurer shall not be liable in respect of

1 Abuse

any Claim arising out of or related to actual or alleged conduct involving Abuse

2 Beauty Treatment

any Claim arising out of or relating to

- A) beauty treatment (including piercing or tattooing) on a Minor
- B) hairdressing
- C) permanent make-up
- D) semi permanent make-up
- E) mixing and blending of products in the course of treatments which are not used in accordance with the manufacturer's instructions

3 Adjudication and Arbitration

any Claim arising out of or related to any

- A) decision made against the Insured by an adjudicator who was not independent of the parties to the dispute
- B) arbitration award made in respect of any Claim or counterclaim where the seat of the arbitration was located outside England Wales Scotland or Northern Ireland unless that seat was agreed to by the Insurer

4 Asbestos Risks

any liability based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving Asbestos Risks

5 Bodily Injury to Employees

any liability arising out of Bodily Injury to an Employee arising out of and in the course of their employment for or on behalf of the Insured provided that this exclusion shall not apply to any Claim where the Employee is a patient of the Insured

6 Bodily Injury to Others or Damage to Property

any liability arising out of Bodily Injury to any person or loss of or damage to Property unless arising out of advice design treatment specification or omission to perform a professional duty

7 Breaking of the Skin

any Claim arising out of or related to treatment which involves breaking the skin unless as a result of acupuncture or venepuncture

8 Clinical Trial

any Claim arising out of or in connection with any Clinical Trial

9 Contractual Liabilities and Guarantees

any Claim arising from any contractual agreement in respect of

- A) any express guarantee given by the Insured or
- B) any express contractual penalty made between the Insured and a third party or
- C) any acceptance by the Insured of liability for liquidated damages

in so far as liability assumed by the Insured exceeds the amount of the Insured's liability in the absence of such agreement

10 Controlling Interest

any Claim made against the Insured by

- A) any entity in which the Insured or any partner Member or director or any combination of partners Members or directors of the Insured exercises or has exercised a controlling interest
- B) any entity exercising a controlling interest over the Insured by virtue of their having a financial or executive interest in the operation of the Insured

unless such Claim emanates from an independent third party

12 Directors' and Officers' Liability

any Claim against any Insured in their capacity as a director officer or trustee in respect of the performance or non -performance of their duties as a director officer or trustee

13 Disease

any Claim arising out of or related to any hepatitis or any condition directly or indirectly caused by or associated with human t-cell lymphotropic virus type III (HTLV III) or lymphadenopathy associated virus (LAV) or the mutants derivatives or variations thereof or in any way related to acquired immune deficiency syndrome or any syndrome or condition of a similar kind

14 Dishonesty

any dishonest or fraudulent act or omission committed by any person after there is reasonable cause for suspicion of fraud or dishonesty in relation to such person Furthermore no indemnity shall be given to any person committing condoning or knowingly participating in any way in any act or omission of a fraudulent or dishonest nature

15 Employment

any Claim arising from any liability to any Employee former employee or prospective employee in respect of employment related libel slander humiliation or defamation wrongful dismissal repudiation or breach of any employment contract or arrangement termination of a training contract or contract of apprenticeship harassment discrimination or like conduct

16 Fines or Penalties

for:

- A) fines or penalties;
- B) the costs of appeal against any improvement or prohibition notices,
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012,
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction,
- E) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands and the Isle of Man

17 Goods and Services

any Claim brought by any supplier or prospective supplier arising from or in connection with the actual or prospective supply to or use by the Insured of goods or services

18 Insolvency of the Insured

any Claim arising out of or relating to the insolvency or bankruptcy of the Insured Provided that this Exclusion shall not apply to any Claim

- A) in respect of monies held on behalf of third parties or
- B) for which the Insured would otherwise be indemnified by this Policy but for the insolvency or bankruptcy of the Insured

19 Insured's Contribution

the Insured's Contribution

20 Medical Activities

any Claim arising from or in connection with

- A) surgical intervention
- B) prescribing of medication
- C) the activities of a general medical or dental practitioner
- D) the activities of a nurse or midwife

21 United States of America Jurisdiction and Operations

- A) damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with any claim arising out of or from the United States of America
- B) the enforcement upholding or registration against the Insured by any arbitrator tribunal or court outside the United States of America of any damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with any claim arising out of or from the United States of America
- C) the operations of the Insured or any principal partner Member director Employee agent branch subsidiary or parent company of the Insured in United States of America

22 Nuclear

loss or destruction of or damage to any property whatsoever or any loss or expense of whatsoever nature resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Provided that this exclusion shall not apply to any Claim arising through the use of X-ray or DEXA equipment in the course of Professional Business

23 Pension and Benefit Schemes

any Claim arising from any plan programme or scheme providing benefits to the Insured or any Employees

24 Pollution

any Claim or Claims based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving seepage pollution or contamination of any kind

25 Previous Claims or Circumstances

- A) the consequence of any circumstance
 - 1) notified under any policy which was in force prior to the inception of this Policy
 - 2) known to the Insured or which should have been known to the Insured at the inception of this Policy which might reasonably be expected to produce a Claim
- B) any Claim made against the Insured prior to the Period of Insurance

26 Product Defects and Recall

any Claim

- A) in respect of loss of or damage to any
 - 1) product supplied by the Insured
 - 2) contract work executed by the Insured caused by any defect therein or the unsuitability thereof for its intended purpose
- B) for the costs of recall removal repair alteration replacement or reinstatement of any
 - 1) product supplied by the Insured
 - 2) contract work executed by the Insured necessitated by any defect therein or the unsuitability thereof for its intended purpose

27 Regulatory Review and Appeals

any Claim arising out of or related to any

- 1) Council for Healthcare Regulatory Excellence or Professional Standards Authority for Health and Social Care Review or any decision consequent to this
- 2) costs of any appeal against any judgment following a hearing by a regulatory body

28 Retroactive Date

any claim or loss otherwise eligible for indemnity under this Policy where the cause of such Claim or loss occurred or was alleged to have occurred prior to any Retroactive Date specified in the Schedule

Where the Retroactive Date is specified as None there is no restriction applied

29 Spite or Reckless Behaviour

any Claim arising from personal spite or ill will towards any claimant or arising from reckless behaviour

30 Trading Losses

any Claim arising out of or in connection with any trading losses or liabilities incurred by the Insured or any business managed by or carried on by the Insured

31 Training Schools and Institutions

any Claim arising from the ownership management or control of any training establishment school hospital nursing home sanatorium or similar

32 Transportation or Property

the ownership use occupation or leasing of mobile or immobile goods or property by or on behalf of the Insured

33 Treatment of Eyes

any Claim arising out of or related to treatment of eyes

34 Treatment of Minors

any Claim arising from the treatment of Minors but this Exclusion shall not apply where the Minor is accompanied by a parent guardian or chaperone

35 Unlawful Detention

any Claim arising out of or related to unlawful detention in breach of the Mental Health Act 1983 the Human Rights Act 1998 or similar or successor legislation

36 War and Terrorism

any Claim arising directly or indirectly out of War Risks or Terrorism

General and Claims Conditions

1 Insurance Act 2015

In respect of any

- A) duty of disclosure
- B) effect of warranties
- C) effect of acts of fraud

The rights and obligations applying to the Insured and the Insurer shall be interpreted in accordance with the provisions of the Insurance Act 2015

2 Observance

It is a requirement of the Company that the following conditions apply to all sections of the Policy except so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees

Failure to comply with Conditions 3 and 4 will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss

3 Reasonable Precautions

the Insured at their own expense shall

- a. take reasonable precautions to prevent any circumstances or to cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant and vehicles in a sound condition
- b. as soon as reasonably practical after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such reasonable additional precautions to be taken as the circumstances may require

4 Action by the Policyholder

the Policyholder at their own expense shall without undue delay give to the Company notice with full particulars of any claim or circumstances which may give rise to a claim regardless of the Policyholder's Contribution

Every letter claim writ summons and process in connection with such circumstances shall be forwarded to the Company without undue delay on receipt

Written notice shall also be given without undue delay by the Policyholder to the Company immediately the Policyholder shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this Policy

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Policyholder without the written consent of the Company which shall be entitled to take over the absolute control and conduct in the name of the Policyholder the negotiation proceeding defence or settlement of any claim or to prosecute any claim in the name of the Policyholder for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

5 Maintenance of Records

The Insurer shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy unless the Insured at all times

- A) maintain accurate descriptive records of all Professional Business rendered which shall be available for inspection and used by the Insurer or their duly appointed representatives in so far as they pertain to any claim hereunder
- B) retain all records relating to Professional Business for at least six years from the date of consultation or treatment and in the case of Minors for a period of six years after the date that the Minor would attain majority

6 Legal Representation

Where the Company provides its consent to indemnify the Policyholder in respect of the costs of legal representation in relation to any matter which may form the subject of a claim for damages under this Policy the Company will choose an appropriate representative (be it solicitor or otherwise) to act on the Policyholder's behalf

The Company will provide the Policyholder with details of the nominated appropriate representative prior to the representative's instruction

In the event that the Policyholder wishes to appoint its own representative the Policyholder shall provide prior notification of its intention to do so and seek the Company's written consent

In respect of all other claims the Policyholder is free to choose a suitably qualified legal representative

The Policyholder agrees that in respect of its proposed representative

- a. the hourly rate (or such other fee basis as the case may be) to apply and
- b. the terms and conditions of such appointment shall be subject to the Company's prior approval

In the event of a dispute regarding the amount of legal costs incurred by the Policyholder's representative the Policyholder agrees that the Company will have the option to audit any files for the purpose of assessing the costs claimed

7 Queen's Counsel Clause

The Insured shall not be required to contest any legal proceedings unless a Queen's Counsel (or by mutual agreement between the Insured and the Insurer a similar authority) shall advise that such proceedings could be contested with the probability of success

8 Disposal of Claims

In connection with any Claims against the Insured the Insurer may at any time pay to the Insured the Limit of Indemnity (after deduction of any sums already paid or which the Insurer is liable to pay in relation to such Claims as damages or claimants costs and expenses) or any less amount for which such Claims can be settled and thereupon the Insurer shall relinquish the control of such Claims and be under no further liability in connection therewith except of Defence Costs for which the Insurer may be responsible under this Policy in respect of matters prior to the date of such payment

9 Other Insurance

If at the time any claim arises under this Policy the Insured is or would but for the existence of this Policy be entitled to indemnity under any other policy or policies the Insurer shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Policy not been effected

10 Choice of Law

Under the laws of the United Kingdom (England Scotland Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws Unless the parties agree otherwise in writing the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based or if the Insured is based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Insured is based The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based or if the Insured is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Insured is based

11 Rights of Third Parties

A person who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

12 Cancellation of the Insured's Fixed Sum Loan Agreement

Where the Insurer has agreed to the Insured paying their Premium by monthly instalment in the event of a missed payment the Policy may be terminated and the Insured will no longer be insured by the Insurer The Insurer may also take further action to pursue any outstanding debt If the Insured's monthly Premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 1974 then this shall be deemed to be a linked loan agreement In the event that there is a default in the instalments due under the payment schedule the Insurer reserve the right to also terminate that linked loan agreement

13 Financial and Trade Sanctions

The Insurer shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition If any Prohibition takes effect during the Policy period the Insured or the Insurer may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address

If the whole or any part of the Policy is cancelled the Insurer shall if and to the extent that it does not breach any Prohibition return a proportionate amount of the Premium for the unexpired period subject to minimum Premium requirements and provided no claims have been paid or are outstanding For the purposes of this clause a Prohibition shall mean any prohibition or restriction imposed by law or regulation

14 Ionising Radiation

Where X-Ray or DEXA equipment is used the Insured shall at all times ensure that they comply with the requirements of the Ionising Radiation Regulations 1999

Special Benefits

- 1 Where this Policy is a renewal of an immediately preceding Medical Malpractice insurance issued by the Insurer the Insurer will not avoid this Policy due to a breach of the Insured's duty of fair presentation provided that
 - A) such failure of the Insured's duty of fair presentation was neither deliberate or reckless
 - B) the Insurer may impose such terms and conditions as the Insurer would have imposed in the absence of such breach
 - C) where the Insured's breach of the duty of fair presentation was the failure to notify any circumstance known to the Insured or which should have been known to the Insured prior to the Period of Insurance which might reasonably be expected to produce a Claim under Exclusion 24 A 2) (Previous Claims or Circumstances) shall not apply provided that
 - i) the Insured's failure to notify such circumstance was neither deliberate or recklessand
 - ii) if the indemnity or cover to which the Insured would have been entitled under any applicable preceding insurance was in any way more restrictive than that provided at the date of notification to the Insurer then indemnity or cover will be restricted to that applicable under such preceding insurance
- 2 If the Insured is in breach of General and Claims Conditions 4 (Action by the Policyholder) or 5 (Maintenance of Records) of this Policy then the Insurer shall not deny any claim but shall first apply provision C) in Special Benefit 1 (to the extent applicable) and then where such breach has prejudiced the handling or settlement of any claim reduce the amount payable in respect of such claim (including Defence Costs) to such sum as would have been payable by the Insurer in relation to that claim in the absence of such prejudice

Renewal Procedure

Prior to expiry of the Period of Insurance each year the Insurer may request the Insured to complete a renewal declaration form. The renewal premium (and if applicable any adjustment of premium for the past year) will be calculated on the information provided by the Insured. Renewal will not be invited unless a satisfactory declaration is received by the Insurer when requested prior to expiry of the Period of Insurance. Failure to submit a renewal declaration form prior to expiry of the Period of Insurance will cause this Policy to be lapsed from the expiry date.

Complaints Procedure

Our Commitment to Customer Service

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right.

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- ensure you are clear on how to escalate your complaint if necessary

Step 1

If your complaint relates to your policy then please contact the Insurance Adviser. If your complaint relates to a claim then please call the claims number shown on page 3.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

RSA
Customer Relations Team
P O Box 255
Wymondham
NR18 8DP

Email: crt.halifax@uk.rsagroup.com

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 0234567 (free from standard landline, mobiles may be charged)
0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the FOS. This does not affect your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

Fair Processing Notice

How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

Who we are

This product is underwritten by Royal & Sun Alliance Insurance Ltd.

You are giving your information to Royal & Sun Alliance Insurance Ltd, which is a member of the RSA Group of companies (the Group). In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

How your information will be used and who we share it with

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your information identifier, e.g. Internet Protocol (IP) Address or telephone number supplied by your Service Provider.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request. From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary

Sensitive Information

At Royal & Sun Alliance Insurance Ltd we provide commercial insurance policies directly or in partnership with other organisations.

Where individuals are covered under the terms of these insurance policies we may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at: www.rsagroup.com/support/legal-information/privacy-policy/

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer,
RSA,
Bowling Mill,
Dean Clough Industrial Park,
Halifax HX3 5WA.

You may also email us at crt.hallifax@uk.rsagroup.com.

How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to:

The Data Protection Officer,
RSA,
Bowling Mill,
Dean Clough Industrial Park,
Halifax HX3 5WA.

Royal & Sun Alliance Insurance Ltd (No. 93792).
Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL.
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
This scheme is underwritten by Royal & Sun Alliance Insurance Ltd and arranged by the British Chiropractic Association.

British Chiropractic Association (No.1781531).
Registered in England at 59 Castle Street, Reading, Berkshire, RG1 7SN.
The BCA is an Appointed Representative of Lloyd & Whyte Ltd, Affinity House, Bindon Rd, Taunton, Somerset, TA2 6AA
which is authorised and regulated by the Financial Conduct Authority. Lloyd & Whyte Ltd (No.306077).