

RCSLT insurance

Specialist insurance for RCSLT members



Includes
full cover
against third
party actions and
legal defence
costs

What to do in the event of an incident at work or a complaint about your work

It is important to contact the right people as soon as possible. If you are unsure what to do, contact the RCSLT for further advice.

I have heard that an action or a disciplinary procedure is being taken out against me



Notify the RCSLT as soon as possible.
Call: 0207 378 3012

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



Contact Premierline, the RCSLT's insurance broker. Quote policy number: 13334307 and your RCSLT membership number.

- Louise Howard
Client Service Executive
louise.howard@premierline.co.uk
or call: 0330 102 6160 (option 1)
- Duncan Cramphorn
Account Director
duncan.cramphorn@premierline.co.uk
or call: 07980 951 043

Obtain legal advice from
Clyde & Co LLP
Contact: Mon-Fri, 09:00-17:00
Call: 0207 029 4217 and state you are
a member of the RCSLT.

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

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



Contact Premierline, the RCSLT's insurance broker. Quote policy number: 3423630122MM and your RCSLT membership number. They will answer any questions you have about legal expenses, malpractice or public liability cover.

- Louise Howard
Client Service Executive
louise.howard@premierline.co.uk
or call: 0330 102 6160 (option 1)
- Duncan Cramphorn
Account Director
duncan.cramphorn@premierline.co.uk
or call: 07980 951 043

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, Markel (previously Abbey Legal)

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 Markel or AXIS (the insurers) may be prejudiced and not activated.

It is therefore essential to contact Premierline at the earliest opportunity.

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 Louise or Duncan at Premierline, 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 Premierline, our insurance broker.

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



Malpractice and public liability

Insurer: AXIS Specialty Europe SE

Legal liability for any bodily injury, mental injury, illness, disease or death of any patient caused by any negligent act, error or omission committed by an eligible RCSLT member in or about the conduct of their occupation.

Who is covered?

Any member of the RCSLT domiciled in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, Gibraltar or the

European Union, working 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 for a period of no longer than six months. All work in USA/Canada is excluded

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 assistant 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

Amount of cover:

£10,000,000 (from 01/09/18) for any one claim, including costs and expenses with an excess of £250 each and every claim. The limit applies per member.

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.

Cover enhancements 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
- Defence costs in respect of Corporate Manslaughter claims
- Cover for damage or distress claims arising from an offence under Section 13 of the Data Protection Act 2018 or amending legislation

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 Premierline.

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
- Arising out of 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
- 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 Premierline 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:

"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."



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

- **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.

Legal expenses - fitness to practice representation

Insurer: Markel International Insurance Company Limited

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.

Territorial limits

The United Kingdom of Great Britain and Northern Ireland. Disputes arising from complaints to the regulator which arise from incidents occurring outside the territorial limits are included as covered.

Brexit - there is no cover for any claim where the regulatory risk location is within the European Economic Area (EEA).

Amount of cover:

£250,000 (from 01/09/18) 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 include:

- Interim Orders cover
- Review Hearings if the original hearing was covered by the policy
- Data protection defence - defence under the Data Protection Act 2018 (Articles 168 & 169)
- Wide range of legal expenses policy benefits including:

- Criminal defence
- Tax protection
- Property disputes
- Data protection
- Personal injury
- Coroner's inquest representation
- Court attendance
- Legal helpline: 0333 234 2286

What is not covered?

- Claims arising from incidents prior to the date RCSLT membership commenced
- Claims where the chance of success is below 50%
- Other civil liability claims
- Legal expenses for defence costs and appeals incurred without the prior written consent of Markel International Insurance Company
- 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

Premierline Business Insurance Broker

Lancaster Business Park
4 Mannin Way
Lancaster
LA1 3SW

Telephone: 0330 102 6160

Email: rcslt@premierline.co.uk

www.premierline.co.uk

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