



SUMMARY OF PROFESSIONAL LIABILITY INSURANCE POLICY

The Society of Radiographers has a professional liability insurance policy, which is placed with certain Underwriters at Lloyd's and the Royal & Sun Alliance Insurance plc, to provide cover for members against claims made in respect of their professional duties. The policy covers full members, those life members who have paid separately the triennial premium and student members under supervision.

The policy indemnifies members against such sums as they may become legally liable to pay in respect of claims made against them arising from bodily injury or disease (fatal or non-fatal) to persons, or damage to material property, caused by any accident resulting in a claim being made during the period of the policy. The indemnity applies anywhere in the world other than the United States of America and Canada. Payment will also be made in respect of costs and expenses incurred with the written consent of Underwriters in the defence of any such claim. Cover is restricted to members working in the U.K. only and applies to both N.H.S. and private sector members.

The total amount of the indemnity provided is £2,000,000 in respect of any one accident or series of accidents arising out of one originating cause (inclusive of costs and expenses) and in total in respect of any one member during any one period of insurance. Certain Underwriters at Lloyd's provide cover for the first £100,000, with the Royal & Sun Alliance providing cover in respect of the balance of £1,900,000 in excess of this amount.

It is important to know what else is not covered, and the specific exclusions for which this policy does not cover liability are as follows:-

1. Any claim where the incident giving rise to such claim occurred before 1st April, 1987;
2. Any claim as a result of bodily injury sustained by any person arising out of and in the course of his employment by a member of the Society under a contract of service or apprenticeship with such member;
3. Any claim for damage to material property owned by or occupied by any member of the Society or of any servant of such member;
4. Any claim involving liability assumed by any member of the Society by agreement or under contract unless such liability would have attached to the member in the absence of such agreement;
5. Any claim caused by any ship, craft, aircraft or mechanically propelled vehicle which is:-
 - (i) owned by or in the custody or control of a member of the Society;
 - (ii) in the custody of an employee of a member of the Society;
 - (iii) being moved by whatever means by a member of the Society or an employee of a member of the Society.
6. However, provided the member of the Society is not entitled to indemnity under any other policy, cover will apply in respect of any claim:-
 - (i) caused by any mechanically propelled vehicle which is not licensed for road use and for which no Certificate of Motor Insurance is required, or
 - (ii) arising from the act of loading or unloading a mechanically propelled vehicle, including assisting persons into or out of a mechanically propelled vehicle or the bringing or taking away of a load from such vehicle;

Any claim directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;

7 Any claim for: -
(i) personal injury or bodily injury or loss of, damage to or loss of use of material property directly or indirectly caused by seepage, pollution or contamination
(ii) the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances
(iii) fines, penalties, punitive or exemplary damages;

8 Any claim in any way related to Criminal Acts.

9. Any claims made or judgements rendered in the Courts of the United States of America or Canada. The Policy also excludes any legal fees, costs and expenses related to such claims.

The policy has been extended to indemnify Regional Committee/National Councils of the Society of Radiographers and individual members for liability incurred arising out of meetings held by Regional Committee/National Councils.

The Society of Radiographers is frequently asked to give advice to members on their legal liability. A radiographer is liable at common law for any injury caused to a patient through negligence in carrying out his or her duties, in the same way as any other person holding him or herself out to the public as having special skills. In most cases the employing authority would also be vicariously liable to the patient for the same negligent act and although it would normally meet any claim brought by the patient without seeking contribution from the radiographer personally, that course is always open to it and the authority could well do so in some circumstances, for instance, where a radiographer undertakes duties for which he or she is not trained.

When undertaking sonographic procedures or general radiography, members may also be asked to report on such examinations. For their own protection, members should ensure, as far as possible, that their employing authorities are aware that they are producing reports, written or oral. We suggest that it is sufficient to inform an authority that reports are being issued and that the practice will continue unless the authority notifies the member otherwise.

Although it is a condition of the insurance that any diagnostic or treatment procedure carried out must be under the referral of a qualified medical, dental or veterinary practitioner, or a State Registered Chiropractor, or midwife (or others as permitted by the Council of the Society) in order for cover to apply, the Society is now more flexible over the source of referral for examination and treatment. However we would expect referral from other sources to be the exception rather than the rule. We would expect the use of Professional Standards or similar to be adopted by members of who provide diagnostic services to other healthcare professionals who are practising as independent practitioners – refer to “Professional Standards of those working as Independent Practitioners” (available on request). Self-referral recognised by the Society of Radiographers includes mammography and densitometry (relating in particular to osteoporosis) subject to criteria set out in the above publication.

In the event of an accident occurring out of which a claim might arise, members are instructed to communicate immediately with the Chief Executive Officer, at The Society of Radiographers, 207 Providence Square, Mill Street, London, SE1 2EW. No written or oral statement should be made to the patient or the patient’s solicitor except on the direct advice of the solicitors appointed by the Underwriters. The work of these solicitors may be seriously hampered by an inadvertent remark acknowledging liability for the accident, while a case may easily be lost if the insured member offers to pay a small sum in compensation; such an offer seldom has the desired effect of ending the case but frequently prejudices the issue. Members must co-operate in every way with the Underwriters’ solicitors and give all possible facilities for full enquiry into any claim that arises.

This is a summary of the policy which is worded in much greater detail and in more legalistic terms. As is usual in explanations, nothing written here can override the provisions of the policy.

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