Royal College of Speech & Language Therapists
Insurance for RCSLT Members

RCSLT insurance provides full cover against third party actions and legal defence costs

February 2019
I have received a letter from the Health & Care Professions Council

Contact Premier BusinessCare, the RCSLT’s insurance broker. Quote policy number: 5031/17 and your RCSLT membership number. Contact:

- Louise Howard - Client Service Executive
  louise.howard@premierbusinesscare.co.uk
  or call: 0330 102 6160 (option 1)
- Alex McLaggan - Account Director
  alex.mclaggan@premierbusinesscare.co.uk
  or call: 01483 403 720

Obtain legal advice from Berrymans Lace Mawer Solicitors. Contact:
Mon-Fri, 09:00-17:00 - Call: 0207 638 2811 and ask for the Healthcare team

I have received a letter / claim / writ / summons for actual or alleged malpractice or public liability or a notice of intent

Contact Premier BusinessCare, the RCSLT’s insurance broker. Quote policy number: 006350MMA14A and your RCSLT membership number. They will answer any questions you have about legal expenses, malpractice or public liability cover. Contact:

- Louise Howard - Client Service Executive
  louise.howard@premierbusinesscare.co.uk
  or call: 0330 102 6160 (option 1)
- Alex McLaggan - Account Director
  alex.mclaggan@premierbusinesscare.co.uk
  or call: 01483 403 720
It is important that you let us know that a complaint has been made about you or your work. Do not respond to the HCPC without first reporting the matter to our legal expenses insurer, Abbey Legal

Please ensure you notify the RCSLT as soon as you hear of any action or disciplinary procedure being taken out against you

Claims on the RCSLT insurance may be turned down by the insurers because of LATE NOTIFICATION. Reduce the risk of you being refused support following an incident at work by reporting it as soon as possible.

In the event of late notification or a member attempting to deal with the complaint issue by themselves, any cover provided by Abbey Legal or Novae (the insurers) may be prejudiced and not activated.

It is therefore essential to contact Premier BusinessCare at the earliest opportunity

Letters from the Health & Care Professions Council (HCPC)
You should contact our insurance broker, Premier BusinessCare, and let them know immediately should you receive a letter from the HCPC. Please contact:

- **Louise Howard** - Client Service Executive
  louise.howard@premierbusinesscare.co.uk
  or call: 0330 102 6160 (option 1)
- **Alex McLaggan** - Account Director
  alex.mclaggan@premierbusinesscare.co.uk
  or call: 01483 403 720

or the dedicated insurance support team:

- **Premier BusinessCare**
  Lancaster Business Park, 4 Mannin Way,
  Lancaster, LA1 3SW or call: 0330 102 6160

It will help if you can provide your RCSLT membership number when you inform Premier BusinessCare of the complaint.

RCSLT members can also get legal advice from the insurers’ appointed representative:

- **Berrymans Lace Mawer Solicitors**
  9am – 5pm, Monday-Friday
  Call: 0207 638 2811 and ask for the Healthcare team. Quote the RCSLT’s Insurance Policy No: 5031/17.

Other notifications and complaints
You must let us know if you receive any letter, claim, writ or summons for actual or alleged malpractice or public liability or any notice of intent or circumstance occurring which is likely to give rise to a claim.

It is better to be safe than sorry. If you have any doubts and need clarification, please contact Christine or Alex at Premier BusinessCare, the RCSLT’s insurance broker. They will be able to answer any questions you have about legal expenses, malpractice or public liability cover.
What does the insurance cover?
This document only provides a summary. The full terms, conditions and exclusions of the insurers’ policy documents are available to members on the RCSLT website or on request from Premier BusinessCare, our insurance broker.

There are two separate policies providing the cover, placed with different insurers.

Who is covered?
Any member of the RCSLT in:

a) Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or Gibraltar
b) Sovereign-based territories treating British Service Personnel
c) Incidental work abroad, other than in USA/Canada

who:

- Has paid their subscription and
- Is undertaking speech and language therapy work or has in the past and
- Has a speech and language qualification or is studying to obtain one

or:

- Is an associate member, engaged in casework which is agreed and supervised by a qualified speech and language therapist (for actions post 01/01/2007)

or:

- Is an observing student but only with parental written consent

or:

- Is a non-practising member (including whilst on maternity leave, ill health, career change) or retired - for their period of practice

Malpractice and public liability
Insurer: Novae Underwriting Limited

Legal liability for any bodily injury including mental injury illness or disease or death of any patient or person or damage to their property committed by an eligible RCSLT member in the conduct of their business.
Amount of cover:
£5,000,000 for any one claim, including costs and expenses with a policy excess of £250 each and every claim. This means the member contributes the sum of £250.

This policy is underwritten on a “claims first made” basis. This means the policy in place at the date the claim is made will respond to the claim, rather than when the date the incident that gave rise to it occurred.

The maximum cover that the RCSLT buys in aggregate in any one policy year is £10,000,000, irrespective of the number of claims. Total claims by RCSLT members have never approached this upper limit, and we do not believe that there is significant risk that the limit risks members not being covered.

Cover enhancements now include:
- Territorial limits for UK-based members undertaking incidental overseas work. The policy has been extended to worldwide excluding North America
- Cover for a Limited Company is also included if all employees are members of the RCSLT. If any employees are not RCSLT members then separate Malpractice and Public Liability insurance arrangements will be necessary

In all instances, this policy does not provide Employers Liability insurance and, again, separate insurance arrangements will be necessary if you have any employees.

Please refer to the RCSLT website on details of how you can purchase the relevant insurance from Premier BusinessCare.

What is not covered?

Any loss or claim:
- Covered more specifically by any medical defence organisation
- That was known about but not notified to insurers prior to this policy
- Work undertaken in a role relating to the Office of the Public Guardian including, but not limited to, acting as a General Visitor
- Arising out of the manufacture or supply or servicing of products
- Caused by any act in violation of law; dishonest, criminal or fraudulent act or activities performed whilst under the influence of intoxicants or narcotics
- Any claim arising out of a specific liability assumed under contract which goes beyond the duty to use skill and care as is usual in the exercise of the member’s activities. However, with prior agreement insurers may agree to include this in the cover
- For fines, penalties, punitive or exemplary damages
- Arising from pollution

If you think you may have to make a claim against this malpractice and public liability insurance, please contact the team at Premier BusinessCare immediately
What other work am I covered for?

- **ASLTIP members** - to be a member of ASLTIP you also need to be a member of the RCSLT. Therefore the College’s Malpractice and Public Liability insurance policy covers you and separate insurance is not required.

- **Registered intermediaries** - A registered intermediary’s role is to facilitate communication within a court setting and therefore falls within the scope of practice of a speech and language therapist and would be seen as working in an extended role.

  Registered intermediaries will be covered under the RCSLT membership policy as long as they are working within their own scope of practice in whatever role they are providing and would be supported if referred to the regulator within this extended role.

  Non-registered intermediaries, similarly, would be covered within their role as a speech and language therapist working with an extended role as well, as long as they are working within their own scope of practice.

Scope of practice defined by the HCPC:

“As your scope of practice is the area or areas of your profession in which you have the knowledge, skills and experience to practise lawfully, safely and effectively, in a way that meets our standards and does not pose any danger to the public or to yourself.”

- **Expert witness** - like registered intermediary activity, working in an expert witness role falls within the scope of practice of a speech and language therapist and would be seen as working in an extended role.

As long as you make sure that you are practising safely and effectively within your given scope of practice and do not practise in the areas where you are not proficient to do so, this will not be a problem. If you want to move outside of your scope of practice, you should be certain that you are capable of working lawfully, safely and effectively. This means that you need to exercise personal judgement by undertaking any necessary training or gaining experience, before moving into a new area of practice.” HCPC 2014
Legal expenses - fitness to practice representation

Insurer: Markel International Insurance Company Limited administered by Abbey Legal Protection

Legal expenses incurred in representing the RCSLT member through an HCPC Fitness to Practice investigation and/or hearing.

Who is covered?
A current member of the RCSLT registered with the HCPC domiciled in the United Kingdom of Great Britain, Northern Ireland or the Republic of Ireland.

Territorial limits
The United Kingdom of Great Britain and Northern Ireland. The policy extends to cover claims arising from overseas work provided the claim is brought by the HCPC in the United Kingdom.

Amount of cover:
£100,000 for any one claim. This policy is underwritten on a “claims first made” basis. This means the policy in place at the date the claim is made will operate to deal with the claim, rather than when the date the incident that gave rise to it occurred.

The maximum cover that the RCSLT buys in the aggregate in any one policy year is £1,000,000 irrespective of the number of claims.

Cover enhancements now include:
- Interim Orders cover
- Review Hearings if the original hearing was covered by the policy
- Wide range of legal expenses policy benefits including:
  - Criminal prosecution
  - Tax protection
  - Property disputes
  - Data protection
  - Personal injury

What is not covered?
- Other civil liability claims
- Legal expenses for defence costs and appeals incurred without the prior written consent of Abbey Legal Protection
- Fines or penalties
- Any claim arising out of a deliberate act by the member
- Any claim arising out of breach of confidentiality, defamation or use of intellectual property

Please note:
Cover is personal to each member and is not transferable, for example, to a non-member if working under the supervision of a member.

It is the responsibility of the RCSLT to confirm membership. You will not be covered unless the RCSLT is able to confirm your membership.
Members are obliged to:

- Maintain accurate and comprehensive records of all professional services rendered including equipment used
- Keep these records for a minimum period of seven years
- Allow insurers access to records if required
- Refrain from disclosing details of this policy
- Refrain from admitting liability