

# BCA Membership

## Insurance Information Pack



Please note that this information pack is only a summary.

Please refer to the full policy wordings and your schedule for details of the cover you have as a member of the BCA.

# Contents

	Page(s)
<b>The Need for Insurance</b>	<b>3</b>
<b>Cover Summary</b>	<b>4 - 5</b>
<b>Joining &amp; Leaving</b>	<b>6</b>
<b>“Entity” cover</b>	<b>7</b>
<b>Handling Incidents / Complaints</b>	<b>8</b>
<b>Changes / Activity Requiring Notification</b>	<b>9</b>
<b>Risk Management</b>	<b>10 - 11</b>
<b>BCA Contact Information</b>	<b>12</b>

# The Need for Insurance

## Why do you need Medical Malpractice Insurance?

Whenever you provide professional services (treatment and/or advice), you owe a duty of care to the recipient. If your services fall short of professional standards you may be liable for any subsequent loss. Indemnity insurance protects you against this risk, paying the legal costs of defending such claims and any claims awards or settlements.

In addition it is a legal requirement, as set down by the GCC, to hold Indemnity Insurance.

## What type of Insurance does BCA membership include?

- **Medical Malpractice Insurance**
- **GCC Disciplinary Defence costs** – in respect of medical malpractice
- **Public Liability** (for example for slips and trips)
- **Products Liability** (for any products you may sell or provide)  
(Please note that Public and Products Liability cover is in respect of you individually. Note that Clinics which are an entity in their own right should have Clinic Insurance, as described below.)
- **Personal Accident Cover** : providing pre-agreed financial payments if you have a severe accident
- **Legal Expenses & Tax Protection Cover**

## What other insurances may you need?

There are a wide variety of other insurance products available which you may require depending upon your personal circumstances. We thought we would highlight 4 key areas. For more advice, please contact Lloyd & Whyte Ltd on 01823 250700.

- If you employ somebody it is a legal requirement that you have Employers' Liability Insurance in place. This is usually best sourced through "Clinic Insurance", which can also cover Public & Products Liability for the clinic, along with Business Interruption, Contents, Buildings and various other covers.
- If you drive as part of your work, you must inform your motor insurer, in order to add "Business Use" to your Motor Insurance policy.
- If you work from home you should inform your home insurer, in order that you can arrange cover in respect of visitors – for example, if a slate fell off a roof and it injured a visitor, you may have no cover if you hadn't informed your insurer that you work from home.
- There are various other products which can help protect your finances – for example Income Protection, Critical Illness and Life Insurance.

# Cover Summary

Please refer to the Policy wordings for full details and exclusions

Cover	Key areas of cover	Key exclusions
<b>Medical / Liability Insurance</b>	<ul style="list-style-type: none"> <li>• Up to £5,000,000 in any given insurance year</li> <li>• Defence costs &amp; expenses would be payable in addition to this limit</li> <li>• Cover for Medical Malpractice and Civil Liability, including Professional Indemnity</li> <li>• Includes GCC defence costs</li> <li>• Includes cover for individuals for Public &amp; Products Liability</li> <li>• Can be extended to cover "entity" (e.g. limited company clinics) in most situations – see page 7</li> </ul>	<ul style="list-style-type: none"> <li>• Defence of sexual impropriety, other than where it has been found there is "no case to answer"</li> <li>• Public &amp; Products Liability for clinics – this requires separate Clinic Insurance – see page 3</li> <li>• Fines, penalties and punitive damages</li> <li>• Dishonest, deliberate or reckless acts</li> <li>• Where there has been an unreasonable delay in notification of incidents which might give rise to a claim (where prejudicial to the claim)</li> </ul>

Cover	Key areas of cover	Key exclusions
<b>Personal Accident</b>	<ul style="list-style-type: none"> <li>• £10,000 for Permanent Death, Loss of one or more Limbs, Loss of sight in one or both eyes, Loss of speech, Loss of hearing in both ears or Total Disablement.</li> <li>• £3,000 for Permanent Loss of hearing in one ear.</li> <li>• 100% of weekly salary (capped at £1000) for Temporary Total Disablement</li> <li>• 40% of weekly salary (capped at £400) for Temporary Partial Disablement</li> <li>• 24 hour cover (not just whilst working)</li> </ul>	<ul style="list-style-type: none"> <li>• Self inflicted injury</li> <li>• Illness or disease (not resulting from bodily injury following an Accident)</li> <li>• Naturally occurring condition, degenerative process or gradually operating process</li> <li>• Post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an Accident)</li> <li>• Radioactive contamination (not resulting from bodily injury following an Accident)</li> <li>• War in country of residence</li> <li>• Aged 80 or over</li> </ul>

Cover	Key areas of cover	Key exclusions
<p><b>Legal Solutions</b></p>	<ul style="list-style-type: none"> <li>• Legal Defence costs. For example :               <ul style="list-style-type: none"> <li>○ Representation in an appeal to the High Court following a decision by the GCC up to £50,000</li> <li>○ Representation at a Fatal Accident Inquest, up to £25,000</li> <li>○ Representation at a non – Medical Malpractice related GCC disciplinary hearing, up to £25,000</li> </ul> </li> <li>• Tax Protection – Accountancy fees relating to a formal aspect enquiry (up to £2,000) or full enquiry (up to £100,000) into business tax affairs</li> <li>• Legal, Tax and Counselling Helplines</li> </ul>	<ul style="list-style-type: none"> <li>• Where the prospects of being successful in a claim are less than 50%</li> <li>• Sexual impropriety, assault, violence or dishonesty</li> <li>• Deliberate or reckless acts</li> <li>• Fines, penalties and punitive damages</li> <li>• Where there has been an unreasonable delay in notification of incidents which might give rise to a claim (where prejudicial to the claim)</li> <li>• The first £200 of each claim in respect of Aspect Enquiries</li> </ul>

The insurer (other than for Legal Solutions) is Royal & Sun Alliance Insurance plc (RSA). RSA is one of the world's leading insurers and have a specialism in offering bespoke insurance solutions.

The Legal Solutions policy is through ARAG plc, a specialist provider of legal expenses insurance, and underwritten by the insurer Brit Syndicate 2987 at Lloyds.

In arranging the insurance, the BCA also draws upon the expertise of its broker, Lloyd & Whyte Ltd, specialists in insurance and financial services for healthcare professionals.

## Joining & Leaving

The BCA scheme policies are annually renewable policies from the 1<sup>st</sup> January, and are underwritten on a “claims made” basis. This means that claims are dealt with by the policy that is in force at the time of notification (not necessarily when you carried out the treatment, which could have been a number of years ago).

For example, you treat a patient on 1<sup>st</sup> July 2014 and then hear nothing further from them until 1<sup>st</sup> June 2015. At this point the patient alleges that the treatment you provided has caused them to suffer ongoing neck pain. A claim is then brought against you. If you have a “claims made” policy (as it is for BCA members), it will be dealt with by your current Insurers because the policy triggered on the date the claim is made (in 2015) and not the date that the treatment was given (2014).

### Upon Joining the BCA

Upon joining the BCA, you will be covered for events which occurred in the past, as long as you were not aware they may give rise to a claim. If you are aware of such circumstances, then your previous insurer should have been made aware.

### Leaving the Profession OR Moving Permanently abroad

(Please notify Sandy Gale at the BCA, in advance)

If you leave the profession in the UK completely, through a change in profession, retirement, or moving permanently abroad, we will arrange FREE run off cover. This will provide you with cover in the future, should a claim be notified relating to an incident which occurred when you were a member.

If moving overseas, cover will not apply for any work you then do (you would need to arrange cover in that country).

### Maternity Leave / Shared Paternity Leave / Sabbatical

(Please notify Sandy Gale at the BCA, in advance)

You will continue to have cover, and membership of the BCA, FREE of charge for up to 12 months, subject to no work being carried out during the period. If you require more than 12 months, please contact Sandy Gale at the BCA.

### Leaving the BCA

If you leave the BCA and continue to practice, then your cover through the BCA Scheme will cease upon leaving. You will need to discuss with your new insurer to ensure that you have cover for previous work (sometimes referred to as a “a retrospective cover”). If you have any queries or issues, please contact us.

## “Entity” Cover

We have a number of members who are set up as Limited Companies, or run clinics where other professionals work. To protect your business against claims being made against it (rather than against an individual practitioner), we can extend your insurance and this is FREE for businesses where ALL practitioners are BCA members. This will allow business owners to have peace of mind, knowing that they will be covered, in the event of a claim against the business entity.

In addition, even where the business includes chiropractors (or other practitioners such as physiotherapists and osteopaths) who are non-BCA members, the cover to protect the business is still available for a small payment of £50 per non-BCA member practitioner. There are some types of professions (such as those conducting surgical work) which cannot be accommodated within your cover and would need a separate policy to be arranged.

Please note that if you have entity cover, you still need to ensure that all practitioners have their own individual insurance in place (whatever their profession).

If you have already told us about your Limited Company status, or details of your wider clinic, you need take no action.

If you haven't let us know about your Limited Company before, or have any questions, then please contact Sandy Gale at the BCA for a proposal form / advice.

# Handling Incidents / Complaints

As well as the need to ensure you act promptly and effectively to ensure your insurance is valid, you also must remember the “Duty of Candour” placed on healthcare professionals, in respect of handling patient complaints, or when things go wrong.

Members should all have a complaints procedure as required by the GCC Code of Practice.

You must inform us immediately, as soon as you become aware of :

- A complaint from a patient – this could range from a verbal complaint to a letter from a solicitor
- An incident which you believe could result in a complaint in the future – for example a patient having an adverse reaction to treatment, even if they haven’t complained at this stage
- Notification of a complaint / investigation from the GCC

The BCA will then work with you to help resolve the matter. The initial steps in the complaint process are as follows :

1. The chiropractor must acknowledge to the complainant, in writing, within 7 working days of receiving the complaint.
2. Following this, a detailed written response must be made to the complainant within 28 working days. If this is not possible, then the complainant must be kept informed of the progress in the investigation of the complaint.
3. The BCA will notify insurers of the matter in case it fails to reach resolution at these early stages and escalates to either a civil action or a GCC complaint.
4. With the assistance of the insurer, if complaints escalate, then a solicitor / clinical expert may be appointed to assist in defending you.



# Changes / Activity Requiring Notification

There are various changes which you should inform us of. If in doubt, please contact Sandy at the BCA.

For example :

- If you undertake activity outside the normal work of a chiropractor

*(Note that the policy covers you for work involving the following, without the need to notify us : x-rays, scanning, dry-needling, acupuncture, DEXA, diagnostic imaging, therapeutic intervention scanning and laser therapy) – please see Page 12 of the policy wording for details of “Additional Activities” included in the cover)*

- You have a student on work experience. Please note, any work experience placements should only be acting in an administrative capacity, although they may observe chiropractic treatment provided that full patient consent is obtained beforehand. They must be fully supervised at all times.
- Any work in North America
- If you are opening a clinic overseas
- Working with bloodstock horses
- Work at high risk locations (such as prisons or oil rigs)
- If you require Entity Cover – see page 7
- Change of name / address / contact details
- Change of profession / retirement
- Maternity / Paternity
- Moving abroad permanently

# Risk Management

It is vital that you have robust risk management in place, for the protection of your patients and yourself.

## Key areas to consider

We thought it may be useful to highlight some key areas to consider, based on our experience over many years :

- Record Keeping. Maintaining good records of patient treatment is invaluable, both for future reference if conditions reoccur, and in the event that a claim is made against you. The BCA has produced very comprehensive Case History Sheets for our members. These are available from the BCA at £20.00 for 50 or £180.00 for 500. If you wish to order these, please email [Ann.Goble@chiropractic-uk.co.uk](mailto:Ann.Goble@chiropractic-uk.co.uk) or these can be ordered via the members only section of the BCA Website.
- Members must at all times comply with the GCC's Code of Practice and Standard of Proficiency.
- Members must also comply with the the Professional Standards Authority Guidelines on "clear sexual boundaries between healthcare professionals and patients: responsibilities of healthcare professionals". Any member who knowingly pursues an inappropriate relationship with a patient and in so doing breaches the GCC Code of Practice and the PSA Guidelines will not be entitled to indemnity to defend a case against them should a complaint be made to the GCC, unless it is found there is "no case to answer".

## How the BCA can help

- The BCA will promote aspects of risk management and safe practice through its publications, seminars and conferences. Members should ensure that they are fully conversant with the advice provided and do their utmost to comply with the advice which may be provided from time to time.
- The BCA has in conjunction with Educare, produced an on-learning tool exclusively for BCA members and further information can be obtained from the members' area of the BCA's website.

- The BCA maintains a register of all patient complaints notified to it by members and also of the complaints received directly to the BCA. The BCA's Professional Standards Committee will review the complaints register bi-annually and will provide advice and support to any member who, in the opinion of the PSC, may benefit from risk management advice relating to their patient or practice management styles.
- Members are also encouraged to contact the BCA at any point if they wish to benefit from risk management advice. All contact with the BCA for advice and support will remain confidential and will not be disclosed to any other party unless it is a notifiable incident in relation to the indemnity insurance policy.
- All findings of the GCC's Professional Conduct Committee, which involve the issue of a sanction against a member will be referred to the BCA's Professional Standards Committee who will undertake a review to determine whether action needs to be taken to safeguard further risk and protect the reputation of the Association as a whole. Such action may include the issuing of written advice, which may contain recommendations for relevant and proportionate risk management strategies.

## BCA Contact Information

For any queries, or advice, please contact :

### British Chiropractic Association

**59 Castle Street**      **Tel:**      **0118 950 5950**  
**Reading**              **Fax:**      **0118 958 8946**  
**Berks**                 **E-Mail:**    **[enquiries@chiropractic-uk.co.uk](mailto:enquiries@chiropractic-uk.co.uk)**  
**RG1 7SN**

For queries in respect of other insurance (such as Clinic Insurance or Home Insurance), please contact Lloyd & Whyte on 01823 250700.

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