

Underwritten by



MEDICAL MALPRACTICE & PROFESSIONAL INDEMNITY INSURANCE FOR CHIROPRACTORS

Policy

Arranged by



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, Director 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 the 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 any 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:

British Chiropractic Association
59 Castle Street
Reading
Berkshire
RG1 7SN

Email: enquiries@uk-chiropractic.co.uk
Tel: 0118 950 5950
Fax: 0118 958 8946

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



This Policy is a contract between the Insured and the Insurer

This Policy the Schedule (including any issued in substitution) and any Endorsements should be read as if they are one document

The Insurer's acceptance of this risk is based on the information presented to the Insurer being a fair presentation of the Insured's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Insured 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

The Insurer 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 Insured shall pay and the Insurer shall agree to accept the premium

Contents

Section	Page
Definitions	6
Insurance Clauses	8
Limits of Indemnity	10
Exclusions	10
General Conditions	12
Claims Conditions	13
Special Benefits	13
Renewal Procedure	14
Complaints Procedure	15
Fair Processing Notice	16

Medical Malpractice Insurance

Terms and Conditions

THIS POLICY COVERS CLAIMS FIRST MADE AGAINST THE INSURED (AND, IN RELATION TO INSURANCE CLAUSE 4, (LOSS OR DAMAGE OCCURRING) AND NOTIFIED TO THE INSURER DURING THE PERIOD OF INSURANCE. PLEASE READ THE POLICY WORDING CAREFULLY.

Definitions

For the purposes of Professional Indemnity Insurance

- 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 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
- 4 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
- 5 Asbestos** means
crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals
- 6 Asbestos Dust** means
fibres or particles of Asbestos
- 7 Asbestos Containing Materials** means
any material containing Asbestos or Asbestos Dust
- 8 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
- 9 Bodily Injury** means
death disease illness or bodily or mental injury
- 10 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
- 11 Data** means
information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware
- 12 Defence Costs** means
all costs and expenses (other than costs incurred in connection with Claims Condition 9B) Dishonesty and Fraud) 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

13 Dishonesty means

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

14 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

15 Employee means

- A) any person including any trainee or consultant under a contract of service with the Insured or the Predecessors
- B) 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

16 Endorsement means

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

17 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 or Disciplinary Hearing

18 Injury means

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

19 Insurance Adviser means

British Chiropractic Association
59 Castle Street
Reading
Berkshire
RG1 7SN

20 The Insured means

the Insured 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

21 Insured's Contribution means

the amount for which the Insured is responsible under Insurance

Clauses 1 (Civil Liability) 7 (Treatment of Animals) 8 (Run Off Cover) 9 (Maternity Leave) and 10 (Treatment of Professional Sports Persons) of this Policy in respect of any one Claim

The Insured's Contribution shall not apply to Insurance Clause 2 (Defence Costs) and 11 (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

22 Insurer means

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

23 Member means

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

24 Microchip means

a unit of packaged computer circuitry manufactured in small-scale and made for program logic or computer memory purposes and expressly including integrated circuits and microcontrollers

25 Minor means

any person under the age of majority

26 North America means

the United States of America and Canada and in each case its territories and possessions and any state or political subdivision thereof

27 North American Claim means

each and every Claim brought against the Insured in North America or which is instituted or pursued before an arbitrator or tribunal or in courts in North 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 North America should apply

28 Policy means

collectively the Terms and Conditions of this policy wording the Schedule (including any issued in substitution) and any Endorsements attaching thereto

29 Predecessors means

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

30 Professional Business means

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

31 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

32 Property means

material property but shall not include Data

33 Sexual Impropriety means

sexual relations contact intimacy harassment or exploitation

34 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

35 System includes

computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

36 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

37 Virus means

programming code or series of instructions designed to achieve an unexpected unauthorised or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

38 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 Clauses

1 Civil Liability

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 during the Period of Insurance and notified to the Insurer in accordance with the Claims Conditions in respect of civil liability including but not limited to

- i) negligent act error or omission
- ii) libel and slander
- iii) unintentional breach of confidentiality
- iv) legal liability in respect of accidental Injury of any person or accidental loss of or damage to Property
- v) legal liability in respect of the supply of goods or products (including containers labelling instructions or packaging) sold supplied or used by the Insured

incurred in connection with the conduct of Professional Business including liability incurred

- A) for claimant's costs and expenses
- B) as a result of any decision by an adjudicator appointed to resolve a dispute in accordance with an adjudication clause or rules contained in a contract
- C) as a result of any award by an arbitrator or tribunal of arbitrators
- D) as a result of any decision or award by an ombudsman scheme in which the Insured participates

This Insurance Clause shall not apply to the treatment of animals

2 Defence Costs

The Insurer will in addition pay Defence Costs incurred by the Insurer or by the Insured with the Insurer's written consent in connection with any Claim under Insurance Clause 1 (Civil Liability)

Provided that the Insurer's liability for Defence Costs in relation to any Claim disposed of for an amount which exceeds the available Limit of Indemnity shall be limited to the proportion that the available Limit of Indemnity bears to the amount payable to dispose of such Claim

3 Hearing Costs

The Insurer will pay in addition to the Limit of Indemnity Hearing Costs incurred with its written consent

Except that should any alleged criminal act which forms the basis of any hearing be proven cover under this Insurance Clause shall cease immediately and will no longer be of effect

The Insurer shall not unreasonably withhold its consent to the incurring of Hearing Costs

4 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 System

5 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

- | | |
|--|------|
| A) Any principal partner Member or director of the Insured | £500 |
| B) Any Employee | £250 |

6 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

- A) negligence in the treatment administered at the scene of a medical emergency accident or disaster by the Insured who is present either by chance or in response to an SOS call
- B) Defence Costs incurred by the Insurer or by the Insured with the Insurer's written consent in connection with Claims made under Insurance Clause 6A (Good Samaritans Act)

7 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 Insurance Clause 7A (Treatment of Animals)

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

8 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 an unlimited period 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 recommencement of Professional Business occurs

9 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

10 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 Insurance Clause 10A (Treatment of Professional Sports Persons)

Provided that

- i) no indemnity shall be provided for any Claims arising from the provision of pitch-side first aid 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

11 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

Limits of Indemnity

- 1 The liability of the Insurer shall not exceed the Limit of Indemnity specified in the Schedule
- 2 Where the Insurer is liable to indemnify more than one person firm company or body the total amount of indemnity payable under this Policy shall not exceed the Limit of Indemnity
- 3 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

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 unless otherwise covered under Insurance Clause 3 (Hearing Costs) or Insurance Clause 11 (Sexual Impropriety Criminal Defence Costs)

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 his employment for or on behalf of the Insured provided that this exclusion shall not apply to any Claim arising under Insuring Clauses 1-11 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 British Chiropractic Association members

any Claim brought against the Insured by a member of the British Chiropractic Association provided that this Exclusion shall not apply to any Claim arising under Insuring Clauses 1-11 where the member is a patient of the Insured

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

11 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

12 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

13 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

14 Fines Penalties and Punitive Damages etc.

any fines penalties punitive exemplary or aggravated damages where such damages have been identified separately within any award of a court or the multiple portion of any multiplied damage award

15 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

16 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

17 Insured's Contribution

the Insured's Contribution

18 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

19 North American Jurisdiction and Operations

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

20 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

21 Pension and Benefit Schemes

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

22 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

23 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

24 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

25 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

26 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

27 Spite or Reckless Behaviour

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

28 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

29 Training Schools and Institutions

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

30 Transportation or Property

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

31 Treatment of Eyes

any Claim arising out of or related to treatment of eyes

32 Treatment of Minors

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

33 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

34 War and Terrorism

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

General Conditions

1 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

2 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

3 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

4 Cancellation of the Insured's Fixed Sum Loan Agreement

Where the Insurer has agreed to the Insured paying their premium by monthly instalments then in the event that there is a default in the instalments due under the payment schedule the Insurer reserves the right to terminate the Policy and the Insured will no longer be insured by the Insurer

If the Insured's monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 2006 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

5 Financial or 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

6 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

7 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

8 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

Claims Conditions

1 Claims Notification

If during the Period of Insurance the Insured receives any Claim the Insured shall give written notice of such Claim to the Insurer as soon as reasonably possible All Claims must be notified to the Insurer no later than ten working days after the expiry of the Period of Insurance

If during the Period of Insurance the Insured becomes aware of any circumstance which might reasonably be expected to produce a Claim against the Insured the Insured shall give written notice of such circumstance to the Insurer as soon as reasonably possible irrespective of either the Insured's views as to whether such Claim will succeed or as to whether the amount of the Claim will exceed the Insured's Contribution All circumstances must be notified to the Insurer prior to the expiry of the Period of Insurance Any Claim arising from any circumstance notified to the Insurer in accordance with this Condition shall be deemed to have been made in the Period of Insurance

2 Notifications of Adjudications

In order for Claims to be accepted under this Policy in respect of any adjudication for which indemnity is available under Insurance Clause 1 (Civil Liability) the Insured must comply with the following

- A) notify the Insurer within 2 working days of receipt of any notice of intention to adjudicate notice of adjudication referral notice or any adjudication notice pursuant to contract and
- B) not serve any of the notices referred to in Claims Condition 2A) without the prior written consent of the Insurer unless in the Insured's reasonable opinion service of those notices will not give rise to a Claim against the Insured

Failure to comply with this Condition will result in the claim being rejected

3 Notification of Reviews by an Ombudsman

In order for Claims to be accepted under Insurance Clause 1 D) of this Policy the Insured must give notice to the Insurer in writing within ten working days of it becoming aware that any ombudsman is or will be reviewing a case directly affecting the Insured

Failure to comply with this Condition will result in the claim being rejected

4 Notifications of Hearings

In order for Claims to be accepted under Insurance Clause 3 (Hearing Costs) of the Policy the Insured must give notice to the Insurer in writing within ten working days of it becoming aware that such a hearing will be taking place

Failure to comply with this Condition will result in the claim being rejected

5 Supporting Documentation and Admissions

All documents supporting any Claim shall be forwarded to the Insurer immediately on receipt

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer

6 Conduct of Claims

The Insured shall give all such assistance as the Insurer may require The Insurer shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any Claim or to prosecute or bring proceedings in the name of the Insured for its own benefit any Claim and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim

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 during the Period of Insurance) 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

9 Dishonesty and Fraud

In respect of any claim made in accordance with this Policy arising out of any dishonest or fraudulent act or omission

- A) the Insured must immediately take all reasonable steps to prevent further loss
- B) if the Insurer so requests the Insured shall take all reasonable steps to effect recovery from the person committing or condoning or knowingly participating in such dishonest or fraudulent act or omission or from the personal representatives of such person
- C) any monies recovered following action as described in 9B) above will be deducted from any amount payable under this Policy

Special Benefits

- 1 Where this Policy is a renewal of an immediately preceding Professional Indemnity 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 Exclusion 25 A 2) (Previous Claims or Circumstances) shall not apply provided that
 - i) the Insured's failure to notify such circumstance was neither deliberate or reckless
 and
 - 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 Claims Conditions 1 (Claims Notification) or 4 (Supporting Documentation and Admissions) 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. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

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 by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

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:

Post: 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. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Telephone: 0800 023 4567 (free from standard landline, mobiles may be charged)
0300 123 9123 (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 Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service 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 plc.

You are giving your information to Royal & Sun Alliance Insurance plc, 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

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your Policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

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: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA.

Royal & Sun Alliance Insurance plc (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 plc 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).