

Underwritten by: ZURICH
Policy underwritten by Zurich Insurance plc.



BABTAC Member's Scheme
Professional Liability and Malpractice Insurance Policy

Devised and arranged especially by Balens Specialist Insurance Brokers to Health Professionals & Organisations

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A warm welcome to BABTAC, Balens and Zurich

A warm welcome to BABTAC

BABTAC takes pride in sourcing and delivering the best possible insurance policy for its Members.

BABTAC is the longest established, influential and widely recognised face of beauty therapy, holistic therapies and hairdressing.

As a genuine non profit association, masterminded by health and beauty professionals, BABTAC acts as an umbrella organisation for thousands of individual members and salons to influence and affect public perception and create membership packages and benefits for each and every one.

BABTAC has designed a Good Practice Guide to compliment this insurance schedule and help you understand the most pertinent details.

A warm welcome to Balens

Balens have a long history of specialising in the delivery of quality support and advice to health, well-being and health-related professionals and their organisations. We are an ethical firm mainly devoted to the design and delivery of a wide range of industry leading insurance and financial services solutions.

Balens are very proud to be working with Zurich and are pleased to offer you the latest version of our fruitful and unique collaboration with them. This policy takes our industry-leading wording even further in terms of clarity and scope, giving you even more protection than before – if there is anything you don't understand, please ask our staff.

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!

A warm welcome to Zurich

Thank you for taking out your insurance policy with us and welcome to Zurich Insurance plc.

Zurich Insurance plc is a member of the insurance-based financial services provider Zurich Financial Services Group (Zurich).

Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich we have your future in mind and look forward to working closely with you.

www.zurich.co.uk

Balens Health Professionals Scheme Policy

This policy and any schedule and endorsement should be read as if they were one document.

This policy is a contract between the **insured** and the **insurer**. The **insured** has made to the **insurer** a proposal which is the basis of and forms part of the contract.

The **insurer** will insure the **insured** under those sections stated in the schedule during any period of insurance for which the **insurer** has accepted the **insured's** premium, provided all the terms and conditions of the policy are kept. The **insurer's** liability will in no case exceed the amount of any limit of indemnity stated in this policy, the schedule or any endorsement to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

Law applicable to this contract

UK law allows both you and us to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Northern Ireland, Scotland, the Isle of Man or the Channel Islands, depending on your address stated in the schedule. If there is any dispute as to which law applies it will be English law.

The parties agree to submit to the exclusive jurisdiction of the English Courts. For and on behalf of Zurich Insurance plc.



Stephen Lewis

Chief Executive Officer of Zurich Insurance plc, UK Branch.

This is a legal document and should be kept in a safe place.

Please read this policy, the insurance agreement and schedule carefully and if they do not meet your needs return them to us or Balens.

How we will use your data

We hold your personal data in accordance with the Data Protection Act 1998. The information supplied to us by you may be held on computer and passed to other insurers for underwriting and claims purposes. You should show this to anyone whose personal data may be processed to administer this policy.

Policy Administration

In order to administer your insurance policy and any claims made under this policy we may share personal data provided to us with other companies within the Zurich Financial Services Group and with business partners, including overseas companies. If we do transfer your personal data, including where we propose a change of underwriter, we make sure that it is appropriately protected.

Claims History

Under the conditions of this policy you must tell us about any incident or circumstance that might give rise to a claim that would be covered under this policy, whether or not it is your intention to claim. When you tell us about an incident or circumstance, we will pass information relating to it to the relevant database. We may search these databases when you apply for insurance in the event of any incident or claim, or at time of renewal, to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

Fraud Prevention and Detection

In order to prevent and detect fraud we may at any time:

- share information about you with other organisations including the police
- undertake credit searches
- check and share your details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details, will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- checking details on applications for credit and credit related or other facilities
- managing credit and credit related accounts or facilities
- recovering debt and tracing beneficiaries
- checking details on proposals and claims for all types of insurance
- checking details of job applicants and employees.

Please contact us if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Definitions

Certain words in this policy have special meanings. These meanings are given below and apply wherever the words appear in bold.

Business

The **business** shall include in addition to those activities specified in the schedule:

- operations of a health or well-being professional practice, healthcare services, personal development services including but not limited to: treatment, advice, information, medico-legal work, witness, coaching, consultancy, cosmetic procedures and maintenance, teaching, demonstrations, workshops, lectures, supervision, consultancy and carers
- maintenance of property and premises
- first aid, fire and ambulance services
- private work carried out within the **territorial limits** by an **employee** of the **insured** for any director or senior executive of the **insured**
- participation in exhibitions, lectures, workshops and demonstrations within the **territorial limits**
- the provision and management of canteen, social, sports and welfare organisations for the benefit of **employees** of the **insured**.

Costs and Expenses

- Claimants' costs and expenses, which the **insured** become legally liable to pay
- costs incurred with the insurer's written consent in defending any claim for damages
- costs incurred with the insurer's written consent for:
 - representation at any coroner's inquest or fatal injury inquiry
 - defending in any court of summary jurisdiction any proceeding to respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this policy.

Data Processing System

Any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

Employee

- any person under a contract of service or apprenticeship with the **insured**
- any person who is hired to or borrowed by the **insured**
- any person engaged in connection with a work experience or training scheme or students engaged in case study work
- any labour master or person supplied by him/her
- any person engaged by labour only subcontractors
- any self-employed person working on a labour only basis under the control or supervision of the **insured**
- any voluntary helper

while working for the **insured** in connection with the **business**.

Injury

Bodily injury, illness, mental injury, mental anguish, nervous shock or disease (including death).

Insurer

Zurich Insurance plc. Also referred to as we, us or our.

Insured

The insured stated in the schedule included but not limited to health, or well-being professional, teacher, student, clinic school, agent or other health related business, carrying on the business described herein. Also referred to as you or your.

Offshore

Any offshore installation or support or accommodation vessel for any offshore installation or in transit, to from or between any offshore installation or support or accommodation vessel for any offshore installation.

Premises

Any place where a Health Professional or a Health Related Business undertakes activities in the course of the **business**.

Products

Any commodities or goods or any thing (including audio, video or written materials, packaging, containers and labels) sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by or on behalf of the **insured** or any structure constructed, erected or installed or contract work executed by or on behalf of the **insured** in the course of the **business** of the **insured**.

Property

Material property.

Territorial Limits

Section I and Section II

- anywhere within the limits of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- i) anywhere in the world in respect of non-manual work; and
ii) anywhere in the world other than the United States of America or Canada and any territory under their jurisdiction in respect of manual work

carried out during temporary visits by any **employee** normally resident in and travelling from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Section III

Anywhere in the world in respect of products supplied in or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Insuring clauses

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:

Section I Professional Liability

All claims arising out of the conduct of the **business** within the **territorial limits** and during the period of insurance for:

- any breach of professional duty due to a negligent act, error or omission committed or alleged to have been committed by the **insured** or on the **insured's** behalf
- any act of libel or slander committed or uttered in good faith by the **insured**
- unintentional infringement of any intellectual property right, design right, registered design, trademark or patent committed by the **insured**
- unintentional breach of confidentiality or unintentional misuse of any information which could be deemed confidential in nature or has restrictions regarding its use by the **insured**.

Irrespective of:

- i) the number of patients or entities entitled to indemnity
- ii) the number of claimants

The limit of indemnity granted by this section and all extensions in respect of all claims shall not exceed the limit of indemnity specified in the schedule.

In addition to the limit of indemnity the **insurer** will pay **costs** and **expenses**.

Exclusions applicable to Section I

The indemnity granted under Section I shall not apply to or include:

1. Clinical Trials

Liability arising out of any clinical trials requiring authorisation under the Medicines for Human Use (Clinical Trials) Regulations 2004, or clinical investigation requiring approval under the Medical Devices Regulations 2002.

2. Criminal or Malicious Acts

Liability arising out of any criminal, fraudulent act or omission or malicious act.

3. Directors' and Officers' Liability

Liability incurred by any person in his capacity as a Director or Officer of any company or other entity or as a Trustee of any Trust.

4. Employment

- a) liability arising out of death, bodily injury, mental injury, sickness, disease, mental anguish or shock of any **employee**
- b) liability arising out of any obligation owed by the **insured** as an employer or potential employer to any business partner, director, member, **employee** or applicant for employment.

5. Employers and Employment Liability

Liability arising for breach of any duty owed by the **insured** as an employer to a person Employed or former person Employed or applicant for employment, provided that this exclusion shall not exclude any claim by a person Employed who has been treated by the **insured** as a patient or client, when such claim is brought in that capacity and when such treatment is for matter unrelated to the person's employment. For the purpose of clarification, the **insured** may waive payment of their normal charge or any of their charges.

6. Insolvency

Liability arising out of the **insured's** insolvency or bankruptcy. This exclusion will not apply to any claim or circumstance that would be covered under this policy but for the **insured's** insolvency or bankruptcy.

7. Maintaining Insurance

Liability arising out of the failure to arrange or maintain insurance.

8. Prior Circumstances and Claims

Liability arising from any circumstance, fact, matter of occurrence that:

- a) the **insured** knew or that in the **insurer's** reasonable opinion the **insured** ought to have known prior to inception of this policy, which might give rise to a claim against the **insured**
- b) was notified by the **insured** under any other insurance policy prior to inception of this policy
- c) was disclosed or in the **insurer's** reasonable opinion ought to have been disclosed on the **insured's** latest proposal to the **insurer**.

9. Trading Losses

Liability for any claims for any trading losses or trading liabilities.

10. Warranties and Guarantees

Liability for any claim which arises under any express indemnity, warranty (except warranty of authority) or guarantee or similar provision save in so far as such liability would have arisen to the same extent in the absence of such express indemnity, warranty, guarantee or similar provision.

Section II Public Liability

- a) accidental death or accidental personal **injury** to any person other than an **employee**, where such death or personal **injury** arises out of and in the course of the employment
- b) accidental loss of or accidental damage to **property**
- c) accidental nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water
- d) wrongful arrest, detention, malicious prosecution

- e) libel or slander, arising from business activities of the **insured** as defined in the policy
- f) breach of confidentiality or misuse of any information which could be deemed confidential in nature or has restriction concerning its' use

within the **territorial limits** during the period of insurance and happening in connection with the business of the **insured**.

The liability of the **insurer** for all compensation payable by the **insured** to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause, shall not exceed the limit of indemnity.

In addition to the limit of indemnity the **insurer** will pay **costs** and **expenses**.

Exclusions applicable to Section II

The indemnity granted under Section II shall not apply to or include:

1. Property Held in Trust

- a) liability 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
- b) loss or damage arising under agreement unless liability would have attached to the **insured** in the absence of such agreement
- c) 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
- d) for the costs of 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.

2. Training

Liability 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 and stated as such in the policy schedule. This exclusion does not apply in respect of Healing or Reiki. Other modalities may be covered subject to the schedule being endorsed.

Section III – Products Liability

- a) accidental **injury** to any person other than an **employee** where such **injury** arises out of and in the course of the employment
- b) accidental loss of or accidental damage to **property** occurring during the currency of this policy within the **territorial limits** caused by products.

The liability of the **insurer** for all compensation payable by the **insured** in respect of all such **injury** and such loss of or such damage to such **property** occurring during any one period of insurance shall not exceed the limit of indemnity.

In addition to the limit of indemnity the **insurer** will pay **costs** and **expenses**.

Exclusions applicable to Section III

The indemnity granted by Section III shall not apply to or include:

1. Exports to USA or Canada

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.

2. Products to Non Patients

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, unless otherwise stated in the schedule.

3. Prohibited Substances

Any claim or investigation arising from the unlawful sale, supply, use or application of any prohibited substance.

4. Replacing or Rectifying Products

Replacing, reinstating, rectifying, recalling or guaranteeing the performance of any **products**.

5. Excluded products

Any claim or investigation arising from:

- i) Retin-A or a concentration of Glycolic and other Alpha-Hydroxy acids in excess of 50% by volume unbuffered/esterified
- ii) Henna products containing Paraphenylene Diamine (PPD)
- iii) Concentrations of TCA (trichloroacetic acid 7% combined with salicylic acid 2%) in excess of these respective percentages.

6. Training

Liability 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 and stated as such in the policy schedule. This exclusion does not apply in respect of Healing or Reiki.

General Exclusions

The indemnity granted under this policy shall not apply to or include:

1. Hepatitis

Any claim or liability arising from the infection and/or transfer of Hepatitis or any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type II (HTLC III) or Lymphadenopathy Associated Virus (LAV) or the mutants, derivatives or variations thereof, or in any way related to Human Immunodeficiency Virus or Acquired Immune Deficiency Syndrome or Creutzfeldt-Jacob Disease (CJD) or any syndrome or condition of a similar kind, however it may be named.

2. Liquidated or Punitive Damages or Fines

Any amount in respect of:

- a) liquidated damages, penalties or fines which attach solely because of a contract or agreement
- b) punitive or exemplary damages

3. Loss of Data

- a) loss, destruction or damage
- b) consequential loss, additional expenditure or extra expenses
- c) legal liability
- d) other fees, costs, disbursements, awards or other expenses of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from;
 - i) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
 - ii) any **data processing system** responding to or dealing in any way with:
 - 1) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - 2) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such **data processing system** is the property of the **insured** or not and whether operating before during or after the Year 2000.

4. Nuclear

Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

5. Overseas Companies

Any associated or subsidiary company of the **insured** or branch office or representative of the **insured** with Power of Attorney domiciled elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

6. Sexual Harassment

Any claim or investigation arising from conviction of actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation, whether under the guise of treatment or not, or in the course of treatment or not. This exclusion does not apply to defence costs or reasonable legal expenses for the

successful defence of any such claim or investigation. If the **insurer** provisionally advances defence costs under this policy and the **insurer** is not liable to indemnify the **insured** under this policy, then the **insured** will repay all costs incurred by the **insurer**.

7. War

Any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

8. Age

Any claim or investigation arising from the therapeutic treatment or advice given to persons under 16 years of age unless the parent or guardian has provided consent, or unless such treatment or advice is given under the Fraser Guidelines.

9. Students' Work

In respect of any Treatment or Advice given by any person who is not qualified in the Procedure being undertaken except:

- under the direct supervision of a qualified person or
- with the specific agreement of the **insurer** or
- for students' case study work, or for other work prior to qualification being obtained, if deemed ready or competent to do so by their school or tutor

providing that:

- students do not practice outside the scope of what they have been taught and that regular supervision and/or ongoing case consultation and review for such case studies is in place
- students are to declare to any recipient in advance that they are not qualified
- students may charge a fee if appropriate, provided this is allowed by the tutor or school in question and that it is a modest amount and evidently lower than an experienced and qualified professional would normally charge.

Extensions

The insurance under this policy is subject to the following extensions provided always that:

- these extensions are subject to the terms, limitations and conditions of the policy in so far as they can apply
- the total liability of the **insurer** to pay compensation shall not exceed the limit of indemnity.

1. Patient Confidentiality

This policy extends to indemnify the **insured** in respect of legal costs incurred where the **insured** has refused to release on ethical or therapeutic grounds, confidential patient information, where required to do so in the form of a report or witness attendance by a court, disciplinary hearing or tribunal case.

Provided always that:

- the liability of the **insurer** shall not exceed £10,000 any one occurrence during the period of insurance
- this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

2. Good Samaritan Acts & First Aid

This policy extends to indemnify the **insured** and any director, partner or **employee** of the **insured** in respect of any first aid or emergency medical assistance rendered, where they are present during an emergency situation.

3. Loss of Reputation

The **insurer** will indemnify the **insured** for costs incurred with the **insurer's** consent in respect of the appointment of public relations professionals as a result of a complaint, lawsuit or other action by a third party.

Provided always that:

- the liability of the **insurer** shall not exceed £25,000 any one occurrence during the period of insurance
- this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

4. Retrospective Extension

The indemnity provided by;

- Section I - Professional Liability
- Section II - Public Liability

c) Section III - Products Liability

extends subject otherwise to the terms, exclusions, general exclusions, limitations and conditions of this policy to indemnify the **insured** in respect of all sums which they shall become legally liable to pay as compensation, as defined in the Insuring Clause of Section I and Section II and Section III that

- happened prior to the commencement of the Period of Insurance and is first notified in writing to the **insured** during the Period of Insurance or any time thereafter or
- an indemnity is not provided by a previous insurance policy.

4a. Retrospective Extension replacing 4 above in respect of new joiners to the scheme post 01.03.2011

The indemnity provided by;

- Section I - Professional Liability
- Section II - Public Liability
- Section III - Products Liability

extends subject otherwise to the terms, exclusions, general exclusions, limitations and conditions of this policy to indemnify the **insured** in respect of all sums which they shall become legally liable to pay as compensation, as defined in the Insuring Clause of Section I and Section II and Section III, that

- happened prior to commencement of the Period of Insurance and is first notified in writing to the **insured** during the Period of Insurance and
- an indemnity is not provided by a previous insurance policy solely by reason of the event likely to give rise to a claim being intimated to them outside the period specified for the notification of claims.

It is condition precedent to any liability of the **insurer** to make any payment under this extension that in the event of a claim notification, details of previous policy cover must be provided.

5. Teaching

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 and is not running a training establishment for the delivery of such, unless otherwise stated in the policy schedule.

The delivery of qualifications and certificates of competence for Healing or Reiki are however automatically included.

6. Upgrade Clause

Any increase in the limits of indemnity during the period of insurance as endorsed on the schedule, following consideration of premium will thereafter apply retrospectively for Section 1- Professional Liability, Section II- Public Liability and Section III- Products Liability of this policy.

This extension will not apply to any claim or incident that was likely to give rise to a claim that was known to the **insured** before the increase in limit of indemnity was stated on the schedule.

7. Pre Disciplinary Hearing and Complaints Costs

This policy is extended to pay costs and expenses with the **insurer's** written consent 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.

Provided always that:

- the liability of the **insurer** shall not exceed £1,000 any one occurrence during the period of insurance
- this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

8. Loss of Documents

This policy is extended to indemnify the **insured** in respect of expense incurred by the **insured** with the **insurer's** written consent 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.

Provided always that:

- the liability of the **insurer** shall not exceed £50,000 any one occurrence during the period of insurance

b) this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

9. Car Park Liability

The **insurer** will indemnify the **insured** in respect of vehicles which are the responsibility of persons other than the **insured** that are held in trust by or in the custody or control of the **insured**, the **insurer** will, subject to the terms exclusions, conditions and endorsements of this policy indemnify the **insured** against legal liability in respect of loss of or damage to such vehicles.

Provided always that:

a) such vehicles are not:

- being stored by the **insured** for a fee or other consideration
- held in trust by or in the custody or control of the **insured** for the purposes of work being carried out on them

b) the liability of the **insurer** shall not exceed £20,000 any one occurrence during the period of insurance

c) this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

10. Consumer Protection Act 1987

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:

- the criminal proceedings relate to an offence committed in the course of the business
- this extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- the **insurer** shall not be liable under this extension:
 - where the **insured**, director or **employee** is **insured** by any other policy of insurance
 - where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of the **insured**, director or **employee**
 - 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**
 - in respect of fines or penalties
 - for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined
 - unless the **insurer** has the sole conduct and control of all claims
 - the **insured**, director or **employee** shall give to the **insurer** immediate notice of any summons or other process served upon the **insured**, director or **employee** and of any event that may give rise to proceedings against the **insured**, director or **employee**.

11. Corporate Manslaughter and Corporate Homicide Act 2007

This policy extends to indemnify the **insured** in respect of legal costs and expenses incurred with the **insurer's** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings), brought in respect of a charge and/or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007, or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to have been committed during the period of insurance in the course of the **business**.

Provided always that:

- the **insurer's** liability under this extension shall not exceed £5,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- this extension shall only apply to proceedings brought

in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the **insured**
- d) the **insured** shall give to the **insurer** immediate notice of any summons or other process served upon the **insured**, which may give rise to proceedings under this extension
- e) in relation to any appeal, counsel has advised there are strong prospects of such appeal succeeding
- f) the **insurer** shall be under no liability:
 - i) where the **insured** has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) in respect of fines or penalties of any kind
 - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction, arising from such proceedings in respect of a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
 - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance, or where but for the existence of this extension, indemnity would have been provided by such other source or insurance
- g) where the **insurer** has already indemnified the **insured** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence, which gave rise to the charge of and/or investigation connected with corporate manslaughter or corporate homicide under another section of the policy, the amount paid under that section will be taken into account in arriving at the **insurer's** liability payable under this extension.

12. Court Attendance Costs

In the event of any of the under mentioned persons attending court as a witness at the request of the **insurer** in connection with a claim in respect of which the **insured** is entitled to indemnity under this policy, the **insurer** will provide compensation to the **insured** at the following rates per day for each day on which attendance is required:

- a) any director or partner of the **insured** £500
- b) any **employee** £250.

13. Cross Liability

Where this policy is issued in the joint names of more than one party it will indemnify each party in the same manner as if a separate policy had been issued to each of them.

14. Defective Premises Act 1972

The **insurer** will indemnify the **insured** against liability at law incurred by the **insured** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by the **insured**.

Provided always that the **insurer** shall not be liable under this extension:

- a) for the cost of remedying any defect or alleged defect in the said premises
- b) in respect of liability more specifically **insured** under any other insurance.

15. Health and Safety at Work Act 1974

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 and 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:

- i) the payment of fines and penalties of any kind
- ii) the cost of appeal against improvements or prohibition notices.

16. Indemnity to Other Persons including Personal Representatives

In the event of any claim in respect of which the **insured** named would be entitled to receive indemnity under this policy being brought or made against:

- a) any director, business partner, agent or member
- b) any **employee** or volunteer
- c) any public or local authority or other principal for whom the **insured** are or have been carrying out work but only to the extent required by the contract for the work
- d) any **employee** acting as a member of the **insured's** first aid or medical arrangements but excluding conventional medical practitioners in respect of liability for damages and legal costs resulting from treatment given
- e) any officer or member of the **insured's** catering, social, sports or welfare organisations
- f) any personal representative of the **insured** in the event of the **insured's** death

the **insurer** will indemnify such person if the **insured** so request against such claim and/or any costs, charges and expenses in respect thereof.

Provided always that:

- i) such person is not entitled to indemnity under any other insurance; and
- ii) such person will, as though they were the **insured** observe, fulfil and be subject to the terms and conditions of this policy; and
- iii) the **insurer** shall not be liable under this extension, unless the **insured** have the sole conduct and control of all claims.

17. Pollution

This policy excludes all liability in respect 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:

- a) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all loss or damage or injury directly or indirectly caused by such Pollution or Contamination.

Conditions

1. Arbitration

If any difference shall arise as to the amount to be paid (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. 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**.

2. Cancellation

The **insurer** may cancel this policy by sending 30 days notice by recorded delivery to the **insured** at their last known address and in such event the **insured** shall become entitled to a return of a proportionate part of the premium corresponding to the unexpired portion of the period of insurance.

3. Claims Procedure

The **insured** shall not except at their own cost, take any steps to compromise or settle any claim or admit liability without specific instructions in writing from the **insurer**, nor give any information or assistance to any person claiming against them, but the **insurer's** shall for so long as they shall so desire, that the absolute conduct and control of all proceedings (including arbitration's) in respect of any claims for which the **insurer** may be liable under this policy and may use the name of the **insured**

to enforce for the benefit of the **insurer** any order made for costs or otherwise or to make or defend any claim for indemnity or damages against any third party or for any other purpose connected with this policy.

4. Contractual Right of Renewal (Tacit)

If the **insured** pays the premium to the **insurer** using the **insurer's** Direct Debit instalment scheme, the **insurer** will have the right (which the **insurer** may choose not to exercise) to renew the policy each year and continue to collect premiums using this method. The **insurer** may vary the terms of the policy (including the premium) at renewal. If the **insured** decides that he does not want the **insurer** to renew the policy, provided the **insured** tells the **insurer** (or Balens Ltd) before the next renewal date, the **insurer** will not renew it.

5. Discharge of Liability

The **insurer** may at any time pay to the **insured** in connection with any claim or series of claims the amount of the limit of indemnity (after deduction of sums already paid as compensation in respect of such claim or claims or other relevant claims) or any lesser amount for which such claim or claims can be settled and upon such payment being made, the **insurer** relinquish the conduct and control of and be under no further liability in connection with such claim or claims other than the payment of costs and expenses incurred prior to the time of such payment.

6. Instruments

The **insured** shall ensure that;

hypodermic needles shall be used once only; or

a) 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

b) 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:

- i) Formaldehyde
- ii) 2% Glutaraldehyde
- iii) 70% Alcohol
- iv) Chlorine releasing agents
- v) 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.

c) 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.

7. 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.

8. Observance of Policy Terms

The due observance of the terms, provisions, conditions and endorsements of this policy by the **insured** in so far as they relate to anything to be done are complied with by the **insured** and the truth of the statements and answers and information supplied on or in connection with the said proposal shall be a condition precedent to any liability of the **insurer** to make any payment under this policy.

9. Other Insurances

If at any time any claim arises under this policy there

be any other insurance covering the same liability the insurer shall not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith.

10. Payment by Instalments

Reference to the payment of premium includes payment by monthly instalments. If the insured pays by this method the policy remains an annual contract and the date of the payment and the amount of the instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 (if applicable) the credit agreement and the Policy will be cancelled immediately.

11. 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 where appropriate
- 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 at least 7 years after they reach the age of majority (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 condition being treated should be recorded
- 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 any other relevant observations should be recorded.

12. Reversion of Cover

In the event that Balens Limited cease at the request of the insured to be its nominated brokers then the insurer shall have a right to cancel this policy by giving 14 days notice in writing by special delivery mail to the insured's last known address and to offer the insured a standard Zurich Insurance PLC Public and Products Liability policy wording as replacement cover, a specimen of which is available upon request.

13. Treatment by Beauty Therapists, Cosmetologists and Hairdressers

The following conditions will only apply in respect of beauty therapists, cosmetologists and hairdressers.

The insured shall:

- a) When working at a third party premises place a protective and impermeable sheet over the floor and furniture whilst working, when using a procedure which could cause staining or other damage to such items
- b) 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
- c) For hair, eyebrow, eyelash, eyelash extensions, tinting or perming, the insured shall take a skin test at least 24 hours before applying an eyelash or eyebrow tint to any persons 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
- d) Always carry out a tint test;
 - i) before the provision of the first treatment
 - ii) after a change in their medical history
 - iii) when the insured has changed any preparations used in tinting treatments or changed the manufacturer of their tinting preparations
 - iv) at a 12 month interval since the last treatment.

Cover shall not apply to any incident which may arise from treatment given following an allergic reaction to a skin test.

- e) Follow the recommended guidelines in the BABTAC Good Practice Guide for the treatments described hereunder;
 - i) Telangiectasia/Dilated Capillaries
 - ii) Spider Neavus, Campbell de Morgan Spots

iii) Haemangioma

iv) Skin Tags

f) Obtain medical referral before providing treatment for;

i) Hair from Moles (not the removal of moles)

ii) Age Spots or Pigmentation

iii) Syringoma.

g) Hold a Level 2 or above beauty therapist qualification or be a qualified doctor to use a Laser or other Light Therapy machine for the following treatments:

i) Hair removal

ii) Skin Rejuvenation, Red Veins, Pigmentation or Acne

iii) Cellulite or Lipo treatment.

h) Use specifically designed equipment and jewellery for ear piercing and all jewellery. The piercing instrument and jewellery inserted into the ear lobe must be sterile and comply with the Dangerous Substances and Preparation, (Nickel) (Safety) Regulations 2000.

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

i) Check and record that any persons are not allergic to acrylics or plastics before applying false nails or nail extensions.

j) Ensure that case studies undertaken by students are approved, supervised, reviewed and directed by the college or tutor concerned.

k) In respect of **Enlighten**, 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) Who are under the age of 16.

l) Salon Member

The insurer notes that where the owner of a salon has purchased BABTAC Salon Cover under 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 Balens.

m) Indemnity to principals & 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 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.

Our 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 consumer
- a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed £2 million
- a charity with an annual income of less than £1 million
- a trustee of a trust with a net asset value of less than £1 million.

If you are unsure whether the FOS will consider 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.

Zurich Insurance plc

A public limited company incorporated in Ireland.
Registration No. 13460. Registered Office: Zurich House,
Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales
Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000
Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Authorised by the Irish Financial Regulator and subject
to limited regulation by the Financial Services Authority.
Details about the extent of our regulation by the
Financial Services Authority are available from us on
request. FSA registration number 203093. These details
can be checked on the FSA's register by visiting their
website www.fsa.gov.uk/register or by contacting them
on 0845 606 1234.

Communications may be monitored or recorded
to improve our service and for security and
regulatory purposes.

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The British Association of Beauty Therapy and Cosmetology Limited, Ambrose House, Meteor Court, Barnett Way, Gloucester GL4 3GG.
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