



# British Association of Occupational Therapists (BAOT) Malpractice & Professional Liability and Public & Products' Liability Insurance

## Confirmation of cover

**1st October 2023 to 30<sup>th</sup> September 2024 inclusive**

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

This includes all members whether "employed" or "self-employed" including any private practice work.

Where the member works for their own limited company it is a requirement of cover under this policy that the limited company has its own separate Medical Malpractice/Professional Liability policy in respect of the work which is being undertaken.

This document confirms that the undernoted member is covered under this policy for the above noted period **provided that BAOT membership is maintained throughout that period:**

Name of Member – Jonathan Willoughby

Membership Number – BTO817898

Confirmed on 15<sup>th</sup> May 2024 by:

**Bob Litchfield ACII**

he, him, his  
Client Manager  
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**Aon**

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Please note the insurance cover only relates to individuals who are members of the BAOT.

It does not provide cover for the members' employer or for any corporate entities.

The master policy (386623/01/23/MM) is the insuring document. The full policy wording is available on request from Aon - 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).



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Tel (membership): 020 7450 2348

## Summary of Liability Insurance

Insurer: AXIS Underwriting Ltd (AUL)

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Cover: A) Malpractice & Professional Liability  
B) Public Liability  
C) Products' Liability

### A) Malpractice & Professional Liability

any negligent act error or omission committed by the Insured or by any employee of the Insured or by any person or organisation acting on behalf of the Insured when so acting, in the course of services contractual obligations, or voluntary services undertaken by the Insured to a patient or patients in or about the conduct of the Insured's Occupation/Business as stated in the Schedule) , including Good Samaritan Acts or voluntary services.

### B) Public Liability

any bodily injury, mental injury, illness, wrongful arrest or false imprisonment, disease or death of or to any person, or loss of or damage to tangible property of any person arising directly from the conduct of the Insured's Occupation/Business as stated in the Schedule including the provision of food and drink.

### C) Products' Liability

any bodily injury or disease or loss of or damage to tangible property and arising out of any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured arising directly from the conduct of the Insured's Occupation/Business as stated in the Schedule.

**NB "the Insured" is defined as a member of the British Association of Occupational Therapists (BAOT)**

**"the Insured's Occupation/Business as stated in the Schedule" is defined as the provision of services acceptable to the British Association of Occupational Therapists**

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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).

'Loss occurring' means that, subject to the terms of the policy, cover 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' means that, subject to the terms of the policy, cover is in respect of claims notified during the period of insurance where the insured event first occurred after the retroactive date

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Member: Means a person to whom cover has been granted under this Master Policy, including the **Insured**, who –

Is a member of the British Association of Occupational Therapists

and either is:

a) an occupational therapist professional member of the British Association of Occupational Therapists (BAOT) who has an Occupational Therapist qualification.

b) a student member of the British Association of Occupational Therapists who is training for an Occupational Therapist qualification by any approved route.

c) an associate member of the British Association of Occupational Therapists who is engaged in case work within the recognized definition of professional services (but who is not qualified to be a professional member) and whose procedure has been agreed by a qualified Occupational Therapist.

d) a retired member who no longer practices as an occupational therapist but who has previously been an occupational therapist professional member/associate member of the British Association of Occupational Therapists (BAOT) for at least one year.

Cover hereunder is restricted to members practicing or having practiced occupational therapy in:

- a) Great Britain, Northern Ireland, Channel Islands, Isle of Man and Australia
- b) Sovereign Based Territories treating British Service Personnel, or
- c) **Incidental work** abroad other than in the USA, its Protectorates and/or Canada only.

**Incidental work** means providing physical occupational therapy in-person in countries other than where the member is domiciled for a period of no longer than one month in any Policy period

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Indemnity to Other Persons:	In the event of the death of the insured member the personal representative(s) of the insured member
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Indemnity limit:	For claims occurring before 1 <sup>st</sup> October 2020 £6,000,000 any one claim in the aggregate per member, defence costs and expenses in addition For claims occurring after 1 <sup>st</sup> October 2020 £10,000,000 any one claim in the aggregate per member, defence costs and expenses in addition Any claims arising from or related to treatment of professional sports people is subject to a £1,000,000 sublimit. This is included within and not in addition to the overall limit. A professional sports person is defined as 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/or Canada <b>this insurance only responds to claims first made or suit filed in Great Britain, Northern Ireland, Channel Islands, Isle of Man and Australia and will pay damages awarded by courts of these countries.</b>
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## 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:
  - The provision of services and/or activities undertaken which the Insured is entitled to indemnity under any other insurance including work done by an Insured as an "Emergency Volunteer" under the Coronavirus Act 2020
  - 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
  - Use, ownership or possession of 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
  - Any Data Protection regulation
  - Unlawful detention
  - Passing off or breach of copyright, patent or other intellectual property right
  - Any act of Terrorism
  - Structural surveys – any claims involving any structural design, alteration, recommendation or survey unless prior written approval obtained from an independent qualified architect or surveyor



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## **State Indemnity Clarification Endorsement**

For the avoidance of doubt there is no cover under this **Policy**, nor has there ever been historically, for *any Claim* that that is covered by the provisions of CNST (Clinical Negligence Scheme for Trusts), the CNSGP (Clinical Negligence Scheme for General Practice), the CNSC (Clinical Negligence Scheme for Coronavirus) and/or any similar indemnity/scheme/arrangement provided by *an Appropriate Authority*.

Furthermore, this **Policy** shall neither co-insure nor otherwise be brought into any form of contribution in respect of a **Claim** covered by the provisions of the CNST, CNSGP, CNSC and/or any similar indemnity/scheme/arrangement provided by an **Appropriate Authority**.

Cover hereunder excludes **Claims** where the CNST, CNSGP, CNSC and/or any similar indemnity/scheme/arrangement fails to respond, where the extent that such failure is due to the exercise or application of any discretion, right or privilege, where that discretion, right or privilege is exercised or applied after the contents of this **Policy** has become known to those exercising such discretion, right or privilege.

For the purposes of this **Endorsement** an '**Appropriate Authority**' means the  
Government  
Secretary of State  
Welsh Ministers  
Scottish Ministers  
Department of Health in Northern Ireland  
Department of Health and Social Care  
NHS Trust  
NHS Resolution/Litigation Authority  
or similar



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**Please pay particular attention to the following Warranty which calls for specific action on your part and failure to comply may invalidate Your Claim or the Policy as a whole.**

### **Instruments Warranty**

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

**The following Conditions precedent must be adhered to – if You fail to follow these requirements then this may invalidate Your Claim or the Policy as a whole.**

### **Conditions precedent:**

- During the period of this Insurance the Insured shall give immediate notice in writing of:
- a) any Claim or Loss occurring for Malpractice or alleged Malpractice, or
  - b) any Claim or Loss occurring for Professional Liability or alleged Professional Liability, or
  - c) any Claim or Loss occurring for Public Liability or alleged Public Liability, or
  - d) any Claim or Loss occurring for Products Liability or alleged Products Liability, or
  - e) the receipt of notice from any person of an intention to hold the Insured responsible for any Malpractice, Professional Liability, Public Liability, or Products Liability.
  - f) any conduct or circumstance which is likely to give rise to a Claim for Malpractice, Professional Liability Public Liability or Products Liability being made against the Insured;

to the person(s) named in the Schedule (see below).



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It is a Condition Precedent to the right to be indemnified under this **Policy** that:

- The Insured at all times shall:
  - a) maintain accurate descriptive records of all Professional Services and equipment used in procedures which shall be available for inspection and use by Insurers or their duly appointed representatives insofar as they pertain to any Claim hereunder; and
  - b) retain the records referred to in (a) 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 (7) years after that minor would attain majority; and
  - c) give to the Insurers or their duly appointed representatives such information, assistance, signed statements or depositions as Insurers may require; and
  - d) assist in the defence of any Claim without charge to the Insurers.

### **Conditions:**

- 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.
- Students undertaking work in Australia must obtain full indemnity from the employer/care facility/hospital, and at all times be supervised by a qualified Occupational Therapist

### **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)
- Health & Safety at Work Act etc 1974 Defence Costs
- Part II of the Consumer Protection Act 1987
- Premises Risk
- Criminal Proceedings Extension - – limit £100,000 per member
- Disciplinary Hearing Extension – limit £20,000 per member

### **Covid-19 Vaccination Endorsement**

Insuring Clause A) Malpractice and Professional Liability only is extended to cover **Claims** resulting in bodily injury only, directly arising from the physical administration of Covid-19 vaccinations to patients via the route specified by the standard operating procedures established by the NHS (hereafter known as the "**Service**").

It is a condition precedent to the right to be indemnified under the Policy that –

1. The **Insured** has successfully undertaken and completed the Covid-19 vaccination training provided by the NHS;
2. The **Insured** uses their best endeavours to apply the applicable protocols, systems and process to deliver the **Service** including but not limited to: considering all clinical pre-



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- assessment information gathered, providing any necessary information to the patient, and obtaining any appropriate consents from the patient;
3. The **Insured** takes reasonable steps to minimise the risk of errors, circumstances and/or **Claims** against them arising from the **Service** including but not limited to: promptly (meaning as soon as possible and within 5 working days) considering risk management material provided from time to time by the British Association of Occupational Therapists, promptly considering reports of errors, unwanted outcomes or **Claims** in relation to Covid-19 vaccinations by others, and promptly implementing any relevant and/or reasonable changes to the **Insureds** own practice to prevent similar errors, unwanted outcomes, circumstances and/or **Claims**;
  4. The **Service** is provided as part of an NHS and/or NHS contracted service for which the enabling legal provisions have been established and which are supported by NHS protocols; and
  5. The Covid-19 vaccine the **Insured** administers to patients must have authority for use in Humans in the UK by the Medicines and Healthcare Products Regulatory Agency (MHRA).
  6. The **Insured** must maintain membership with the British Association of Occupational Therapists and ensure their Employer maintains at a minimum vicarious insurance cover in place for the administration of Covid-19 vaccinations.

#### **Exclusions applicable to this extension**

Cover hereby excludes any circumstances and/or **Claims** arising from and/or relating to –

- a. the effects of the Covid-19 antigen or other vaccine components, including but not limited to any contraindications, adverse effects (known or unknown at the time of administering the vaccination), medical conditions, injury and/or damage caused by the antigen or other vaccine components and/ or any associated consequential loss, but this exclusion shall not exclude any circumstances or **Claims** arising from reactive emergency treatment for any immediately emerging adverse effects or anaphylactic reactions;
- b. Public Liability including any liability that may have attached to Insuring Clause B Public Liability;
- c. Products Liability including any liability that may have attached to Insuring Clause C Products Liability;
- d. the design, manufacture, construction, alteration, repair, servicing or treating of any vaccine, product, material and/or instrument sold, supplied or distributed by the **Insured**, including but not limited to defects thereof, used in the vaccination process that would be the responsibility of the manufacturer or supplier of that vaccine, product, material and/or instrument;
- e. The Private and/or non-NHS provision of this **Service**;
- f. The failure of the antigen or other vaccine components or any of the equipment used to perform at all or as intended, specified, warranted or guaranteed by the manufacturer or supplier;
- g. The patient contracting Covid-19 despite having received the vaccine.

This extension under Insuring Clause A) Malpractice and Professional Liability is subject to a sub-limit of £1,000,000 in all and all costs in addition, which is part of and not in addition to the overall **Limit of Indemnity**.

For the avoidance of doubt, Insuring Clauses B) Public Liability and C) Products Liability are deleted and therefore not operative under this extension



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## 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 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

It is a Condition Precedent to the right to be indemnified under this **Policy** that:

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 will wear a lead and/or harness at all times.
- 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.
- The dog urine and faeces are cleared up promptly and disposed of safely.
- 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 the Malpractice and Professional Liability insuring clause and such cover is excluded under the Public and Products.

## Use of horses in the delivery of occupational therapy

It is a Condition Precedent to the right to be indemnified under this **Policy** that:

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 the Malpractice and Professional Liability insuring clause and such cover is excluded under the Public and Products Liability insuring clauses.



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## **For Your Information**

The policy number for members in Great Britain, Northern Ireland, the Channel Islands, Isle of Man and Australia is 386623/01/23/MM.

A separate policy number applies in respect of members in the European Union (337891/01/23/MM). It is hereby noted and agreed that (subject to policy terms, conditions and limitations), in the event of a claim being made under this insurance, the circumstances of which also give rise to a claim under Policy number (337891/01/23/MM) then Insurers liability in respect of such claims or circumstances combined, shall in no event exceed GBP 6,000,000 in all with defence costs and expenses in addition (or for claims after 1<sup>st</sup> October 2020 GBP 10,000,000 in all with defence costs and expenses in addition), notwithstanding the individual limits of Indemnity shown hereunder and/or under Policy number (337891/01/23/MM). 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 this Policy and/or under Policy number (337891/01/23/MM) at their sole discretion.

## **Claims**

During the period of insurance all claims/potential claims must be notified without delay to: 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

## **Complaints**

Should you have a complaint about this policy or the handling of a claim, please in the first instance contact: Rainer Tilley [rainer.tilley@aon.co.uk](mailto:rainer.tilley@aon.co.uk) or Bob Litchfield [bob.litchfield@aon.co.uk](mailto:bob.litchfield@aon.co.uk)

Who will provide you with full details of the complaints process and your rights of escalation should you remain unhappy with the outcome of your complaint.

Rainer Tilley Client Service Advisor Aon UK Ltd Mercury Place 11 St. George Street Leicester LE1 1DR Tel: 0116 280 7552 Email: <a href="mailto:rainer.tilley@aon.co.uk">rainer.tilley@aon.co.uk</a>	Bob Litchfield Client Manager Aon UK Ltd Mercury Place 11 St. George Street Leicester LE1 1DR Tel: 0116 280 7041 Email: <a href="mailto:bob.litchfield@aon.co.uk">bob.litchfield@aon.co.uk</a>
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