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STATUTORY INSTRUMENTS

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**2015 No. 1511**

**HEALTHCARE AND  
ASSOCIATED PROFESSIONS  
CHIROPRACTORS**

The General Chiropractic Council (Indemnity  
Arrangements) Rules Order of Council 2015

*Made* - - - - 8th July 2015  
*Coming into force* - - 16th July 2015

At the Council Chamber, Whitehall the 8th day of July 2015  
By the Lords of Her Majesty's Most Honourable Privy Council

The General Chiropractic Council has made the General Chiropractic Council (Indemnity Arrangements) Rules 2015, which are set out in the Schedule to this Order, in exercise of the powers conferred by sections 6(2) and (3), 35(2) and 37(5) to (7) of the Chiropractors Act 1994<sup>(1)</sup>.

By virtue of sections 35(1) and 36(1) of that Act, such Rules shall not come into force until approved by Order of the Privy Council.

**Citation and commencement**

**1.** This Order may be cited as the General Chiropractic Council (Indemnity Arrangements) Rules Order of Council 2015 and shall come into force on 16th July 2015.

**Privy Council Approval**

**2.** Their Lordships, having taken the Rules set out in the Schedule to this Order into consideration, are pleased to and do approve them.

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(1) 1994 c. 17. Section 6(2) was amended by S.I. 2007/3101. Section 37 was substituted by article 10 of S.I. 2014/1887 and section 35(2) was amended by SI 2008/1774.

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**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

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*Richard Tilbrook*  
Clerk of the Privy Council

## SCHEDULE

Article 2

### The General Chiropractic Council (Indemnity Arrangements) Rules 2015

The General Chiropractic Council in exercise of its powers under sections 6(2) and (3), 35(2) and 37(5) to (7) of the Chiropractors Act 1994<sup>(2)</sup> makes the following Rules:

## PART 1

### PRELIMINARY

#### Citation and commencement

1. These rules may be cited as the general Chiropractic Council (Indemnity Arrangements) Rules 2015, and shall come into force on 16th July 2015.

#### Interpretation

2. In these Rules—

“the Act” means the Chiropractors Act 1994;

“chiropractor” means a person who is registered as a fully registered chiropractor, a conditionally registered chiropractor or a provisionally registered chiropractor;

“indemnity arrangement” means the arrangement referred to in rule 3;

“prescribed risks” means the risks which are prescribed under rule 4;

“prescribed amount” means the minimum amount of indemnity cover to be obtained by a chiropractor in order to cover the prescribed risks and which are set out in rule 5.

## PART 2

### REQUIREMENT TO HAVE AN INDEMNITY ARRANGEMENT

#### Requirement to have an indemnity arrangement

3. A chiropractor who practises as such must have in force in relation to that chiropractor an indemnity arrangement which provides appropriate cover, for not less than the prescribed amount, in respect of claims for any of the prescribed risks.

#### Prescribed risks

4. An indemnity arrangement must cover the following risks—

(a) any legal liability for any negligent act, error or omission in professional services rendered or which should have been rendered by a chiropractor whilst practising as such;

(b) any liability for claims for public liability or product liability arising from death or injury to third parties or damage to third party property caused by the chiropractor in the course of providing professional services or in the course of supplying products in connection with those services;

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(2) 1994 c. 17. Section 37 of the Act was substituted by article 10 of the Health Care and Associated Professional (Indemnity Arrangements) Order 2014 (SI 2014/1887).

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- (c) any legal liability of a chiropractor in respect of the risks set out in paragraphs (a) and (b) which are attributable to that chiropractor's employees, partners, associates, co-directors or agents and which are connected with the provision of chiropractic services on behalf of that chiropractor, or under, that chiropractor's supervision;
- (d) any liability to pay any or all legal costs of, and incidental to, all proceedings which may be recovered by a claimant against a chiropractor arising out of any claim in respect of the prescribed risks; and
- (e) all or any costs, fees and expenses which may be incurred by a chiropractor in defending any claim in respect of the risks set out in paragraphs (a) to (d).

#### **Prescribed amount**

5. The minimum amount of cover under an indemnity arrangement that must be obtained by a chiropractor in respect of the prescribed risks is £5,000,000 in the aggregate.

#### **Run off cover**

6. A chiropractor must maintain appropriate cover under an indemnity arrangement for the prescribed risks and in the prescribed amount in respect of any claims made in respect of that chiropractor's practice which may arise—

- (a) after the date on which that chiropractor ceases to practise as a chiropractor for whatever reason;
- (b) (in the event of a change of provider) after the expiry of the period covered by a previous policy or indemnity arrangement;
- (c) at any time after the date of the event which gave rise to the claim.

## **PART 3**

### **COMPLIANCE**

#### **Duty to notify the General Council**

7. Where an indemnity arrangement in the prescribed amount for the prescribed risks ceases to be in force in relation to a chiropractor that chiropractor must notify the Registrar immediately in writing.

#### **Demonstration of Compliance**

8. Where a person applies for registration (including restoration of registration) that person must provide the Registrar with—

- (a) evidence which, in the opinion of the Registrar, is sufficient evidence that there is or will be in force in relation to that person, an indemnity arrangement for the purposes of complying with section 37(1) of the Act;
- (b) a signed declaration that there is or will be in force in relation to that person an indemnity arrangement; and
- (c) a signed authorisation for the provider of any indemnity arrangement to disclose to the Registrar such information about indemnity arrangements as the Registrar may reasonably require for the purpose of determining whether there is or will be appropriate cover in force in relation to that person.

**9.**—(1) The Registrar may by written notice require a chiropractor to provide the General Council with

- (a) evidence, which in the opinion of the Registrar, is sufficient evidence that there is in force in relation to the chiropractor, an indemnity arrangement;
- (b) a signed authorisation for the provider of any indemnity arrangement to disclose to the Registrar such information about indemnity arrangements as the Registrar may reasonably require for the purpose of determining whether there is or will be appropriate cover in force in relation to that person.

(2) A chiropractor must provide the evidence and the signed authorisation referred to in the notice within the period specified in that notice.

Given under the official seal of the General Chiropractic Council this 18th day of June 2015

*Suzanne McCarthy*  
Chair of the General Chiropractic Council

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### **EXPLANATORY NOTE**

*(This note is not part of the Order)*

The Rules contained in the Schedule to this Order set out the types and level of cover required by all practising chiropractors who have a statutory obligation to have in place indemnity arrangements to provide appropriate cover against risks and claims in relation to practising as such. The Rules prescribe a minimum aggregate level of cover (£5 million); the risks which must be covered by the indemnity arrangement; and set out requirements for demonstrating compliance with the requirement to have an indemnity arrangement, to the Registrar of the General Council.