



Summary of Medical Malpractice and Public Liability Block Insurance Scheme For Full and Student Members of the College of Paramedics

Introduction

This insurance is provided as a benefit to full and student members of the College of Paramedics.

Scheme Insurance Brokers

The cover is arranged on behalf of the College of Paramedics by:

Graybrook Insurance Brokers Limited,
8 Chandlers Way,
South Woodham Ferrers,
Essex CM3 5TB

Telephone Number: 01245 321185

Fax Number: 01245 322240

Email: enquiry@graybrook.co.uk

Website: www.graybrook.co.uk/cop-members

Graybrook is a trading style of Graybrook Insurance Brokers Limited
Registered Office: 1208/1210 London Road, Leigh-on-Sea, Essex. SS9 2UA
Registered in England and Wales – Registered Number: 4955851
Graybrook Insurance Brokers Limited are authorised and regulated by the Financial Conduct Authority – Registered Number: 595238

Policy Summary

Insurer:	Hiscox Insurance Company Limited
Policy No.:	HU P16 9328577
Members Insured:	Full Registered and Student Members of the College of Paramedics
Period of Cover:	1st June 2017 to 31st May 2018
Type of Cover:	Medical Malpractice and Public Liability Insurance
Activities Insured:	Samaritan Acts and Paramedic activities including Medico Legal work and training within qualified member's individual scope of Paramedic Practice, including voluntary and paid work where total annual gross earnings do not exceed £5,000 per annum and is outside of qualified member's main full time employment, and Student members whilst undertaking elective placements under the supervision of a qualified Paramedic or Registered Healthcare Professional or equivalent.
Basis of Cover:	Claims Made – claims only accepted if first notified during the currency of the policy
Retroactive Cover:	The policy will only respond to claims arising from any insured activity undertaken: - (a) By Students from 1st June 2016 (b) By qualified members from 1st November 2013 or (c) From the date of College of Paramedic membership whichever date is later
Limits of Indemnity:	<p>The following limits of cover apply:</p> <p>Limits of Indemnity: £ 5 million any one claim and in all inclusive of all costs and expenses for each member in any 12 month period</p> <p>Members requiring higher limits of indemnity should contact the scheme Brokers for further options.</p>
Excess:	The first £250 of any claim will be the responsibility of members (no excess applies to Students for Medical Malpractice claims).

Territories:

The policy covers work undertaken by full members and elective placements for Student members in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, and elsewhere in the World (excluding the USA and Canada), provided members are ordinarily resident in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Full and Student Members are additionally covered for observation only elective placements in the USA and Canada as part of Paramedic training or further education.

Claim Jurisdiction Territories:

Claims will only be covered if brought against members in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man or the Republic of Ireland.

Additional Covers Included:

Claims will be considered against qualified members where they involve:

- Members acting as a Medico Legal Adviser
- Teaching within the member's individual scope of Paramedic practice (including Paramedic Science and First Aid).
- Defamation
- Breach of Professional Confidentiality
- Any other Civil Liability unless excluded as shown in the Policy
- Member to Member Liability
- Data Protection Act 1998

Notable Exclusions:

Please refer to the policy for full details, but the policy contains the following notable exclusions:

- Any claims arising from the members main employment
- Claims arising from any paid work where total earnings exceed £5,000 per annum
- Claims arising from work that is outside the individual scope of Paramedic Practice or is not a Samaritan Act
- Claims arising from the treatment of Elite Athletes and Professional Sports people (see special exclusion below for details)
- Claims arising from products sold or supplied
- Claims from circumstances known by any member prior to start of the policy cover (or CoP membership if later)
- Any claim where members are entitled to insurance or other indemnity arrangements held elsewhere
- Claims arising from clinical trials or research projects
- Claims arising outside the scope of Paramedic Practice
- Claims relating to Meningitis unless the patient has been physically examined and the member has followed the current NICE guidelines and acted within members scope of practice
- Claims relating to sexual misconduct
- Claims arising from the sale or supply of any products

**Professional Sports
& Elite Athletes
Exclusion:**

No claim is covered arising directly or indirectly from the treatment of Professional Sports people or Elite Athletes provided under a Contract or Agreement except where treatment is a result of a Good Samaritan Act. The following definitions apply to this Exclusion:

The expression "Professional Sports Person" shall mean anyone whose full time earnings are derived from playing in any sport or sports.

The expression "Elite Athlete" shall mean any person who is currently a member of a national team or squad'.

Special Conditions:

Members are advised to familiarise themselves with the policy terms and conditions which include the following special conditions:

- Qualified members must be HCPC registered at the date of treatment/incident.
- Members must declare any claim or circumstances alleging malpractice prior to the start of this policy or prior to the start of CoP membership, whichever date is earlier.
- Members must give immediate notice to the brokers or underwriters of any claim or potential claim including when they become aware of any circumstances which may lead to a claim.
- Members must keep a record of professional services, equipment used, and consent forms where applicable and maintained for a minimum of 10 years.
- Claims will only be considered if CoP membership is held at the time of treatment/incident and at the date of claim (the College should maintain a current and up to date list of all eligible members, which must be made available on request to underwriters)
- Students must be supervised by a qualified Paramedic or by a Registered Healthcare Professional (or equivalent).
- No claim will be considered if brought against any partnership or private limited company formed by any member

Run-Off Cover:

The policy will respond to claims against members resulting from Paramedic practice that have retired or are no longer practicing as a Paramedic or training as a Paramedic Student provided this policy is current at the date of claim. The claim however must relate to an incident occurring after the policy Retroactive Date, and during the period of CoP membership. The College must maintain a register of members for the purpose of run-off cover only.

Important Notes:

(i) This summary is not intended to be exhaustive and does not in any way alter the terms and conditions of the Medical Malpractice and Public Liability policy. In the event of conflict the terms and conditions of the policy will take precedence over this summary.

(ii) This insurance is provided as a membership benefit for all Full registered and Student members of the College of Paramedics. If the cover is insufficient for members' requirements, they should contact us for further options (including insurance for partnerships or limited companies).

Claim Notification:

Members must notify either the Scheme Brokers or Hiscox as soon as they become aware of any circumstances that could lead to a claim under the Policy or receive notification of any claim either verbally or in writing.

Members shall not admit liability or agree or make settlement arrangement, offer, promise or payment and do anything that may compromise or prejudice the defence of a claim or incur any costs or expenses in connection with any claim without the written consent of Underwriters.

Policy Wording:

The full policy wording, terms and conditions are available on request or online as a download from www.graybrook.co.uk/cop-members.

Additional Insurance:

If this cover does not meet the circumstances or requirements of any Member, or the members trading entity, additional covers are available on application from www.graybrook.co.uk/paramedicinsurance and www.graybrook.co.uk/defencecosts or from a professional insurance adviser on 01245 321185.

Disclaimer:

It is the responsibility of each Member to ensure this cover is adequate for their needs and to comply with the policy terms and conditions.

Evidence of Insurance:

Certificates are available on request to the College of Paramedics confirming evidence of this insurance to eligible members.

Complaints Procedure:

Whilst all reasonable care has been taken in the administration of this insurance scheme, any complaints should be addressed to: -

William Hulse ACII, Managing Director
Graybrook Insurance Brokers Limited
8 Chandlers Way
South Woodham Ferrers
Essex CM3 5TB

Telephone Number: 01245 321185

Fax Number: 01245 322240

Email: williamhulse@graybrook.co.uk

The company's terms of business is available by following the link 'Our Terms of Business' contained on our website www.graybrook.co.uk or is available upon request.