

# Medical, Healthcare and Treatment Indemnity, Professional Indemnity, Public & Products' Liability Insurance

1 April 2025 to 31 March 2026 inclusive

As part of your BAOT membership benefits, if you are domiciled in Great Britain, Northern Ireland, Isle of Man, the Channel Islands or in Ireland you are covered by insurance that provides **Medical, Healthcare and Treatment Indemnity** cover, Professional Indemnity cover and Public & Products' Liability cover in respect of occupational therapy work as defined by the Royal College of Occupational Therapists in the Royal College of Occupational Therapists' Scope of Occupational Therapy Briefing (2023).

This covers all members as described above whether "employed" or "self-employed" including private practice work. Cover is extended to indemnify to personal representatives of the member, in the event of their death.

It also extends to indemnify a contracting principal if a Claim is made against them, for any Wrongful Act committed by the member in the course of services and/or contractual obligations undertaken to a Service User and the Claim is one which, if it had been made against the member, would have been covered by this Policy.

**Please note the cover is to protect the member and will not provide indemnity to any corporate entity they own (which should have its own cover in respect of the work which is being undertaken).**

The policy includes various conditions precedent, conditions and exclusions of which you should be aware.

A brief summary is set out in the "Summary of Liability Insurance" below.

If you have any enquiries regarding the insurance or would like a copy of the full Master policy, then please contact the Aon team – Rainer Tilley [rainer.tilley@aon.co.uk](mailto:rainer.tilley@aon.co.uk) (0116 280 7552) or Bob Litchfield [bob.litchfield@aon.co.uk](mailto:bob.litchfield@aon.co.uk) (0116 280 7041).

## Summary of Liability Insurance

Insurers for members domiciled in Great Britain, Northern Ireland, Isle of Man and the Channel Islands:

The **Policy** is administered by Altea, a trading name of a trading name of Mission UK Series 3 Limited, registered address: One Fleet Place, London, EC4M 7WS (Company No. (14550872). Mission UK Series 3 Limited is an Appointed Representative of Mission Underwriting UK Limited which is authorised and regulated by the Financial Conduct Authority (FRN: 314946).

The **Policy** is underwritten by Accelerant Insurance Europe SA/NV UK Branch which is the UK establishment of Accelerant Insurance Europe SA/NV, an insurance company authorised under code 3193 and regulated by the National Bank of Belgium and the Financial Services and Markets

Authority in Belgium. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

The Firm Reference Number of Accelerant Insurance Europe SA/NV UK Branch is 940712. Its UK Establishment Number is BR025748 and its UK Establishment Office is located at 1 Tollgate Business Park, Tollgate West, Colchester, CO3 8AB.

Insurers for members domiciled in Ireland:

The **Policy** is administered by Mission Services Ireland Limited trading as Altea on behalf of Accelerant Insurance Europe SA. Mission Services Ireland Limited is regulated by the Central Bank of Ireland - C531205. Registered in Ireland No.74834. Registered office: 13-18 City Quay, Dublin 2, D02 ED70.

The **Policy** is underwritten by Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Place du Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is an insurance company authorised under code 3193 and regulated by the National Bank of Belgium (NBB) and the Financial Services and Markets Authority (FSMA).

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Cover:

- Medical, Healthcare and Treatment Indemnity
- Professional Indemnity
- Public Liability
- Products' Liability

A) Medical, Healthcare and Treatment Indemnity

#### **Claims**

- alleging that **You** were negligent in providing **Treatment**, and caused harm,
- arising from **Good Samaritan Acts**, and in situations where **You** had a 'duty to rescue',
- made under the Fatal Accidents Act,
- **Legal Costs and Expenses** for these **Claims**, plus **Legal Costs and Expenses** of representation in formal Inquests and Inquiries related to these **Claims**.

**Claim(s)** means any demand (including but not limited to a demand for compensation) or assertion of a right by someone else against **You**, and communicated to **You**, alleging that a **Wrongful Act committed by You or a Person Employed** during the **Period of Insurance** caused bodily injury, mental injury, illness, disease or death to a **Service User** in or about the conduct of the Insured's Occupation/Business as stated in the Schedule), including Good Samaritan Acts or voluntary services.

## B) Professional Indemnity

**Claims** alleging that **You** were negligent in providing your professional services, **Legal Costs and Expenses** for these **Claims**

**Claim(s)** means any demand (including but not limited to a demand for compensation) or assertion of a right by **Your** client against **You**, and communicated to **You**, alleging that a **Wrongful Act** committed by **You** or a **Person Employed** during the **Period of Insurance** caused loss or damage to **Your** client.

## C) Public Liability

- Claims by visitors, third parties or Service Users alleging that that they were injured or that their property was damaged,
- Legal Costs and Expenses for these Claims.

**Claim(s)** means any demand (including but not limited to a demand for compensation) or assertion of a right against **You**, and communicated to **You**, alleging that a **Wrongful Act** committed by **You** or a **Person Employed** led to bodily injury, mental injury, illness, disease or death of a visitor, third party or **Service User**, or alleging that a **Wrongful Act** during the **Period of Insurance** led to loss of or **Damage** to the property of a visitor, third party or **Service User**

## D) Products' Liability

- **Claims** alleging that a product **You** sold, supplied, distributed or manufactured caused someone an injury or **Damage**,
- **Legal Costs and Expenses** for these **Claims**.

**Claim(s)** means any demand (including but not limited to a demand for compensation) or assertion of a right that is first made against **You**, and communicated to **You** during the **Period of Insurance**, alleging that an individual has suffered bodily injury, mental injury, illness, disease or death, or **Damage** through use of a **Product** sold, supplied, distributed or manufactured by **You**, within the **Territorial Limits**.

The terms '**You**', '**Your**', '**Yours**' and **Insured Person**' are defined as a Member of the British Association of Occupational Therapists (BAOT).

'**Your Activities**' is defined as the provision of services acceptable to the British Association of Occupational Therapists (as per the Royal College of Occupational Therapists' Scope of Occupational Therapy Briefing 2024)

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**Basis:** 'Losses occurring' - subject to the terms of the policy, cover under Insured Event A, Medical, Healthcare and Treatment Indemnity, Insured Event B, Professional Indemnity and Insured Event C, Public Liability is in respect of claims that arise out of an insured event first occurring during the period of insurance even if it is notified after the policy period has passed.

'Claims made and notified' – subject to the terms of the policy, cover under Insured Event E, Products Liability is in respect of claims and circumstances that are first made against you, and notified by you, during the Period of Insurance.

NB. Members should remember that if they end their subscription their insurance cover for subsequent work under Insured Events A-C above will cease automatically

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**Indemnity limits:** All **Insured Events** are strictly subject to a combined annual aggregate **Limit of Indemnity** of £10,000,000.00, inclusive (where applicable) of **Legal Costs and Expenses** and inclusive of all **Extensions** and **Endorsements** attaching to each **Insured Event**.

All treatment of elite and/or professional sports people will be subject to a **SubLimit of Indemnity** of £1,000,000 any one **Claim** and in the aggregate including **Legal Costs and Expenses** per **Member**.

For the purposes of this **Endorsement**, an elite and/or professional sports person means anyone who earns their livelihood through earnings from sports.

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**Territorial Limits:** Whilst the policy cover operates worldwide excluding USA, its Protectorates and Canada this insurance only responds to claims brought in Great Britain, Northern Ireland, Channel Islands and the Isle of Man for members domiciled in Great Britain, Northern Ireland, Channel Islands and the Isle of Man and in Ireland for members domiciled in Ireland.

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**Principal exclusions (the policy exclusions in full are included within the policy wording which is available upon request):**

Any Claim or Circumstance, loss, costs or expenses arising from any actual or alleged: deliberate or wilful misconduct, or dishonest or fraudulent act or omission, or sexual harassment and/or sexual molestation and/or coercion and/or inappropriate sexual behaviour, suggestion or request, and/or any sexual discrimination committed or carried out by You, or offences against the person including but not limited to violence, abuse of position or authority and/or any form of coercion or controlling behaviour committed or carried out by You, or bullying or bullying behaviour committed or carried out by You, or

- racial harassment and/or inappropriate racially-motivated comments or statements, and/or any racial discrimination committed or carried out by You, or
- criminal act committed or carried out by **You** (except where, and to the extent that, the Inquests and Enquiries **Extension** may apply), or

- **Claim** solicited by **You** or that results from collusion with someone else in the making of the **Claim**.

Any **Claim** or **Circumstance** arising out of or relating to the ownership or existence of any intellectual property rights.

Any **Claim** or **Circumstance** arising from any liability incurred by any person in their capacity as a director or officer of any company or other entity, or as a designated member of a limited liability partnership, or as a trustee of any trust that is not associated with the practise of **Your Activities**.

Any **Claim** or **Circumstance** directly or indirectly arising from any data breach incident, including but not limited to any release of data to persons or entities not entitled to it, or the misuse of data, in breach of the requirements of the Data Protection Act 2018 or any other applicable data protection law.

Any **Claim** or **Circumstance** or loss directly or indirectly caused by or contributed to by or arising from any **Pollutants**, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous, or thermal irritant or contaminant including, but not limited to, smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including but not limited to material to be recycled, reconditioned or reclaimed) or contamination of any kind.

This **Exclusion** will not exclude any **Claim** under **Insured Event A** made against **You** alleging a **Wrongful Act** where the **Service User** required **Treatment** as a result of the effects of the events listed in this exclusion.

Any **Claim** or **Circumstance** arising from activities conducted or transacted via the internet, the world wide web, an intranet, an extranet, **Your** own website, any social media account, site, page or group, any Artificial Intelligence tool, program or service, or Artificial Intelligence chatbot or similar system, or via the transmission of electronic mail or other electronic messages. This **Exclusion** does not apply if **You** can prove, to **Our** reasonable satisfaction, that **Your** liability would have attached in the absence of the fact that the activities were conducted or transacted in that manner.

Any **Claim** arising out of any cause, incident, event or **Circumstance** notified to or under any insurance in operation prior to the **Start Date**, or which should have been so notified, nor in respect of any other cause, event or **Circumstance** that a reasonable person would believe could give rise to an incident of the sort giving rise to the **Claim** where those causes, events or **Circumstances** were or ought to have been known to **You** prior to the **Start Date**

## Structural Design

Any **Claim** or **Circumstance**, loss, costs or expenses, or **Legal Costs and Expenses** arising from and/or relating to any **Structural** design, alteration, recommendation or survey undertaken by **You** or on **Your** behalf unless prior written approval has been obtained from an independent qualified Architect or Surveyor.

The term **Structural** shall be deemed to mean – A description of a part of a building which carries load in addition to its own weight, as opposed to partitions, joinery, plaster and the like which carry only their own weight.

## Terrorism Exclusion

Any **Claim**, **Circumstance** or loss directly or indirectly caused by or contributed to by or arising from any **Terrorism**. This **Exclusion** also excludes any **Claim** or **Circumstance** or loss arising from any

action taken in controlling, preventing or suppressing any Terrorist Action. This **Exclusion** will not exclude any **Claim** under **Insured Event A** made against **You** alleging a **Wrongful Act** where the **Service User** required **Treatment** as a result of the effects of events listed in this **Exclusion**. **The following Conditions Precedent must be adhered to – if You fail to follow these requirements then this may invalidate Your Claim.**

## Conditions precedent:

### Employed Practitioners endorsement

Cover under your policy is extended to any **Insured Person** employed under a contract of service or apprenticeship to undertake **Your Activities** for or on behalf of their employer, however cover hereunder excludes any **Claims** made by the employer against the **Insured Person**, unless the **Claim** originates from an independent third-party.

Furthermore, it is a condition precedent to your insurers' liability to indemnify **You** for a **Claim** under this **Policy** that the employer holds their own suitable medical indemnity and public liability arrangements in their own name, to indemnify them against their own malpractice, professional acts, acts, errors, omissions or negligence, including in relation to any claim for contribution or indemnity by **You** against them at all times.

### Supervision endorsement

It is a condition precedent to your insurers' liability to indemnify **You** for a **Claim** under this **Policy** that all student **Members** must not offer treatments outside of their capabilities, which at all times must be governed by the phase reached in their training programme and their tutor's assessment.

### Products' Liability endorsement

It is a condition precedent to your insurers' liability to indemnify **You** for a **Claim** under this **Policy** that all rights of recourse are maintained. Furthermore, your insurers will not indemnify **You** in relation to any **Claim** or **Circumstance**, loss, costs, expenses or **Legal costs and Expenses** arising from and/or relating to any invasive and/or implanted medical equipment, devices and/or **Products**.

## Condition 12.2

It is a condition precedent to your insurers' liability to indemnify **You** for a **Claim** under this **Policy** that **You** must give your insurers notice as soon as reasonably practicable, after **You** become aware of any **Claim** made against **You**, or of any **Circumstance**. Where an **Insured Event** or **Extension** is described as being 'claims made and notified, and circumstances notified', **You** must also give Your insurers notice during the **Period of Insurance**. Notification is only effected when the written notification reaches your insurers or their formally appointed notification agents, via the channels stated on the **Policy Schedule**. Regardless of whether the **Insured Event** or **Extension** is described as being 'claims made and notified, and circumstances notified', or 'incident occurring', at a minimum, the information to be provided should include:

12.2.1. The name (or initials if **Service User**, client or customer confidentiality still applies) of the person(s) who are bringing or may bring a **Claim**, or in relation to whom an inquest or enquiry is or may start,

12.2.2. The date(s) of the treatment, procedure, service, incident and/or **Product** that is the subject

of the notification,

12.2.3. The type of the treatment, procedure, service and/or **Product** that is the subject of the notification,

12.2.4. A brief description of the alleged injuries, alleged **Damage** and other allegations, as applicable and if known,

12.2.5. A complete copy of any relating correspondence or intimation of an intention to make a Claim against You, that is the subject of the notification.

## Notification

How to inform your insurers of ('notify') Claims and Circumstances under clause 12.2:

Write to your insurers' notification agent:

DWF Claims Limited  
Scott Place  
Hardman Street  
Manchester M3 3AA  
[altea@dwfclaims.com](mailto:altea@dwfclaims.com)

For members domiciled in Ireland:

DWF Claims (Ireland) Limited  
The Lennox Building,  
50 Richmond Street,  
Saint Kevin's,  
Dublin 2, D02 FK02  
[altea@dwfclaims.com](mailto:altea@dwfclaims.com)

**You** can also get assistance with notifying **Claims** or **Circumstances**, including questions about whether **You** need to notify something, and get early assistance with managing **Claims** or **Circumstances** or things that could lead to them, through the claims assistance helpline. Your insurers agree to provide **You** with claims assistance (including medico-legal assistance where applicable) as detailed below.

This service will be provided by DWF Claims Ltd.

For medico-legal advice and guidance, please call the DWF Claims Ltd office directly on the number below:

+44 (0)117 428 9509

Claims advisers are available between the hours of 9am and 5.30pm Monday to Friday (UK time, excluding UK bank holidays). Outside of those hours, please call the same number and either an operator or a voicemail facility will take your message, and a claims adviser will call you back to assist.

The maximum amount of time **You** will be granted free access to this service is sixty (60) minutes, during any one **Period of Insurance**. If the assistance **You** require cannot be completed within this time allowance or if the matter requires referral to Your Insurers for escalation generally (for example, the request for assistance also includes information about a **Circumstance** or **Claim** that should be reported to **Your insurers**), DWF Claims Ltd will report to **Your insurers** with an option to: i. escalate matters by a formal referral to solicitors to assist, or ii. offer continued claims or

medico-legal assistance, or iii. refer the matter back to **You** for your election to continue to have DWF Claims Ltd offer claims assistance or medicolegal assistance beyond the one hour allowance at a preferential hourly rate and at your own expense.

By using the claims assistance and out of office services which are provided by DWF Claims Ltd on **your insurers'** behalf, **You** accept that any information about the call may be passed to **your insurers** for oversight and audit purposes.

DWF Claims Ltd reserve the right to decline to offer the claims assistance helpline services to **You** should doing so cause a potential conflict of interest. In this situation, please contact **Your** broker for further advice.

#### **Claims control:**

It is a condition precedent to your insurers' liability to indemnify **You** for a Claim under this Policy that:

12.5.1. Without your insurers' written consent, **You** must not make any express or implied admission of liability, or other arrangement, offer, promise or payment, to a claimant, potential claimant, to anyone else who may be entitled to a remedy from you, or to a court, tribunal or investigating body.

12.5.2. Without Our written consent, **You** must not incur or agree to incur any Legal Costs and Expenses; 12.5.3 If **You** receive an offer to settle any Claim, **You** must inform **Us** as soon as possible after the offer is received;

12.5.4. Without your insurers' written consent, **You** must not make, accept or reject any offer to settle any Claim;

12.5.5. Without your insurers' written consent, neither **You** nor any Legal Representative may take steps or engage in conduct that may result in a Wasted Costs Order being made against **You** or your Legal Representative.

It is a condition precedent to **your insurers'** liability to indemnify **You** for a **Claim** under this **Policy** that **You** must ensure and record throughout the **Period of Insurance** that any medical practitioners, doctors, dentists or midwives who work under **Your** direction and control in relation to **Your Activities** each hold their own suitable medical indemnity arrangement in their own names, to indemnify them against their own malpractice, professional acts, errors, omissions or negligence, including in relation to any claim for contribution or indemnity by **You** against them.

It is a condition precedent to **your insurers'** liability to indemnify **You** for a **Claim** under this **Policy** that **You** must give the **Legal Representative** and **Us** all necessary help and information in relation to any **Claim** or **Circumstance**, including providing a complete and truthful account of the facts of the **Claim** or **Circumstance** and all documentary or other evidence in **Your** possession which is relevant to the **Claim** or **Circumstance**. **You** must at **Your** own cost provide, obtain and execute all documents and information, and attend any meetings or conferences, and promptly provide any instructions that may be necessary for the efficient investigation or conduct or defence of the **Claim** or **Circumstance**.

It is a condition precedent to **your insurers'** liability to indemnify **You** for a **Claim** under this **Policy** that **You** must instruct the **Legal Representative** to provide **Us** with any information, documents or advice that **your insurers** may reasonably require in connection with the **Claim** or **Circumstance** and/or any obligation to provide indemnity in relation to it, even if that information, documentation or advice is otherwise subject to legal advice privilege, litigation privilege or any other confidentiality arrangement. In addition **You** must instruct the **Legal Representative** to provide such updates on



the progress of the investigation or conduct of the **Claim** or **Circumstance** and to inform **your insurers** immediately if any circumstance adversely affects the factors taken into account by **your insurers** in whether to provide indemnity under this **Policy**.

**The following Conditions must be adhered to – if You fail to follow these requirements then this may invalidate Your Claim.**

**You** must at all times take all reasonable steps to avoid or minimise loss including (but not limited to) the following:

12.13.1. all clinical waste is disposed of by an appropriately qualified waste disposal contractor;

12.13.2. no Prescription Only Medicine (POM) will be supplied and/or administered to a **Service User**

except in accordance with the prescription of an appropriate practitioner (as defined in the Medicines Act 1968), or where the medicine is being supplied and/or administered under the emergency supply regulations, or under a Patient Group Direction;

12.13.3. any device or instrument used or intended for use in the performance of **Your Activities** and which is intended to be in contact with bodily fluids, (whether human or animal) or to penetrate tissue (whether human or animal) will be handled, used and stored in accordance with the manufacturer's instructions and, where approved by the manufacturers and the Department of Health or equivalent to be used more than once, sterilised prior to such use using only sterilising apparatus specifically approved by the manufacturer and in accordance with instructions, recommendations or guidelines of such manufacturer and/or in accordance with the Department of Health guidelines or equivalent. In addition, any surface which such device or instrument are likely to come into contact with or has been in contact with any bodily fluid (whether human or animal) or tissue (whether human or animal) must be disinfected by the use of an effective disinfectant in accordance with the manufacturer's instructions and Department of Health guidelines or equivalent;

12.13.4. **You** must keep full and appropriate records of any emergency supplies and/or Patient Group Direction transactions;

12.13.5. **You** consider **Your** competency to undertake specific tasks or services and **You** can evidence **Your** competence to undertake these tasks if required;

12.13.6. **You** and any **Persons Employed** must be put through a proper compliance and suitability checking process, including but not limited to a DBS and/or PVG and Reference checks, and that the relevant checks must be recorded, maintained, renewed and kept current;

12.13.7. **You** must comply with the requirements of the Lifting Operations and Lifting Equipment Regulations 1998 (or equivalent or replacement regulations) at all times. **You** must have in place a full written Manual Handling/Lifting Guide, and **You** must ensure that any **Persons Employed** who are involved with manual handling or lifting receive appropriate training, and that **You** keep and maintain training records;

12.13.8. **You** must comply with all guidance and regulations published by the Health & Safety Executive that are applicable to **Your Activities** and associated tasks; and

12.13.9. **You** must consider what Personal Protective Equipment should reasonably be available to **Persons Employed** or visitors, whether further to published guidance or regulations or otherwise, and **You** must ensure that any such Personal Protective Equipment is available for use by **Persons Employed** or visitors, and that **Persons Employed** have training or instructions in its use.

12.14. **You** must:

12.14.1. maintain accurate descriptive records of all professional services, **Product Batch** numbers

and equipment used in procedures which are available for inspection and use by **your insurers** or **your insurers'** representatives insofar as they relate to any **Claim** or **Circumstance** under this **Policy**; and 12.14.2. retain the records referred to in paragraph 12.14.1 above for a period of at least seven (7) years from the date of treatment and, in the case of a minor for a period of at least seven (7) years after that minor would have attained majority and, in the case of persons lacking capacity for a period of at least seven (7) years after the person has regained capacity or died; and

12.14.3. give to **your insurers** or **your insurers'** representatives such information, assistance, signed statements or depositions as **your insurers** may require; and

12.14.4. assist in the defence of any **Claim**, or investigation of any **Circumstance**, without any charge to **your insurers**.

## Principal extensions and endorsements:

- Libel and Slander
- Breach of Confidentiality
- Loss of Documents (up to £5,000 including costs and expenses in any Period of Insurance, such limit to be part of and not in addition to the overall limit of indemnity under the policy in any Period of Insurance)
- Indemnity to personal representatives of the member, in the event of their death provided that the indemnity granted shall only apply in respect of liability for which **You** would have been entitled to indemnity under this **Policy** if the **Claim** had been made against **You**.
- Indemnity to Principal - Cover hereunder is extended to indemnify a contracting principal if a **Claim** is made against them, for any **Wrongful Act** committed by **You** in the course of services and/or contractual obligations undertaken to a **Service User** and the **Claim** is one which, if it had been made against **You**, would have been covered by this **Policy**. The principal must comply with all of the terms, conditions and limitations of this **Policy** and any indemnity provided to them will be subject to this **Policy's** terms, conditions and limitations and also inclusive within the **Limit of Indemnity**.
- Notwithstanding the above and for the avoidance of doubt, no indemnity shall be provided for any **Wrongful Act** committed by the contracting principal themselves or by any officer or employee of the contracting principal or by any other person or party.
- Damage to leased hired or rented premises (Public Liability) (subject to a £100 excess other than in respect of fire and explosion) - £250,000 Any one **Claim** and in the aggregate including **Legal Costs and Expenses**
- Premises risk endorsement (Public Liability)
- Cover for sums **You** become legally liable to pay as compensatory damages to a visitor, third party or
- **Service User** as a result of a **Claim** made against **You**, and communicated to **You**, alleging that during the **Period of Insurance** and directly in connection with **Your Activities**, a **Wrongful Act** led to bodily injury, disease or death of a visitor, third party or **Service User**, as a result of breakage or collapse of television and radio reception aerials, aerial fittings or any masts or signs.
- Part II of the Consumer Protection Act 1987

- Criminal Prosecution and Inquest Legal Defence Costs (Public Liability / Products' Liability) - Limit of indemnity of £100,000 Any one **Claim** and in the aggregate including **Legal Costs and Expenses per Member**. Cover includes your criminal prosecution or investigation under the Health & Safety at Work Act etc 1974 or under the Corporate Manslaughter and Corporate Homicide Act 2007 (or any equivalent or replacement legislation), or for your attendance at a Coroner's inquest.
- Disciplinary Hearing Endorsement where hearings are not related to work performed under a contract of service - The aggregate inner Limit of Indemnity in respect of this extension shall not exceed £20,000 per member during any one Period of Insurance

## Students, Lecturers and Researchers

Cover hereunder extends to **Members** of BAOT whilst acting solely in their professional capacity as qualified Occupational Therapy lecturer/s, Occupational Therapy researcher/s and/or as student/s of Occupational Therapy, for any negligent act, negligent error or negligent omission committed by them, in the course of services, contractual obligations, or voluntary services undertaken by them and where they arise directly from the conduct of their occupation as qualified Occupational Therapy lecturer/s and/or as student/s of Occupational Therapy, including **Good Samaritan Acts** or voluntary services.

## Use of dogs in the delivery of occupational therapy

The **Insured** at all times shall ensure:

- the therapy dog and occupational therapist have been assessed and approved for therapy by a local tester
- the therapy dog and occupational therapist have completed therapy dog training
- they remain with the dog throughout the therapy session
- the dog is at least one year old
- all dogs that visit are healthy with no conditions that could be passed on to humans via contact i.e vaccinated, wormed, and treated for fleas
- written consent has been obtained from the patient highlighting information including but not limited to allergies, phobias and how to interact with the dog.

For the avoidance of doubt cover hereunder for activities involving dogs is limited to Medical Indemnity and Professional Indemnity and such cover is excluded under the Public Liability and Products' Liability

## Use of horses in the delivery of occupational therapy

The **Insured** at all times shall ensure:

- Up-to-date records of care for the horses, including vaccinations, worming and hoof care, is available at all times.
- Personnel working around the horses wear safe footwear, which protects heels and toes.
- They are trained in the correct procedure in the event of an incident/accident. This should be available in writing.
- They are professionally certified (RDA or equivalent) and have a current First Aid certificate.
- When mounted, every rider must wear correctly fitted BSI kitemarked protective headgear.

- If hippotherapy is offered as part of the program, two qualified personnel are present: an instructor who is responsible for the horse and a qualified occupational therapist who has taken basic and/or intermediate hippotherapy courses and who is responsible for the rider.

For the avoidance of doubt cover hereunder for activities involving horses is limited to Medical Indemnity and Professional Indemnity and such cover is excluded under the Public Liability and Products' Liability

## Work Away Endorsement

Cover is extended for claims brought against you in Great Britain, Northern Ireland, Isle of Man and Channel Islands that arise from incidents, accidents or conditions directly in connection with **Your Activities** elsewhere in the world if You are or the Person Employed is normally resident within the Great Britain, Northern Ireland, Isle of Man and Channel Islands but were elsewhere in the world on a temporary visit of no more than 90 days to carry out Your Activities.

## State Indemnity (members domiciled in Great Britain, Northern Ireland, the Channel Islands, Isle of Man)

1. Notwithstanding **Exclusion** 11.3, and strictly subject to clause 2 below, cover is provided hereunder to indemnify **You** for a **Claim** or **Circumstance** that falls within the scope of indemnity cover provided by **State Indemnity** in circumstances where **You** have first sought assistance from the appropriate **State Indemnity** provider, but the NHS body or **State Indemnity** provider has declined to provide indemnity due to breach of a term or condition; and/or has failed to provide indemnity for any other reason.
2. For the avoidance of doubt, there is no cover under this **Endorsement** where the decision not to provide **State Indemnity** in (1) above was in any way influenced the existence of this **Policy**, the presence of such influence to be determined by **Us** at **Our** sole discretion.

## State Indemnity (members domiciled in Ireland)

1. Notwithstanding **Exclusion** 11.3, and strictly subject to clause 2 below, cover is provided hereunder to indemnify **You** for a **Claim** or **Circumstance** that falls within the scope of indemnity cover provided by **State Indemnity** in circumstances where **You** have first sought assistance from the appropriate **State**.
2. **Indemnity** provider, and the State Claims Agency and/or the Clinical Indemnity Scheme and/or any other **State Indemnity** provider has declined to provide indemnity due to a breach of a term or condition, and/or has failed to provide **State Indemnity** for any other reason.
3. For the avoidance of doubt, there is no cover under this **Endorsement** where the decision not to provide **State Indemnity** in (1) above was in any way influenced by the existence of this **Policy**, the presence of such influence to be determined by **Us** at **Our** sole discretion.

## For Your Information

The policy number for members domiciled in Great Britain, Northern Ireland, the Channel Islands, Isle of Man and is S004MM002045-00.

A separate policy number S004MM002046-00 applies in respect of members domiciled in Ireland.

It is hereby noted and agreed that (subject to policy terms, conditions and limitations), in the event of a claim being made under Policy number S004MM002045-00 the circumstances of which also give rise to a claim under Policy number S004MM002046-00 then Insurers' liability in respect of such claims or circumstances combined, shall in no event exceed £10,000,000 inclusive of defence costs and expenses, notwithstanding the individual limits of Indemnity shown under Policy number S004MM002045-00 and/or under Policy number S004MM002046-00.

Further, having resolved any ultimate claim settlement(s) arising out of the matters in question, Insurers retain the right to apportion such liability/settlements/payments under Policy number S004MM002045-00 and/or under Policy number S004MM002046-00 at their sole discretion.

## Claims

How to notify insurers of any Claims and Circumstances:

For members domiciled in Great Britain, Northern Ireland, the Channel Islands, and the Isle of Man under Policy S004MM002045-00:

DWF Claims Limited  
Scott Place  
Hardman Street  
Manchester M3 3AA

[altea@dwfclaims.com](mailto:altea@dwfclaims.com)

For members domiciled in Ireland under Policy number S004MM002046-00:

DWF Claims (Ireland) Limited  
The Lennox Building,  
50 Richmond Street,  
Saint Kevin's,  
Dublin 2, D02 FK02

[altea@dwfclaims.com](mailto:altea@dwfclaims.com)

## Complaints

If you have a complain about this Policy, please contact:

Customer Satisfaction Manager  
Mission Underwriting UK Ltd  
1 Fleet Place,  
London, EC4M 7WS  
[complaints@alteainsurance.com](mailto:complaints@alteainsurance.com)