

Professional Liability Insurance and Public & Products Liability Insurance Scheme
for Full Practicing Members of the Irish Society of Chartered Physiotherapists (ISCP)

New business pack

Thank you for providing Arachas with the opportunity to provide a quotation. This Group Professional Liability Insurance Scheme is available for full practicing members of ISCP only and has a common renewal date of 1st July. Quotation is provided under the facility for the period expiring at midnight on 30th June 2024

Please note you must remain a Full Practicing member of the Irish Society of Chartered Physiotherapists throughout the policy period in order to avail of annual insurance cover.

As you may already be aware the Consumer Insurance Contracts Act 2019 was signed into law on 26th December 2019. It was created to address the perceived current imbalances in consumer protection law identified by the Law Reform Commissioners and applies to all personal lines clients and to commercial clients (including sole traders, partnerships and charities and incorporated bodies) with a turnover of €3m or less in the last financial year.

Insurers have classified you as a Consumer under the Consumer Insurance Contracts Act 2019, if this is no longer the position it is essential that you notify us of the change in good time prior to renewal so that appropriate renewal documentation can be issued to you.

We have enclosed details of the main changes which come into effect for renewals from 1st September 2021 onwards. The duties of the policyholder (consumer) and insurer have changed – main changes are:

1. Insurers must ask specific questions and not general questions
2. If the policyholder (consumer) does not provide additional information and pays the premium, it is taken by the Insurer that the previously supplied information has not altered.
3. The policyholder has a continuing duty to notify Insurers of any alteration or change to the material facts as set out in this document. Failure to do so may lead to the voidance of your policy, different terms being applied by Insurers which may result in them refusing an indemnity for a claim or a reduction in a claims payment made by insurers.
4. The policyholder's must take reasonable care not to make a misrepresentation to Insurers, and the consequences of a misrepresentation are dependent on the type of misrepresentation made by the policyholder

To ensure that the information Insurers hold in relation to the above insurances are up to date and accurately reflect your requirements, they require completion of the enclosed Statement of Fact before any cover can be arranged. This will form the basis of your contract of insurance.

You have a legal duty to answer any questions asked by Insurers honestly and with reasonable care. You must also ensure that any other information voluntarily provided by you or on your behalf is provided honestly and with reasonable care.

The total amount payable to the common renewal date of 1st July 2024 is based on the option selected below and includes AIG Europe SA premium, 5% government levies and our €15 service fee.

Following our representations AIG Europe SA have also offered the option to reduce the claims excess relating to dry needling work by payment of an additional premium. The options provided are outlined below; AIG Europe SA charge separately for the Public Liability cover which is optional. In deciding if you require the Public/Products Liability cover extension please consider the following –

- If you have a Clinic Policy in your own name, check if you have Public/Products liability cover included. If you do not you will need to take the additional cover below.
- If you do not have a clinic policy in your own name and you do work away from your usual place of work e.g. sports clubs, off site fitness or pilate classes etc. you will need to take the additional cover.

- If you are unsure of your position please contact our office for guidance.

Limit of Indemnity: Professional Indemnity

€3,000,000 any one claim, costs inclusive per member, except in respect of a number of defined lower limits as per the policy wording.

Public/Products Liability

The limit of indemnity for Public liability is €6,500,000 any one claim. Products Liability is €6,500,000 in the aggregate, costs inclusive for the period of insurance.

Excess:

€500 each and every claim increased to €5,000 in respect of each and every claim arising from dry needling claims, cover for dry needling is subject to the member having completed training approved by the ISCP for this work.

You can reduce the excess for dry needling work at a modest additional premium. If you avail of Option 3 or 4 below the claims excess applicable to dry needling work will be reduced to €1,000 each and every claim.

Territory Restriction Endorsement

No cover included for The Republic of Belarus or The Russian Federation (as recognised by the United Nations) or their territories, including territorial waters, or protectorates where they have legal control (legal control shall mean where recognised by the United Nations) – full wording attached.

2023 QUOTATION OPTIONS

Category	Option 1 Professional Indemnity, including Public / Products Liability Insurance	Option 2 Professional Indemnity Insurance <u>only</u>
Private Practitioner Member	€419.25	€366.75
Public Health Service Member	€188.25	€135.75

Category	Option 3 Professional Indemnity, including Public / Products Liability Insurance With excess in relation to dry needling claims reduced to €1,000 each and every claim	Option 4 Professional Indemnity Insurance <u>only</u> With excess in relation to dry needling claims reduced to €1,000 each and every claim
Private Practitioner Member	€477.00	€424.50
Public Health Service Member	€246.00	€193.50

ISCP members paying the Public Health Service Member premium have automatic cover for an element of work undertaken outside of the public system. This cannot exceed 20% of hours worked in total. If it does, then the member has to pay the Private Practitioner Member premium

Premiums are inclusive of AIG Europe SA premium, 5% government levies and our €15.00 service fee

Details of payment methods are shown on page 6 of this document. Please note cover does not apply until the premium payment and completed Statement of Fact have been received by us and confirmed to you in writing

Exclusions, endorsements and extensions applicable from renewal (full wordings are attached)

- 1. No cover applies for dry needling work unless the member / practitioner has undertaken ISCP approved training and holds certification confirming same.**
- 2. Sexual Abuse or Molestation Exclusion**
- 3. Security Failure & Privacy Event Exclusion**
- 4. Public / Products Liability extension if you opt to avail of premium option 1 or option 3
Medical Device exclusion and Affirmative cyber exclusion will apply to this section**
- 5. Territory Restriction Endorsement applies**

Statement of Fact

To ensure that the information Insurers hold in relation to the above insurances accurately reflect your requirements, the attached Statement of Fact must be completed and lodged with insurers prior to inception of the policy. This will form the basis of your contract of insurance.

You have a legal duty to answer any questions asked by Insurers honestly and with reasonable care. You must also ensure that any other information voluntarily provided by you or on your behalf is provided honestly and with reasonable care.

A misrepresentation is where an individual provides fraudulent, inaccurate, misleading or incomplete information. It is important therefore that all questions are answered honestly taking reasonable care not to make a misrepresentation when providing us with answers to the questions asked. Failure to do so may lead to the voidance of your policy and/or your claim not being paid at all or alternatively only part of your claim being paid to you.

Contact Details:

Main Office Contact: Valerie McDermott, SME Team

Telephone: 01 707 5800 **Email:** iscp@arachas.ie

Basis of Cover

- Cover:** Professional Liability Insurance and Public & Products Liability Insurances.
- This Professional Liability Insurance is underwritten on a 'claims made' basis. This means that your policy must be in force on the date that a claim is made against you and/or on the date you become aware of a circumstance likely to give rise to a claim and notify insurers of these circumstances.
The Public/Products Liability Insurance is underwritten on an occurrence basis.
- ISCP Membership:** **Please note you must remain a Full Practicing member of the Irish Society of Chartered Physiotherapists throughout the policy period in order to avail of annual insurance cover.**
- Professional Services:** Physiotherapy services as outlined by the Irish Society of Chartered Physiotherapists including the Rules of Professional Conduct Incorporating Code of Ethics and Guidelines on scope of Practice in the Physiotherapy profession for members of the Society.
- Limit of Indemnity:** **Professional Indemnity**
- €3,000,000 any one claim, costs inclusive per member, except in respect of a number of defined lower limits as per the policy wording.
- Public/Products Liability**
- The limit of indemnity for Public liability is €6,500,000 any one claim.
Products Liability is €6,500,000 in the aggregate, costs inclusive for the period of insurance.
- Claims Excess:** €500 each and every claim increased to €5,000 in respect of each and every claim arising from dry needling claims, cover for dry needling is subject to the member having completed training approved by the ISCP for this work.
- You can reduce the excess for dry needling work at a modest additional premium. If you avail of Option 3 or 4 below the claims excess applicable to dry needling work will be reduced to €1,000 each and every claim.

This is intended as a summary only, please refer to your policy document for full details.

Terms of Business & Statement of Suitability

We enclose our Terms of Business and Data Protection Notice. Please read this carefully as it sets out the basis on which we will provide business services to you as an Arachas Client.

In accordance with the regulations set down by the Central Bank of Ireland, please also find enclosed our Statement of Suitability.

Also enclosed is Insurer's Insurance Product Information Document (IPID) in accordance with the new Insurance Distribution Directive.

Important Details

Please note that in an effort to streamline all our business with you, we will issue all future correspondence by email. Should you not wish to receive correspondence by email, please advise us at iscp@arachas.ie or please tick here and return this letter to us by post.

Premium Payment Options

Online Payment – this is not available for new policies, please contact our SME team on 01-7075800

Cheque

Premium can be paid by cheque which should be made payable to Frank Glennon Ltd. When posting, please ensure you include your Arachas Reference with the letter/payment. You also need to complete and sign the Statement of Fact and return it to us with your payment.

Credit / Debit card

Payment can be made by credit card and debit card, please telephone us if you wish to pay by this method. Before payment is made you also need to complete, sign and return the Statement of Fact, this can be emailed to us, please ensure that you quote your reference.

Electronic Transfer Payment Details

If you wish to pay by electronic funds transfer Glennon Bank details are as follows:

Bank Details:	Bank of Ireland, 2 College Green, Dublin 2
Account Name:	Frank Glennon Ltd Client Premium Account
Account Number:	17568487
Sort Code:	90-00-17
IBAN Number:	IE14 BOFI 9000 1717 5684 87
SWIFT-BIC	BOFIE2D

N.B. Please quote your Arachas Reference with all payments.

Before payment is made you also need to complete, sign and return the Statement of Fact, this can be emailed to us, please contact our SME team prior to payment for reference.



Professional Liability – Members of the Irish Society of Chartered Physiotherapists

Underwritten by AIG, Arranged and Administered by Arachas

Statement of Fact

Name:

Address:.....

Contact Tel. No......

E-Mail:.....

ArachasReference:

Medical Malpractice Claims Statement of Fact at inception of cover

1. I am an appropriately qualified registrant of CORU and a fully paid-up member of the Irish Society of Chartered Physiotherapists **Yes** **No**
2. Are you aware of any injury to, or death, disease or illness of any patient, or any other circumstances which may give rise to a claim against you or which has resulted in a claim being made against you in the last five years? **Yes** **No**
3. Have you had any proposal for Professional Liability Insurance made on behalf of your business declined, cancelled, refused renewal or had special terms imposed? **Yes** **No**
4. Have you or any of your business partners or Directors ever been convicted of, or charged with, a criminal offence other than a motoring offence? **Yes** **No**
5. Have you ever been fined or served imprisonment or been issued with a prohibition notice under statutory legislation? **Yes** **No**

If you have answered "No" to Question 1 no cover can be arranged on this scheme

If you have answered "Yes" to any of the Questions 2 to 5, please provide full details on a separate sheet, the information will need to be submitted by us to Insurers for confirmation prior to any cover being arranged.

Confirmation

I accept and confirm that the answers and statements provided in this Statement of Fact have, after enquiry, been provided honestly and with reasonable care. I agree that this Statement of Fact, together with any other information supplied, shall form the basis of any contract of insurance effected thereon. I undertake to inform the Insurers, as soon as reasonably possible, if any of the answers or information provided is inaccurate or has changed beyond what was reasonably contemplated when the contract of insurance was concluded ("alteration of risk").

Yes No

Signed _____ Dated _____

All other terms, exclusions and conditions of this policy remain unaltered.

AIG Europe SA is authorised by the Prudential Regulation Authority of the United Kingdom, and is regulated by the Central Bank of Ireland for conduct of business rules.

ARACHAS STATEMENT OF SUITABILITY

IMPORTANT NOTICE – STATEMENT OF SUITABILITY: This is an important document which sets out the reason why the product(s) or service(s) offered or recommended is/are considered suitable, or the most suitable for your particular needs, objectives and circumstances.

Product: Professional Liability and Public & Products Liability Insurance (optional cover)

Insured: Full Practicing Members of the Irish Society of Chartered Physiotherapists

Insurer: AIG Europe SA

We understand that you:

- Require advice on appropriate insurance cover to protect your assets, earnings and/or liabilities and wish to purchase a policy or range of policies that a prudent person of your type would require.

In assessing your needs and objectives, and in making recommendations, we have:

- Relied upon you having answered the Statement of Fact honestly and accurately

Having taken account of the scope of cover you have selected, the products available to us and the information and facts you have provided to us, we recommend this product because:

Cover

- The coverage meets your need to limit the insurable risk exposures of your business activities by the use of insurance
- Of the scope of cover and benefits provided by the product
- The policy is underwritten on a scheme with specific covers and wordings developed specifically for your business as a full practicing member of the ISCP.

Cost

- The cost of the product is reasonable against any other product covering a similar range of needs and objectives that we can offer
- Of the value for money taking into account the benefits of the contract

Insurer/Service

- Of the flexibility in underwriting available with this Insurer
- Of the standard of service provided by this Insurer
- Of the efficient claims handling offered by this Insurer
- Of the security of the Insurer based on internationally accepted Credit Agency ratings

General

- Your own specific and individual requirements are met by this product
- We have enclosed Insurer's Insurance Product Information Document (IPID) in accordance with the Insurance Distribution Directive.

Signed: Valerie McDermott
For Arachas

Date: 16th May 2023

Professional Indemnity for Complimentary Alternative Therapies

Insurance Product Information Document



Company: AIG Europe S.A.

Product: Professional Indemnity for Complimentary Alternative Therapies

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.

This document outlines the main benefits and restrictions associated with a Professional Indemnity for Complimentary Alternative Therapies policy. It does not reference all of the benefits, terms, conditions, limitations, exceptions, and restrictions associated with the policy. Please take time to read the policy, your completed proposal form and your schedule to ensure that you understand the cover provided by the policy. This document does not form part of your contract of insurance.

What is this type of insurance?

Professional Indemnity for Complimentary Alternative Therapy



What is insured?

- ✓ Our civil liability basis of cover means that if a claim is made by a third party because of your professional services, and we have not excluded it, it is covered.
- ✓ Bodily Injury to Patients
- ✓ Unintentional Infringement of Intellectual Property Rights
- ✓ Defamation
- ✓ Data Protection
- ✓ Defence Costs
- ✓ Cover on a claims made basis

Cover Extensions

- ✓ Reputational Crisis Costs (sublimit applies)
- ✓ Inquiry Attendance Expenses (sublimit applies)
- ✓ Lost Documents (sublimit applies) ✓ Defence Costs for allegations of sexual harassment or molestation (sublimit applies)
- ✓ Public Liability and Products Liability Extension

For a full list of insured perils please see your policy document.



What is not insured?

- ✗ Prior Claims or circumstances
- ✗ Bodily Injury or Property Damage unless arising from failure to achieve legally required standard of care
- ✗ Contractual Liability or performance guarantees
- ✗ Failure to make accurate assessment of cost of performing professional services
- ✗ Intentional or Reckless Act
- ✗ Carrying out professional services while Intoxicated
- ✗ Provision of services that would be attributable to services provided by a medical practitioner
- ✗ Pollution
- ✗ Insolvency
- ✗ Misdeeds
- ✗ USA/Canada Jurisdiction ✗
- Privacy Event / Security Failure

For full list of exclusions, please refer to the policy document



Where am I covered?

- ✓ Worldwide excluding USA/Canada



What are my obligations?

— The answers in any proposal form or other pre-contractual documents for this insurance product and any information submitted by you must be true and complete, and provided by you honestly and with reasonable care.

IPID PROFESSIONAL INDEMNITY FOR COMPLIMENTARY ALTERNATIVE THERAPIES INCL PL 03-21 09-21

- You must observe the terms and conditions of this policy and if you are required to do or comply with terms and conditions, you must do so
- You must let us know immediately about any event which may give rise to a claim under the policy with all details we may need
- You must co-operate fully with us in investigating and handling any claim including sending us all documents, information and any letter or legal documents we may reasonably require
- You must contact us immediately or as soon as reasonably possible, if any of the answers or information provided is inaccurate or has changed beyond what was reasonably contemplated when the contract of insurance was concluded as this may affect the cover provided and any claims made by you on your policy



When and how do I pay?

In order to proceed with policy cover you must contact your broker in advance of the required cover start date to arrange for the payment of the premium, Payment methods depend on the options available to you from your broker.



When does the cover start and end?

Your policy will remain in force for 12 months from the start date (or as otherwise shown in the policy schedule). If you wish to renew your policy and we agree to offer renewal of this insurance, the cover start and end date will be for the period stated in the renewal schedule, as long as you continue to pay the premium



How do I cancel the contract and what is my cooling off period?

Please refer to the policy conditions in your policy wording