

SUMMARY OF COVER

This commercial insurance product is designed to meet the demands and needs of professionals in your field who wish to ensure that they are protected in the event of civil liabilities arising from their professional activities.

CIVIL LIABILITIES

This policy is an annually renewable Professional Liability insurance, underwritten by Royal & Sun Alliance Insurance plc (R&SA) and Novae Insurance Company Ltd (Novae). The policy provides cover against your civil (as opposed to criminal) liabilities arising from your professional activities as described on your certificate of insurance. It is a combination of Professional Indemnity, Public Liability, Libel & Slander and Product Liability insurances. It provides an indemnity for any amount you may have to pay as compensation up to the limit or limits shown in your certificate.

LIMITS OF INDEMNITY

Your chosen limit applies to each and every event but applies in the aggregate in any one period of insurance in respect of claims for pollution or contamination.

For the purposes of this insurance all claims arising as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause will be regarded as a single claim.

Legal costs are payable by the insurers in addition to the limit of indemnity.

There is no excess or deductible under this insurance.

WHAT TRIGGERS THE POLICY

The policy is issued on a 'claims made' basis, which means that cover applies when a claim is made against you irrespective of when the incident which gave rise to the claim is alleged to have occurred. Most policies which operate in this way have a Retroactive Date (a date stated in the policy prior to which any incidents are excluded from cover) and this is often set as the inception date of the policy. Our policy does not have a Retroactive Date. This means that cover will apply to incidents which occurred prior to inception as long as when you take out the insurance you are not aware of any circumstances which could give rise to a claim.

If you become aware of any circumstance which may give rise to a claim under this insurance, you should immediately contact **LFC Graybrook Ltd on 01245 321185**

RUN-OFF COVER

It is important to remember that the insurance can only respond to a claim if the policy is in force at the time the claim is made against you. In the event of your ceasing to trade/practise by reason of death, retirement or taking a career break then the policy will provide run-off cover for a period of three years immediately following the final period of insurance, providing you are insured as an Individual or as a Sole Trader Limited Company.

If you need run-off cover for a longer period, or if you are a Limited Company with more than one director, or in any other circumstances, you should contact us.

ADDITIONAL COVER

In addition to providing cover for Civil Liabilities, the policy also provides cover for legal defence in certain specific criminal proceedings:

- As a result of prosecution under the Health and Safety at Work etc Act
- In respect of a breach of part II of the Consumer Protection Act 1987

It will not, however, pay any fines or penalties.

The insurance will pay court attendance costs as detailed in the policy if you or your employees are required to attend court as a witness in connection with any claim under the policy.

EXCLUSIONS

The policy does not provide any cover for claims made against you in respect of any injury to any employee arising out of and in the course of their employment with you. If you have employees you should contact us to talk about Employers Liability insurance. Nor does it provide any cover for liabilities which should be insured under other types of policies, such as Motor Insurance, Directors and Officers Liability or Employment Practices Liability.

Please refer also to the Endorsement sheet issued with your Certificate of Insurance for any exclusions which may apply to the cover for specific therapies you practice, or if you are a Student Member where cover only applies in certain limited situations.

WHERE AM I COVERED?

The policy provides cover for you to work anywhere in the world (provided that you are working from a UK base) but excludes claims brought in USA or Canadian Courts (please refer to the policy for details).

LAW APPLICABLE

The parties to the Policy have the right to choose the law applicable to the Policy. Unless the parties agree otherwise English Law shall apply.

This wording is a summary only of the cover provided and the main exclusions and is provided so that you have sufficient information to enable you to make an informed choice. Please refer to the policy wording for full details or contact us if there is anything specific you would like to discuss.

COMPLAINTS PROCEDURE

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints process

Initially, contact us to raise your concern with LFC Graybrook Ltd

Tel: 01245 321185

Fax: 01245 322240

Email: graybrook@lfcinsurance.co.uk

If your complaint is against R&SA alone, we will pass your complaint to their nominated contact within 24 hours. This will also happen if we believe that we cannot resolve your complaint without the involvement of R&SA or there is any query relating to the complaint. The complaints procedure of R&SA will then apply.

If your complaint is not resolved or you are not happy with the response and course of action proposed by R&SA, you can progress your complaint to their Customer Relations Office who will carry out a separate investigation to attempt to resolve your complaint and will issue a final decision.

R&SA Customer Relations contact details:

Customer Relations Office
Royal & Sun Alliance Insurance plc
Bowling Mill
Dean Clough Industrial Park
Halifax HX3 5WA

Telephone: 0800 1076160

Fax: 01422 325146

Email: halifax.customerrelationsoffices@uk.royalsun.com

TIMESCALES

We will acknowledge your complaint within 5 business days of it having been received by us and we will issue you with our final decision letter within 8 weeks

What to do if you are still not satisfied

If you are still not satisfied LFC Graybrook Ltd and Royal & Sun Alliance Insurance plc are regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service, and you may be able to refer your complaint to them. However, the Financial Ombudsman Service will not adjudicate on any cases where legal action has commenced or where a final decision has not been issued.

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

Telephone: 0845 0801800

Email: enquiries@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

YOUR RIGHTS

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above.

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

This insurance is administered by:

LFC Graybrook Ltd, MKM House, Baron Road, South Woodham Ferrers, Essex CM3 5XQ

Tel: 01245 321185 Fax: 01245 322240

LFC Graybrook Ltd is an Appointed Representative of LFC Insurance Brokers Ltd who are authorised and regulated by the Financial Services Authority. Registered no.301666

and underwritten by:

Royal & Sun Alliance Insurance plc (No 93792)

Registered in England and Wales at St Mark's Court, Chart Way, Horsham RH12 1XL

Authorised and regulated by the Financial Services Authority

Novae Insurance Company Limited. Registered in England No. 05673327.

Registered Office: 71 Fenchurch Street, London EC3M 4HH

Authorised and regulated by the Financial Services Authority



**Professional Liability Insurance Proposal Form for
members of the Sports Massage Association**

arranged by LFC Graybrook Ltd



Professional Liability Insurance Scheme for Members of the Sports Massage Association

Full name of Proposer	<input style="width: 100%;" type="text"/>		
SMA Membership Number	<input style="width: 80%;" type="text"/>	Membership status (please Tick)	Practicing member <input type="checkbox"/> Student Member <input type="checkbox"/>
	Other (please state) <input style="width: 100%;" type="text"/>		
Business Name	<input style="width: 100%;" type="text"/>		
Address for correspondence	<input style="width: 100%; height: 40px;" type="text"/>		
		Postcode	<input style="width: 100%;" type="text"/>
Telephone Number	<input style="width: 100%;" type="text"/>	Email	<input style="width: 100%;" type="text"/>
Mobile Number	<input style="width: 100%;" type="text"/>	Fax	<input style="width: 100%;" type="text"/>
If you trade as a Limited Company, please provide the following information:		Estimated Annual Turnover	£ <input style="width: 100%;" type="text"/>
Number of Directors	<input style="width: 80%;" type="text"/>	Are all the Directors SMA Members?(please tick)	Yes <input type="checkbox"/> No <input type="checkbox"/>
If No, please explain below.			
<input style="width: 100%; height: 100%;" type="text"/>			

The policy provides cover for liability arising whilst Members are working temporarily anywhere in the World, provided they are ordinarily resident in the United Kingdom and work within the Scope of SMA Practice. **Please indicate by ticking the appropriate boxes the therapies for which cover is required and attach copies of all relevant qualification(s) certificate(s).** No claims are covered for work undertaken in the U.S.A. or Canada, unless they are brought within the jurisdiction of a U.K. Court of Law.

Band 1	Band 1	Band 2	
Acupressure <input type="checkbox"/>	Pilates <input type="checkbox"/>	Electro Therapy & Ultrasound <input type="checkbox"/>	
Aromatherapy <input type="checkbox"/>	Reflexology <input type="checkbox"/>	Fitness Training & Classes <input type="checkbox"/>	
Baby Massage <input type="checkbox"/>	Reiki <input type="checkbox"/>	Hopi Ear <input type="checkbox"/>	
Bowen Therapy <input type="checkbox"/>	Remedial Massage Therapy <input type="checkbox"/>	Hot Stone <input type="checkbox"/>	
Chinese Massage <input type="checkbox"/>	Seated Chair Massage <input type="checkbox"/>	Personal Training <input type="checkbox"/>	
Deep Bodywork Massage <input type="checkbox"/>	Sotai <input type="checkbox"/>	Sports Therapy & Rehabilitation <input type="checkbox"/>	
Facial Massage <input type="checkbox"/>	Sports Massage Therapy <input type="checkbox"/>	Strength & Conditioning <input type="checkbox"/>	
Holistic Massage <input type="checkbox"/>	Sports Massage Therapy Student <input type="checkbox"/>		
Indian Head Massage <input type="checkbox"/>	Swedish Massage <input type="checkbox"/>		
Massage in Pregnancy <input type="checkbox"/>	Thai Massage Therapy <input type="checkbox"/>		
Neuromuscular Massage <input type="checkbox"/>	Therapeutic Massage Therapy <input type="checkbox"/>	Band 3	
No Hands Massage <input type="checkbox"/>	Tui Na <input type="checkbox"/>	Power Assisted Micro Manipulation <input type="checkbox"/>	
On-site Massage <input type="checkbox"/>	Level 3 Sports Massage <input type="checkbox"/>	Laser Therapy <input type="checkbox"/>	

First Aid and Related Activities

a) Do you attend outside events to offer Sports Massage, which may include ancillary First Aid? Yes No

b) Do you attend to offer First Aid ONLY? Yes No

If you have answered Yes to either of the above, please state:

Types of event attended	<input style="width: 100%;" type="text"/>
Frequency	<input style="width: 100%;" type="text"/>
First Aid qualification (please attach copy certificate)	<input style="width: 100%;" type="text"/>

Do you offer

- a) Wound Management Yes No
- b) Suturing Yes No
- c) Sports Trauma Management Yes No

If yes, please note that the policy is intended to cover all the above activities as 'First Response' only, and you must provide copies of your qualification(s) certificate(s) as evidence of competency. If you provide services beyond First Response, please give details below:

Please specify any activities which are outside the aforementioned definitions and for which cover is required, and attach copies of your qualification(s) certificate(s)

Other Information

- a) To the best of your knowledge and belief have there been any claims made against you in respect of any of the covers now proposed? Yes No
- b) Are you aware of any existing circumstances which could give rise to a claim? Yes No
- c) Do you undertake any work in the USA or its territories and possessions or in Canada? Yes No
- d) Has any insurer declined a proposal or refused to renew insurance? Yes No

If you have answered Yes to any of the above questions, please provide details on a separate sheet. The insurers reserve the right to vary the terms of the insurance in the light of the answers given.

Please indicate the date from which you would like your insurance to start:

Please note that cover will not commence until this form has been received and accepted by LFC Graybrook Ltd (unless specifically agreed).

Limits of Indemnity Options - Please tick the Limit of Indemnity and Band required.

	Band 1 <input type="checkbox"/>	Band 1 <input type="checkbox"/>	Student <input type="checkbox"/>	Band 2 <input type="checkbox"/>	Band 3 <input type="checkbox"/>
Professional Indemnity	£2,000,000	£5,000,000	£2,000,000	£2,000,000 only	£2,000,000 only
Public Liability	£2,000,000	£5,000,000	£2,000,000	£2,000,000 only	£2,000,000 only
Charges for Period					
1st April, 2008 –					
31st March, 2009	£69.00	£79.00	£35.00	£117.00	£161.00

If you require **Employers Liability** cover (£10m limit) please tick one of the boxes below (Please note this cover can not be taken in isolation)

Please state number of employees including directors

1-3 employees Charge £ 101.00

4-6 employees Charge £ 138.00

Total Amount Payable £

The amounts payable are inclusive of 5% insurance premium tax, brokerage and all administration fees, details of which are available on request.

Declaration

I declare that to the best of my knowledge or belief the particulars and statements given in this proposal and any other information provided in connection with this proposal are true and complete and this proposal, declaration and information shall be the basis of the contract between myself and the insurer. I agree to accept the insurer's standard form of policy and endorsements for this insurance. I confirm that I am a UK based member of THE SPORTS MASSAGE ASSOCIATION.

Signature

Date

Important – It is necessary for you to inform us of all facts which are likely to influence us in the acceptance of your insurance. Failure to do so could invalidate this insurance. If you are in any doubt whether a fact may influence us you should disclose it.

IMPORTANT INFORMATION

Personal Data

The insurers for policies written under this scheme is Royal & Sun Alliance Insurance plc (RSA) and Novae Insurance Company Limited (Novae) for Professional Liability insurance, and AXA Insurance UK plc (AXA) for Employers Liability insurance. The scheme is administered on their behalf by LFC Graybrook Ltd

To set up and administer your policy RSA, Novae, AXA and LFC Graybrook will hold and use information about you supplied by you. They may send it in confidence for processing to other companies acting on their instructions including those located outside the European Economic Area.

LFC Graybrook may also send you details of their other products and services. Please tick this box if you do not wish to receive such details.

CUE

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd). The aim is to help us to check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search the register. When you tell us about an incident (such as a fire, water damage or theft) which may or may not give rise to a claim, we will pass information relating to it to the register. You can ask us for more information about this.

IPT

Insurance Premium Tax

The Finance Act 1994 requires us to levy Insurance Premium Tax at the prevailing rate on insurance premiums. For further information, please ask us.

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HOW TO PAY

- By cheque only
(please make your cheque payable to LFC Graybrook Ltd.)

LFC Graybrook Ltd, MKM House, Baron Road, South Woodham Ferrers, Essex CM3 5XQ
Tel: 01245 321185 Fax: 01245 322240

LFC Graybrook Ltd is an Appointed Representative of LFC Insurance Brokers Ltd who are authorised and regulated by the Financial Services Authority. Registered no. 301666

Underwritten by Royal & Sun Alliance Insurance plc. (No. 93792)
Registered in England and Wales at St. Mark's Court, Chart Way, Horsham. RH12 1XL
Authorised and regulated by the Financial Services Authority

Novae Insurance Company Limited. Registered in England No. 05673327.
Registered Office: 71 Fenchurch Street, London EC3M 4HH
Authorised and regulated by the Financial Services Authority

AXA Insurance UK plc Registered in England No.78950
Registered Office: 5 Broad Street, London EC2N 1AD
Authorised and regulated by the Financial Services Authority