As part of your BAOT membership benefits you are covered by insurance that provides Malpractice & Professional Liability cover and Public & Products' Liability cover in respect of occupational therapy work.

This covers all members whether “employed” or “self-employed” including private practice work.

Please note the cover is to protect the members only and not their employers (who ought to have their own insurances) and not any corporate entities (who again should have their own cover).

As previously, the policy includes a warranty and a condition precedent which support good practice in the areas of preventing cross infection and record keeping, and exclusions to the policy, which you should be aware of. A brief summary is set out in the “summary of liability insurance”. As previously, the underwriters require some special conditions and exclusions to the policy, which you should be aware of.

If you have any enquiries regarding the insurance then please call the Aon help line on 0116 280 7363

**Summary of Liability Insurance**

<table>
<thead>
<tr>
<th>Insurer:</th>
<th>Novae Underwriting Ltd (Lloyd’s)</th>
</tr>
</thead>
</table>
| Cover:            | Malpractice & Professional Liability  
|                   | Public & Products Liability       |
| Basis:            | “Loss occurring” (including “run off” cover for those members who were previously insured under the BAOT insurance - including retired and/or non-practising members - when it was on a “Claims made” basis). |
|                   | **NB. Members should remember that if they end their subscription their insurance cover will cease automatically** |

<table>
<thead>
<tr>
<th>Insured:</th>
<th>Any member of the British Association of Occupational Therapists, whilst undertaking Occupational Therapy work, who:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a) Has an occupational therapy qualification</td>
</tr>
<tr>
<td></td>
<td>b) Is a student member</td>
</tr>
<tr>
<td></td>
<td>c) Is an associate member engaged in case work within the recognised definition of professional services (but not qualified to be a professional member) whose procedure has been agreed by a qualified OT</td>
</tr>
<tr>
<td></td>
<td><strong>NB: The policy insures the member and not their employer or any corporate entity</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Indemnity to Other Persons:</th>
<th>In the event of the death of the insured member the personal representative(s) of the insured member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indemnity limit:</td>
<td>£6,000,000 any one claim per member, costs in addition and £6,000,000 in the annual aggregate per member, costs in addition</td>
</tr>
</tbody>
</table>

| Geographical Limits:        | Whilst the policy cover operates worldwide excluding USA/Canada this insurance only responds to claims first made or suit filed in the EU, Channel Islands and Australia and will pay damages awarded by courts of these countries. |
Without prejudice to the generality of the foregoing:

a) the Insured shall ensure that all clinical waste is disposed of by an appropriately qualified waste disposal contractor;

b) any device or instrument used or intended for use in the performance of the Insured’s professional duties and which is intended to be in contact with bodily fluid (whether human or animal) or penetrate tissue (whether human or animal) shall be:

Handled, used and stored in accordance with the manufacturers’ instructions and where approved by the manufacturers and by the Department of Health or equivalent to be used more than once, sterilised prior to such use:-

   a) using only sterilising apparatus specifically approved by the manufacturer and in accordance with instructions, recommendations or guidelines of such manufacturer
   b) in accordance with Department of Health guidelines or equivalent

In addition, any surface which such device or instrument are likely to come into contact with or which has been in contact with any bodily fluid (whether human or animal) or tissue (whether human or animal) shall be disinfected by the use of an effective disinfectant in accordance with the manufacturers’ instructions and Department of Health guidelines or equivalent

Condition precedent:

NHS Indemnity Clause - It is a condition precedent to liability that in respect of any Claims in respect of work for NHS Trusts NHS indemnity provides cover

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.

Accurate descriptive records of all professional services and equipment used, to be maintained for 7 years and, in respect of a minor, 7 years after such minor would attain majority

Principal exclusions:

- Liability arising from 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 Human Immunodeficiency Virus or Acquired Immune Deficiency Syndrome or Methicillin (or Multiple) Resistant Staphylococcus Aureus (MRSA) or Creutzfeldt- Jakob Disease (CJD) or any syndrome or condition of a similar kind
- Any claim in respect of which the Insured is entitled to indemnity under any other insurance
- Express indemnity, warranty or guarantee
- Failure of any product to fulfil the purpose for which it was designed or to perform as specified
- Directors’ & Officers’ Liability
- Employers’ Liability
- Unlawful or dishonest acts or performance of services under the influence of intoxicants or narcotics
- Aircraft, watercraft, hovercraft, vessel, motor vehicle or any other vehicle Motor, Watercraft, Aircraft and other mechanically propelled mobile machinery
- Seepage, subsidence, pollution or contamination
- Fines, taxes, penalties or punitive, exemplary or other non-compensatory damages of any kind
- Failure of computer software or hardware, transmission of any virus etc or business conducted via the internet unless liability would have attached in the absence of the fact that the business was conducted via the internet
- Data Protection Act 1984 and/or 1998
- Unlawful detention
- Passing off or breach of copyright, patent or other intellectual property right
- Terrorism Exclusion
- Structural surveys – excluding any claims involving any structural design, alteration, recommendation or survey unless prior written approval obtained from an independent qualified architect or surveyor

Principal extensions:

- Cross liability clause
- 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)
- Damage to leased hired or rented premises (subject to a £100 excess other than in respect of fire and explosion)
- Part II of the Consumer Protection Act 1987
- Premises Risk
- Criminal Proceedings Extension
- Disciplinary Hearing Extension
Summary of Liability Insurance, continued…

Claims: Immediate notice of any claim, alleged or actual, including any circumstances likely to give rise of a claim must be made in writing to:

Emma McWhinney  
Client Service Advisor  
Aon UK Ltd  
Mercury Place  
11 St. George Street  
Leicester LE1 1DR

NB: This is only a summary of the policy cover. The full wording is available on request.