

BALENS HEALTH PROFESSIONALS SCHEME

Professional Liability and Malpractice Insurance Policy



Devised & arranged especially by

BALENS
Specialist Insurance Brokers

to

Health Professionals & Organisations

Underwritten by:-



Policy underwritten by Zurich Insurance plc Company. Registered in the canton of Zurich.

Canton Number CH-020.3.929.583-0. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Authorised and regulated by the Financial Services Authority

In order to maintain the low cost and high quality of the cover on this scheme, and ensure that you are protected, please read and observe the terms and conditions that need to be fulfilled in order for cover to operate and a claim to be dealt with by insurers- thank you!

SECTION A: POLICY DEFINITIONS & EXPLANATIONS OF TERMS USED

Wherever the following words and phrases appear in the Policy they will always have these meanings:-

1. **INSURER** shall mean the Zurich Insurance Company
2. **"PROPOSAL"** shall mean the signed proposal or declaration form which is the basis of and forms part of the contract together with any additional information supplied to the Insurer by or on behalf of the Insured
3. **COVERHOLDER/ BALENS LTD** shall mean the Intermediaries responsible for the delivery of policies, information and the day to day running of this scheme on behalf of the Insurer
4. **"POLICY"** shall mean the policy, schedule and any endorsements attached or issued which are based on the proposal submitted or any subsequent information which Balens Ltd/Insurers may have received
5. **"INSURED"** shall mean any Health Professional as defined in Clause 9 below, including Agent, Teacher, Student, Clinic, School or other health-related business declared to Balens Ltd. In the event of the death of the Insured, the term "Insured" shall include the personal representatives of the Insured in respect of liability incurred by the insured, provided that such person shall as though he were the Insured observe fulfil and be subject to the terms, exceptions, conditions and endorsements of this Policy so far as they can apply
6. **"OTHER PERSONS/ENTITIES INDEMNIFIED"**
 - (a) In the event of death of the insured person(s) any personal representatives of the insured in respect of any liability incurred as a result of liability arising under cover sections (a) – (i) in Section B
 - (b) At the request of the insured:
 - (i) any principal, employer or other party with whom the insured has entered into a contract for the purposes of delivering services in the course of the business, but only in respect of indemnity that would normally have been given to the insured in respect of such services had they been performing the work themselves. No cover is provided for contractual agreements which fall outside the description of cover in sections (a) – (i) in section B
 - (ii) any person who is, has been, or may become: a director, co-director, partner, associate, officer, agent, trustee, committee member or employee of the insured while acting in connection with the "business", but only in respect of indemnity that would normally have been given to the insured had they been performing the work themselves.
7. **"AGENT"** An individual or corporate entity who may act on behalf of the Insured, or for whom the Insured may be acting in respect of the activities defined as "Health Professional" in 9. below
8. **"CLINIC"** shall mean a Health Practice or Business involving more than one Health Professional. Indemnity may be provided in respect of the activities of the owner of the business and other Health Professionals for which the owner may become responsible, subject to acceptance of satisfactory proposal form and appropriate additional premium (if applicable) being paid
9. **"HEALTH PROFESSIONAL"** shall mean a suitably qualified individual or an entity acceptable to Balens Ltd and the Insurers, whose work involves the delivery of healthcare, treatment, advice, information, advice on personal development, medico – legal work or acting as a witness, consultancy, coaching, cosmetic procedures and maintenance, plus the sale or supply of products, services, teaching, demonstrations, workshops, lectures, supervision, consultancy, acting as an agent/agency in the provision of Health Professionals, carers or other relevant persons, or otherwise by agreement with the Insurers and as defined elsewhere in this policy
10. **"PERIOD"** shall mean in respect of the insured named in the attached certificate or schedule:
 - a. the period commencing with the effective date and ending with the expiry date shown
 - b. the period during which individual insureds belonging to an Affinity group scheme may attach and will run until their individual expiry dates unless individually cancelled in accordance with the terms of this Policy and regardless of the expiry or cancellation date of the master Policy
 - c. The inclusion of an unlimited period prior to the inception of this policy (known as "Retroactive Cover") where the insured has held previous insurance for which cover is no longer available. Cover will only apply in respect of an incident or situation not already known about, which may give rise to a subsequent claim and also providing no cover under any previous insurance is still valid. All potential incidents must be declared at inception of this cover and will be excluded by this insurance.
11. **"TREATMENT"** shall mean any activity or advice given in connection with the modalities or treatments described on the Schedule attached to and forming part of this Policy and carried out in the course of the Business
12. **"BUSINESS"** shall mean the running of a Health Professional practice or other Health-Related or

Personal Development related business whose activities are as stated in “9” above and as agreed with Balens Ltd and the Insurer. This can include work for which no payment is made including, but not limited to: voluntary work First Aid and Good Samaritan Acts.

13. **“GOOD SAMARITAN ACTS”** shall mean: treatment administered at the scene of a medical emergency, accident or disaster by the Insured who is present either by chance, or in response to an S.O.S. call following a disaster.
14. **“FIRST AID”** shall mean treatment or procedures administered at the scene of a medical emergency, accident or disaster by the Insured in any other circumstances than “13” above
15. **“INJURY”** shall include bodily injury, death, disease, illness, nervous shock or emotional injury where such term is legally recognised by the medical profession.
16. **“PROFESSIONAL INDEMNITY”** shall mean the protecting of a Health Professional against any allegations of loss arising from the conduct of his/her occupation. This can include financial loss due to inadequate or incorrect advice or consultancy work
17. **“MEDICAL MALPRACTICE”** Where the Health Professional has not (or is alleged to have not) performed with a reasonable degree of skill and care, resulting in possible injury to ‘the patient.’
18. **“PRODUCTS SUPPLIED”** shall mean
 - i. Products including containers packaging or instructions sold, supplied, demonstrated, tested, or serviced
 - ii. Health or cosmetic products that may be sold where treatment or advice has not taken place, subject to overall policy limits on turnover resulting from this type of sale.
 - iii. Any food or drink supplied by, or on behalf of, the Insured in the course of the Business
 - iv. As above, but extended upon payment of an additional premium, for a product supply business developed by the Insured and as a result of their work as a Health Professional.
 - v. Audio, video or written material, produced by the insured where health advice or information are contained
19. **“PREMISES”** shall mean any place (s) where a Health Professional or a Health Related Business undertakes activities in the course of the Business
20. **“PROPERTY”** shall mean material property
21. **“EMPLOYEE”** shall mean
 - i. any person under a contract of service or apprenticeship with the Insured
 - ii. any person who is hired to or borrowed by the Insured
 - iii. any person engaged in connection with a work experience or training scheme
 - iv. any labour master or person supplied by him/her
 - v. any person engaged by labour only subcontractors
 - vi. any self-employed person working on a labour only basis under the control or supervision of the Insured
 - vii. any voluntary helper

While working for the Insured in connection with the Business

22. **“QUALIFIED”** shall mean a person holding a recognised qualification/ qualifications or where the experience is of a suitable standard acceptable to Balens Ltd and the Insurer
23. **“TERRITORIAL LIMITS”** shall mean:

(a) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

(b) Republic of Ireland if stated on the policy schedule

(c) Elsewhere in the world in connection with temporary visits undertaken in the course of the Business by any person normally resident in the territories described in (a) or (b) above but excluding U.S.A. or Canada in this respect

(d) Anywhere in the world in respect of products supplied in or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man (and Republic of Ireland if stated on the policy schedule)

24. **“OFFSHORE”** shall mean from the time of embarkation onto a conveyance at the point of final departure to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform
25. **“TERRORISM”** shall mean an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatsoever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes.
26. **“TANNING EQUIPMENT”** shall mean sunbeds. sun-lamps or solaria or any equipment emitting ultra

violet rays for therapy or artificial sun-tan

27. **“RETROACTIVE COVER”** shall mean cover for an unlimited period prior to inception date of this policy, which is incorporated and consolidated into it.

28. **“CLAIMS MADE POLICY”** (This policy is *not* on this basis)

- a. Covers ‘the insured when an incident is discovered, not when it is alleged to have taken place. When retiring or ceasing a policy, the Health Professional needs to ensure that any new carrier will pick up the previous period insured, or that the therapist purchases at a reduced premium some “Run-off” cover (see below).
- b. Any claim made after the update will be dealt with under the wider cover, even though the event may have taken place in a previous year.

29. **“CLAIMS OCCURRING POLICY”** (this policy *is* written on an extended version of this basis)

A type of policy where a claim is agreed to be triggered by the date the incident was alleged to have taken place, provided the policy was in force at the time. There is no need to keep a policy going after retirement or when changing to another policy. Any claim will normally be based on the cover and amount which was in force at the time of the incident which is alleged to have occurred, although this policy allows for upgrades in cover to take place and these will be retrospectively applied

30. **PRODUCTS LIABILITY** Covers Liability at Law in respect of a defect in any product supplied, sold, repaired, demonstrated, tested or serviced in the course of the business which causes injury or damage

31. **PUBLIC LIABILITY** This covers liability at law for causing injury to other people (not necessarily clients/patients) or for damage to property, excluding injury from treatment or advice which is covered elsewhere on the policy

32. **LIBEL OR SLANDER** where the Insured is deemed to have spoken or written in a way detrimental to a third party which could possibly lead to a claim for damages or compensation

33. **BREACH OF CONFIDENTIALITY** Where someone (not necessarily a patient) alleges that the Health Professional has divulged information detrimental in some way or which could cause loss to them

34. **LOSS OF REPUTATION** where an Insured may have innocently suffered loss to their business and name as a result of a complaint, lawsuit or other action by any third party and which may require the services of a public relations professional to help repair the damage caused by such situations

35. **CLIENT CONFIDENTIALITY PROTECTION** additional legal or other expenses as agreed with the insurer to defend an action or explain to any relevant authority in respect of an ethical refusal to breach the confidentiality of a client where it is deemed therapeutically damaging to do so

36. **RUN OFF COVER** If an Insured discontinues cover under a claims made policy (i.e. not this Balens Policy), there is no retroactive cover for previous work or services performed unless run off is requested and in some instances paid for

37. **INTELLECTUAL COPYRIGHT** shall mean defence against allegations that the insured has used the unique knowledge base or information of another Health Professional or business without permission or agreement

SECTION B: BALENS TREATMENT, ADVICE, PUBLIC AND PRODUCTS LIABILITY COVER DESCRIPTION

Preamble: Important Notice

This is a claims occurring policy, which means that you are covered for when you did the work or gave the advice, and not when you discover the possibility of a claim. For your protection however, this policy will pick up claims from previous work performed under what is called retroactive cover (see definitions) and furthermore, cover can be upgraded in the same way as a claims made wording on an ongoing basis subject to the upgrade clause as defined in the policy. Because it is a claims occurrence wording, there is no need for “run off” cover to ensure ongoing protection after you cease to purchase this policy, as the cover will remain in place. This unique policy enables you to have the benefits of both types of wording, without the drawbacks of either

Insuring Clauses

In consideration of the Insured having paid or agreed to pay the premium the Insurer shall indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages and costs and expenses of claimants arising from the following circumstances

- a) Injury to any person (Medical Malpractice and “Good Samaritan” Acts and First Aid) caused by or alleged to have been caused by any treatment/procedure undertaken and stated on the schedule/certificate of this policy or as otherwise agreed with Balens Ltd and the Insurer
- b) Breach of Professional Duty
- c) Professional Indemnity
- d) Public Liability
- e) Products Liability
- f) Nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water
- g) Wrongful arrest, detention, malicious prosecution, libel or slander arising out of improper conduct by any customer or customers, or any other person or persons (other than employees) at the premises.
- h) Libel or slander, arising from business activities of the insured as defined in the policy
- i) Breach of confidentiality or misuse of any information which could be deemed confidential in nature or has restriction concerning its’ use

alleged to have occurred within the Territorial Limits during the Period of Insurance and happening in connection with the Business and/or conduct of profession or occupation, including voluntary work and Good Samaritan Acts and First Aid where qualified. There are further extensions of cover in conjunction with the above in Section D of this policy

Limit of Indemnity

The Liability of the Insurer for all compensation payable by the insured in respect of any one occurrence or all occurrences in a series arising out of one original cause shall not exceed the limit(s) of indemnity. However, the Limit of Indemnity shall be the maximum amount payable in any one Period of Insurance in respect of liability arising from Products Supplied.

Additional Indemnity for Costs and Expenses

The Insurer will:

- 1. pay without limit all other costs and expenses over and above the limit of indemnity, incurred with its written consent in respect of any claim which may be the subject of indemnity under this Policy
- 2. Pay without limit solicitors and other fees incurred with its written consent for:
 - a) defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of any of clauses (a) – (i) in Section B of this policy
 - b) representation at a Coroners Court or Fatal Accident inquiry in respect of any death which may be the subject of indemnity under this Policy

SECTION C: BALENS POLICY EXCLUSIONS

The Insurer shall not be liable

- a) in respect of Injury to any Employee for which the insured could be held liable
- b) in respect of loss of or damage to property belonging to the Insured which is leased let or lent to or which is the subject of a bailment to the Insured but this shall not apply to customers' or Employees' property. However this exclusion shall **not** apply in respect of premises leased let rented hired or lent to the Insured for legal liability. Please refer to additional clause 3 for details.
- c) loss or damage arising under agreement unless liability would have attached to the Insured in the absence of such agreement
- d) loss or damage to premises caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance for the premises shall be effected by or on behalf of the Insured under a specific policy for buildings.
- e) for any costs incurred in recalling or modifying any product supplied
- f) for the costs or remedying any defect or alleged defect in land or premises sold or disposed of by the Insured or for any reduction in the value thereof
- g) for the cost or value of any Products Supplied or replacement repair removal rectification or reinstatement thereof where legal liability arises from a defect in or the unsuitability of such Products Supplied
- h) in respect of
 - i) work in or on aircraft
 - ii) work in or on airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
 - iii) the ownership possession or use by or on behalf of the Insured of any
 - a) aircraft
 - b) watercraft (other than watercraft not exceeding 8 metres in length or any hand-propelled boat or pontoon)
 - c) mechanically propelled vehicle or trailer attached thereto in circumstances where compulsory insurance or security is required or where insurance is provided by another policy
- i) for liability assumed by the insured under agreement unless the conduct and control of claims is rested in the Insurer but indemnity shall not in any event apply to:
 - a) liquidated damages fines or penalties
 - b) legal liability which attaches by virtue of an express warranty indemnity or guarantee given or entered into by the Insured in connection with any Products Supplied which would not have attached in the absence of such warranty indemnity or guarantee
- j) in respect of Injury or loss of or damage to property caused by or in connection with any Products Supplied which to the knowledge of the Insured are directly or indirectly exported to the United States of America or Canada
- k) for any claim of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- l) for any 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
- m) in respect of any treatment or activity not included on the treatment/activity list in the schedule. In normal

circumstances, submission of proof of qualification is required for any treatment or activity to be added. Where qualifications in writing have not been received by Balens Ltd directly, cover can be included subject to acceptable qualifications having been previously obtained, and agreed with Balens Ltd. Where covers for various treatments and activities have previously been agreed and covered by Balens Ltd under another policy, cover will automatically transfer to this policy without requiring further evidence

- n) in respect of any Treatment given by any person who is not qualified in the Treatment being undertaken except
 - a) under the direct supervision of a Qualified person or
 - b) with the specific agreement of the Insurer or
 - c) for students case study work, or for other work prior to qualification being obtained, if deemed competent to do so by their school and providing they do not practice outside the scope of what they have been taught, and that regular supervision and/or ongoing case consultation/review for such case studies is in place – students are to declare in advance that they are not qualified and may charge a fee provided this is a modest amount and evidently lower than an experienced and qualified therapist would normally charge
- o) in respect of any treatment given by any employee of any Insured unless that employee is declared to Coverholders and suitably Insured under a Corporate or Individual Policy in the Balens Health Professionals Scheme
- p) in respect of a training establishment or course run by the insured and offered to the public as delivering a qualification of competency, unless cover is arranged to do so. This exclusion does not apply in respect of Healing or Reiki. Other modalities may be covered upon referral to Balens Ltd and suitably endorsed on the policy.
- r) in respect of any Products Supplied by the Insured to a person or entity who is not a patient or client where no advice or treatment has taken place, and where annual turnover in respect of such Products Supplied is **above** £30,000. This exclusion is deleted in event of clinic/shop/salon risks where notified to Balens and if necessary appropriate additional premiums paid.
- s) Regarding cover in Section D4, Client Confidentiality Protection, this section will not cover situations where criminal activity by the Insured or their client is alleged and likely to be proven.
- t) for any claim arising from any of the following;
 - (i) hypodermic injections unless specifically agreed by the Coverholder/Insurer and any additional premium paid
 - (ii) Conventional Medical Treatments where the Insured is a registered Medical Practitioner, or Nurse, unless as part of an Integrated Medicine or Complementary Medical Treatment Programme - in this respect cover is only relating to advice/treatment and does not extend to the prescribing of ethical medicines available on prescription only or other invasive Conventional Medical Procedures unless agreed upon referral to Balens Ltd and / or the Insurer first

Instrument warranty

Without prejudice to the generality of the foregoing:

- a) hypodermic needles shall be used once only; or:-
- b) any other instrument having need to contact or penetrate tissue shall be either:-
 - (i) used once only
 - (ii) sterilised to the current professionally recognised standard if (iii) below has been updated
 - (iii) sterilised using one of the following disinfection process options:

Instrument boiler	100°C	5-10 minutes
Sub Atmospheric steam	73°C	10 minutes
Washer disinfectant	65°C	5-10 minutes
	70-71°C	3 minutes
	80°C	1 minute
	90°C	1 second
- c) any surface which has received spillage of human or animal or body fluid or has been contacted by human or animal tissue shall be disinfected by the use of one of the following or otherwise effectively sterilised to the current recognised professional standard:
 - Formaldehyde
 - 2% Glutaraldehyde
 - 70% Alcohol

Chlorine releasing agents

Clear soluble phenols

The disinfectant chosen must be effective, compatible with the items processed and, if an irritant substance is used, all traces of the disinfectant must be removed before the instrument is re-used.

- d) The Insured shall ensure that all clinical waste is disposed of into a Sharps container immediately after use and further disposed of by an appropriately qualified waste contractor or other approved method according to the currently recognised professional standard.
- u) for any claim of whatsoever nature directly or indirectly caused or occasioned by or happening through or on consequence of Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to, Terrorism.
- v) for pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

For the purpose of this exclusion pollution or contamination shall be deemed to mean

- i) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere and
- ii) all loss or damage or injury directly or indirectly caused by such Pollution or Contamination
- w) for contractual liability. Insofar as concerns liability assumed by the Insured under contract or agreement which would not have attached in the absence of such contract or agreement, this insurance will only apply, if the Insurer retains sole conduct and control of any claim and shall not in any event apply in connection with products supplied
- x) This Policy shall not apply to any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000
 - i) correctly to recognise any date as its true calendar date
 - ii) to capture save or retain and or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

SECTION D: ADDITIONAL CLAUSES

1 – UPGRADE CLAUSE– Cover can be increased or extended at any time during the “Insured Period” (see definition) subject to a signed declaration form acceptable to the Coverholder and the Insurer. Extended cover will not be in place for any incidents likely to give rise to a claim or claims known to have occurred, and already known to the Insured at the time of requesting this extension, whether declared to an insurer or not. An appropriate premium must be paid and total cover will be subject to the maximum amounts available from the Insurer at the time of request. The increased or improved cover will be deemed to be retrospectively applied to all work previously performed, but will exclude any previous claims, or any know situations likely to give rise to a claim in the future.

2 - CAR PARK LIABILITY - Where vehicles the responsibility of persons other than the Insured are held in trust by or in the custody or control of the Insured, the Insurer will, subject to the terms exceptions conditions and endorsements of this Policy, indemnify the Insured against legal liability in respect of loss of or damage to such vehicles

Provided that such vehicles

- a) are not being stored by the Insured for a fee or other consideration

- b) are not held in trust by or in the custody or control of the Insured for the purposes of work being carried out on them

3 – RENTED PREMISES- Exclusion clause (b) in Section C of this policy shall **not** apply in respect of premises leased, let, rented, hired or lent to the Insured, **but** the following exclusions concerning rented premises will apply:

- i. loss or damage arising under agreement unless liability would have attached to the Insured in the absence of such agreement
- ii. loss or damage to premises caused by fire or any other peril where a separate policy exists to cover these risks and where a tenancy or other agreement stipulates that insurance shall be effected by or on behalf of the Insured.

In addition, the Insurer will indemnify the Insured for legal liability in respect of all sums which the Insured may be legally liable to pay as tenant for the cost of repairing accidental damage to cables and underground pipes and drains (and their inspection covers) on the Premises or connecting them to the public mains

4 - PATIENT CONFIDENTIALITY PROTECTION- Insuring Clause (i) under section B of this policy provides cover for the insured to produce a report, present an argument to a court, disciplinary hearing or tribunal as to why notes or information should not be released or made public for ethical reasons, i.e., to protect the health or well being of the client. The Insurer will pay legal and other costs in helping defend or explain such a decision, where the Insured may be acting as a witness on behalf of their client up to a limit of £10,000 including legal costs and other expenses, subject always this being done in conjunction with the Insurer and not without prior referral and agreement

5 – CRIMINAL PROSECUTION - Where no other cover exists, the Insurer may at their own discretion pay for part or all of the defence costs in circumstances where a claim for negligence, which would normally be covered by this policy, may ensue as a result of a Criminal Prosecution. In addition the Insurer may at their own discretion, and where no other cover exists, pay for a refund of criminal defence fees, if after due process the Insured is declared innocent of all charges.

6 - PRE - DISCIPLINARY HEARINGS AND COMPLAINT COSTS - Reasonable Costs and expenses in preparing a response to allegations of unprofessional conduct or behaviour likely to give rise to a Disciplinary Hearing with a professional body or regulator up to a limit of £1,000. Subject always to there being no other cover in force under a separate legal expenses policy. If alternative cover is in place, then this policy will provide additional costs after the alternative cover has been used up first.

7 - CROSS LIABILITY - If more than one person is included as the Insured, the Insurer will provide indemnity to each person in the same manner and to the extent as if a separate Certificate has been issued to each of them.

8 - LOSS OF DOCUMENTS - Any reasonable cost or expense incurred by the Insured (and to which the Insurer has consented) in replacing or restoring documents whether owned by, or the responsibility of the Insured in the conduct of the Insured's Business which are discovered lost or damaged and notified to the Insured during the Policy/Certificate Period. The maximum liability under this Insurance in respect of this extension shall not exceed £50,000 in any Period of Insurance.

9 - TEACHING/TUITION - This Policy is extended to indemnify the Insured for legal liability incurred in respect of teaching, provided as an individual tutor, where the insured is not personally responsible for the delivery of a certificate of competence or a qualification other than Healing, Reiki or any other previously agreed Course. This extension will exclude any liability arising from the management and control of a Training Establishment, Clinic or College unless specifically agreed with Balens, and if necessary, an appropriate additional premium paid.

10 - TEMPORARY TRAVEL EXTENSION - Liability is extended to cover an Insured domiciled in the UK, Channel Islands, Isle of Man and the Republic of Ireland whilst temporarily abroad (excluding the USA & Canada) subject to the practitioner conforming to the laws of the country/countries visited.

11 - LOSS OF REPUTATION involving claims or potential claims which may arise from any of items (a) to (i) under section B of this policy. The insurer will pay reasonable costs incurred with their consent, up to a maximum of £25,000 per claimant per period of insurance, in respect of the appointment of public relations professionals.

12 - BREACH OF INTELLECTUAL COPYRIGHT

13 - HEALTH AND SAFETY AT WORK, ACT 1974 – LEGAL DEFENCE COSTS

The Insurer will indemnify the Insured or at the request of the Insured any Director or Employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work Act 1974 or the Health & Safety at Work (Northern Ireland) Order 1978 or any regulations made thereunder committed or alleged to have been committed during the Period of Insurance including:

- a) costs of prosecution awarded against the Insured or any director or Employee of the Insured
- b) legal costs and expenses incurred with the consent of the Insurer in an appeal against conviction arising from such proceedings.

Provided always that the Insurer shall not be liable under this Extension for the payment of fines and penalties of any kind or the cost of appeal against improvements or prohibition notices.

14 - CONSUMER PROTECTION ACT 1987 – LEGAL DEFENCE COSTS

The Insurer will indemnify the Insured or at the request of the Insured any director or employee of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of Part 11 of the Consumer Protection Act 1987 or any regulations made thereunder committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Insurer in an appeal against conviction arising from such proceedings.

Provided always that:

- a) the criminal proceedings relate to an offence committed in the course of the Business as within defined
- b) this extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the Insurer shall not be liable under this extension
 - i) where the Insured, director or employee is insured by any other policy of insurance
 - ii) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of the insured, director or employee
 - iii) in respect of legal costs and expenses which the Insured, director or employee may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of the Insured, director or employee
 - iv) in respect of fines or penalties
 - v) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined
 - vi) unless the Insurer has the sole conduct and control of all claims
- d) The Insured, director or employee shall give to the Insurer immediate notice of any summons or other process served upon the Insured, director of employee and of any event that may give rise to proceedings against the Insured, director or employee

Provided always that:

- 1 these extensions are subject to the terms, limitations and conditions of the policy insofar as they can apply
- 2 the total liability of the Insurer to pay compensation shall not exceed the limit(s) of indemnity.

SECTION E: SPECIAL CONDITIONS APPLICABLE

1. RECORD KEEPING

- a) The Insured shall adequately record each and every treatment given to each and every client
- b) The record is to include full details of the consultation process, the treatment, the result of the treatment and any aftercare instructions given
- c) The record shall be kept for at least 7 years following the last occasion on which treatment was given. In the case of treatment to Minors, it is advisable that records should be kept for 7 years after they reach the age of majority (i.e. 18)
- d) In the case of trial or demonstration sessions undertaken at Shows, Seminars, Talks, Conferences, Courses and Exhibitions instead of a), b) or c) above, the name and brief details of the person, date of session and if possible brief details of the condition being treated and any observations if relevant should be noted
- e) In the case of sessions or classes undertaken in the form of Yoga, Pilates, Fitness, Exercise, Meditation or Mediumship instead of a), b), c) or d) above, the name and brief details of the person, date of session and if possible brief details of the condition being treated and any observations if relevant should be noted

SECTION F: GENERAL CONDITIONS TO THE POLICY

POLICY TERMS it is a condition precedent to any Liability on the part of the Insurer under this Policy that (a) the terms hereof so far as they relate to anything to be done or complied with by the Insured are duly and faithfully observed and fulfilled by the Insured and by any other person who may be entitled to be indemnified under this Policy and (b) the statements made and the answers given in the Proposal Form or Declaration are true and complete.

1. **PRECAUTIONS** The Insured shall take all reasonable precautions to prevent loss, damage, injury or accident and to minimise the cost of claims or legal proceedings and take steps to comply with statutory requirements obligations and regulations imposed by any authority wherever possible
2. **ALTERATION OF RISK** The Insured shall notify Balens Ltd immediately of any alteration in risk which materially affects the Insurance
3. **NOTICE OF CLAIMS** The Insured shall on the happening of any loss damage injury or accident give immediate notice thereof in writing to Balens Ltd, 2 Nimrod House, Sandy's Road, Malvern, Worcs, WR14 1JJ telephone 01684-893006 and shall at his/ her own expense as promptly as possible deliver to Balens a claim with such detailed particulars and proofs as may be reasonably required
4. **CLAIMS PROCEDURE** the Insured shall on receiving notice of any accident or claim arising under this Policy send to Balens Ltd immediately any writ summons or other process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Insurer to settle or resist any claim or to institute proceedings
5. **FRAUD** If a claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited
6. **CONTRIBUTION** If at the time of any loss damage or liability arising under this Policy there shall be any other insurance covering such loss damage or liability or any part thereof, the Insurer shall not be liable for more than its proportional share thereof
7. **CONTROL OF CLAIMS** The Insured shall not incur any expense in making good any damage without the written consent of the Insurer or Balens Ltd and shall not negotiate pay settle admit or repudiate any claim without that consent
8. **DISCHARGE OF LIABILITY** The Insurer may pay the Limit of Indemnity under the policy or any lesser sum for which any Claim or claims against the Insured can be settled and the Insurer shall be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment
9. **ARBITRATION** If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer
10. **CANCELLATION** The Insurer shall not be bound to renew this Policy and may terminate it at any time on giving thirty days notice to the Insured and thereupon the Insured shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of the Policy. This termination shall be without prejudice to any rights or claims of the Insured or the Insured prior to the expiration of the notice
11. **LAW AND JURISDICTION** This insurance shall be subject to the exclusive jurisdiction of the English Courts and English Law or Scottish Courts and Scottish Law if applicable. Extensions to include Southern Ireland are provide for Insured domiciled there, subject to appropriate premium paid and the policy schedule amended accordingly

SECTION G: EXTRA CONDITIONS APPLYING TO BEAUTY THERAPISTS COSMETOLOGISTS AND HAIRDRESSERS

The following Extensions, Exclusions/Conditions apply in respect of Beauty Therapists Cosmetologists and Hairdressers and are deemed to form part of this policy;

1. **Work in Clients Homes:** The Insured shall place a protective sheet over the client's floor covering whilst working when using a procedure with the potential to cause staining or other damage.
2. **Aftercare:** For all treatment where the client is required to perform aftercare, written instructions describing that care shall be given to each and every client on each and every occasion that such treatment is given.
3. **Hair, Eyebrow, Eyelash, Tinting or Perming:** The Insured shall take a skin test at least 24 hours before applying an eyelash or eyebrow tint to a client for the first time in accordance with maker's instructions and the guidelines taught by the qualifying College or as subsequently recommended as best current professional practice. Should there be an allergic reaction to the skin test the Insurer will not be liable for any claim which may arise from tinting or perming given subsequent to such test. A record on the client form that this test has taken place must be kept for at least 3 years.

Always carry out a tint test in the following instances:

- When the client has never had a tinting treatment before
- When the client has never had a tinting treatment in your establishment before, even if they have had tinting elsewhere
- When the client has had a change in their medical history
- When the client is taking a different medication since their last tinting treatment
- When you have changed any preparations used in your tinting treatments or changed the manufacturer of your tinting preparations
- Whilst it is not a requirement that every session requires a test, this should be done at regular intervals of say 12 months for longstanding clients

In respect of perming:

- Appropriate tests and procedures should be employed in order to check client's hair is suitable for procedure

4. **Advanced Electrolysis:**

The following can be treated subject to guidelines described:

- i. Telangiectasia/Dilated Capillaries - No medical referral required unless they are particularly bulbous.
- ii. Spider Nevus, Campbell de Morgan Spots -No medical referral
- iii. Haemangioma - Medical referral required for excessively large ones
- iv. Skin Tags - No medical referral required unless the therapist is unsure of diagnosis
- v. Milia - No medical referral
- vi. Warts - Undertake with caution
- vii. Verrucas - Undertake with caution
- viii. Hair from Moles (not the removal of moles) - Referral by medical expert
- ix. Age Spots or Pigmentation - Requires expert medical permission

5. **Laser (machine type 1-4 only) IPL:**

Treatment may only be undertaken by qualified level 3 beauty therapist or qualified doctor. For the following:

- i. Hair Removal
- ii. Skin Rejuvenation
- iii. Cellulite/Lip Treatments

6. **Ear Piercing**

- a. the piercing equipment and jewellery is specifically designed by the manufacturer for use on / in the ear lobe.
- b. the piercing instrument and jewellery inserted into the ear lobe is sterile and complies with the Dangerous Substances and Preparation, (Nickel) (Safety) Regulations 2000.

Exclusions which apply to condition 6:

1. Pierces under the age of 16 years unless the parent is present and has given written consent to the procedure
2. Piercing undertaken elsewhere than in a hygienic room or area at the Insured's premises unless specifically agreed by the Insurer

7. Enlighten

The Insured shall not undertake treatment of clients: -

- i. with light induced epilepsy light sensitivity, porphyria, diabetes, skin tumours, skin cancer, hypo/hyperpigmentation who have previously received laser treatment in the area to which light would be applied
- ii. who may be pregnant
- iii. taking photosensitive medication
- iv. or is are under the age of 16

8. Nails

The Insured shall check and record in client notes that the client is not allergic to acrylics or plastics before applying false nails or nail extensions

6 Case Studies

Case Studies undertaken by Students are only included where the work is approved, supervised and directed by the College concerned and regular case reviews are made

7 Product Exclusions

- (a) The use of products containing Retin-A or a concentration of Glycolic and other Alpha-Hydroxy acids in excess of 43% by volume unbuffered/esterified
- (b) The use of Henna products containing Paraphenylene Diamine (PPD)

Additional Clause A- SALON MEMBER

The Insurer notes that where the owner of a salon has purchased Cover under the "Balens Health Professionals Scheme" in respect of their qualified therapist staff or principals, the insurance will apply to the salon owner (irrespective of whether a sole trader, partnership or limited company) and or therapist(s), provided that the indemnity provided does not exceed the limit of indemnity stated in the Schedule. Cover in respect of a therapist whose insurance has been purchased by the salon owner only applies in respect of work undertaken within the salon or whilst engaged solely in salon business. Such salon therapists must be declared to the Coverholder

Additional Clause B- INDEMNITY TO PRINCIPALS AND SALON OWNERS

The Insurer will at the request of the Insured indemnify

1. any principal to the extent required by the contract between the Insured and the principal
2. any salon owner for whom the insured is working or in whose premises the insured is working arising from the performance of work by the insured for such principal or salon owner in whose premises the Insured is working Provided that:
 - a) the Insurer shall retain sole conduct and control of any claim
 - b) the principal or salon owner shall observe fulfil and be subject to the terms conditions exclusions and limits of this Policy in so far as they can apply

where any indemnity is provided to any principal or salon owner the Insurer will treat each principal clinic or owner and the Insured as though a separate Policy had been issued to each of them provided that nothing in this clause shall increase the liability of the Insurer to pay any amount in respect of any one occurrence or during any one Period of Insurance in excess of the limit of liability stated in the Schedule

SECTION H: IMPORTANT NOTICE FOR OUR CLIENTS

Here are some important facts you should know and understand

Policy document. Please read carefully for details of what is insured and the conditions and exclusions of cover.

Duty of disclosure of material facts. Your policy has been prepared on the basis of the information provided by you. It is your duty to disclose all material facts to underwriters, i.e. facts that may influence an underwriter's judgement in their assessment of a risk. Under English Law, insurance contracts impose an onerous duty of disclosure on the insured... Failure to comply with this obligation before commencement or during the period of the policy could prejudice your rights to recover in the event of a claim or allow the Insurer to void the policy from inception. For your own protection, please adhere exactly to the duty of disclosure. If you are in doubt as to whether a fact is material, please contact Balens Ltd

Business description. It is important that you provide a full description of your activities. The risk has been assessed and accepted at an agreed premium on the basis of the information given. Any variation of those details is likely to be a material fact, and, if not relayed, could result in an uninsured loss.

Corporate Entities. Please remember that this policy is designed for an individual Health Professional. If you change your status to a Limited Company, start to act as an agent for other therapists by running a clinic or employing other Health Professionals you must contact Balens Ltd so that your cover can be suitably amended to reflect the new situation

Prompt notification of claims. This is a condition of all insurance policies and failure to comply might prejudice your position. It is, therefore, essential that you advise us immediately of any claim made against you or of any incident that might give rise to a claim. You should also declare this at subsequent renewals or when filling in new proposal forms as this would be deemed a material fact by the Insurer.

Balens remuneration. In common with other insurance brokers, we are remunerated by commissions paid to us by insurers. In some instances a fee may be charged to offset expenses when this commission is not high enough to fund the cost of service and documentation. These will always be stated on the relevant documentation

For more technical information on how these and other related policies operate please go to our website www.balens.co.uk or contact us for further advice.

SECTION I: COMPLAINTS PROCEDURE

We value the opportunity to investigate any concerns you may have about any aspect of our service and are committed to handling all complaints fairly, thoroughly and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away therefore in the first instance please get in touch with your usual contact as they will generally be able to provide you with an immediate response to your satisfaction. Contact details will be provided on correspondence that we or our representatives have sent you.

If we cannot resolve your complaint straight away we will aim to resolve your concerns as soon as possible and we will keep you informed of progress while our enquiries are continuing. The majority of complaints we receive are resolved within four weeks of receipt.

Next steps if you are not happy with the response provided

We are dedicated to our customers and seek to do what is right however sometimes we may not be able to reach an agreement with you. If this is the case and you remain dissatisfied once you have received our response to your complaint we will refer your complaint to our Customer Relations Team for a separate review.

The Customer Relations Team will contact you to let you know they have received your complaint and when their review is complete they will provide you with a final response on our behalf.

The Financial Ombudsman Service (FOS)

If we are unable to resolve your complaint to your satisfaction within eight weeks or if you remain dissatisfied following receipt of our final response letter you can ask the FOS to formally review your case. You must contact the FOS within six months of our final response.

The FOS contact details are as follows:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

You can telephone on 0845 080 1800 or e-mail complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and will not affect your legal rights.

The FOS can help with most complaints if you are:

- a private individual
- a business with an annual turnover of less than £1,000,000
- a charity with an annual turnover of less than £1,000,000
- a trustee of a trust with a net asset value of less than £1,000,000.

If you are unsure whether the FOS will look at your complaint please contact them directly for further information. You are entitled to contact the FOS at any stage of your complaint.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. Further information is available on www.fscs.org.uk or you may contact the FSCS on 020 7892 7300.

Following this complaints procedure does not affect your legal rights.