



# BALENS

*Specialist Insurance Brokers*

## Balens Health Professionals Scheme

Professional Liability and Malpractice Insurance Policy

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

Policy underwritten by Zurich Insurance Company Ltd

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# A warm welcome to Balens

Balens have long history of specialising in the delivery of quality support and advice to Health and Health-Related Professionals and their Organisations. We are an ethical firm mainly devoted to the design and delivery of industry leading insurance and financial services solutions not only to individual practitioners, but also to Associations, Organisations, Businesses, Charities, and Corporate Entities. We believe in a friendly, listening and flexible approach in looking after your business and look forward to being of service to you in the years ahead.

As specialist consultants, we at 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.

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!

# Data protection statement

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via [www.zurich.co.uk/dataprotection](http://www.zurich.co.uk/dataprotection)

## **How you can contact us**

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via [gbz.general.data.protection@uk.zurich.com](mailto:gbz.general.data.protection@uk.zurich.com) or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

# Important notes

## **Fraud prevention and detection**

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

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

## **Claims history**

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us 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.

This helps to check information provided and prevent fraudulent claims.

# Your Balens Health Professionals Scheme policy

This policy is a contract between the **insured** (also referred to as **you, your, yours** or **yourselves**) and the **insurer** (also referred to as **we, us, our** or **ours**).

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

We will insure **you** under those sections stated in the schedule during any period of insurance for which **we** have accepted **your** premium. **Our** liability will in no case exceed the 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 amendments thereto or re-enactment thereof.

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

## Law applicable to this contract

In the UK the 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, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon **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.

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

Please read this policy and any schedule and endorsement carefully and if they do not meet **your** needs return them to **us** or Balens.

# 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:

- a) operations of a health or well-being professional practice or organisation, or agency, healthcare services, personal development services, fitness, beauty and the operation of retreats incorporating but not limited to: treatment, therapies, advice, information, medico-legal work, witness, coaching, consultancy, cosmetic procedures and maintenance, teaching, demonstrations, workshops, lectures, supervision, consultancy and carers as per the business description noted and agreed by Balens.
- b) maintenance of property and premises
- c) first aid, fire and ambulance services
- d) private work carried out within the territorial limits by an employee of the **insured** for any director or senior executive of the **insured**
- e) participation in exhibitions, lectures workshops and demonstrations within the **territorial limits**
- f) the provision and management of canteen, social, sports and welfare organisations for the benefit of **employees** of the **insured**.

## Costs and Expenses

- a) Claimants' costs and expenses which the insured become legally liable to pay
- b) costs incurred with the **Insurer's** written consent in defending any claim for damages
- c) costs incurred with the **Insurer's** written consent for:
  - i) representation at any coroner's inquest or fatal injury inquiry
  - ii) 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

- a) any person under a contract of service or apprenticeship with the **insured**
- b) any person who is hired to or borrowed by the **insured**
- c) any person engaged in connection with a work experience or training scheme or students engaged in case study or pre-qualification work
- d) any labour master or person supplied by him/her
- e) any person engaged by labour only subcontractors
- f) any self-employed person working on a labour only basis under the control or supervision of the **insured**
- g) 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 Company Ltd. Also referred to as we, us or our.

## Insured

The **insured** stated in the schedule including but not limited to: health or well-being professional, teacher, student, clinic, school, agent, other health, fitness, beauty or well-being related business as described herein.

## **Nuclear installation**

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

## **Nuclear reactor**

Any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

## **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

- a) Anywhere within the limits of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- b)
  - i) anywhere in the world in respect of work which is not **treatment 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 **treatment work**

carried out during temporary visits by the **insured** and/or 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.

## Treatment work

Provision of treatments, therapies or cosmetic procedures in connection with the **business**.

# 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:

- a) 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
- b) any act of libel or slander committed or uttered in good faith by the **insured**
- c) unintentional infringement of any intellectual property right, design right, registered design, trademark or patent committed by the **insured**
- d) 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.

## 11. 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.

## 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 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.

### **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 or Clients

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 the 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 maybe 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

death, injury, disablement or loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.

#### 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 following the successful defence of any such claim or investigation.

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 however this exclusion shall not apply in respect of treatment given if the person has been assessed as having Gillick competency to consent to the treatment they received.

9. **Students' Work**

In respect of any Treatment or Advice given by any person who is not qualified in the Procedure 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 ready or competent to do so by their school or tutor

providing that:

- i) students do not practice outside the scope of what they have been taught, and that regular supervision and/or on-going case consultation and review for such case studies is in place
- ii) students are to declare to any recipient in advance that they are not qualified.
- iii) 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.

## **10. Tour Operators Liability**

Any claim or liability arising from or in connection with

- a) the sale or provision of travel or accommodation, holidays, package tours, excursions, retreats or business trips

or

- b) from The Package Travel, Package Holidays and Package Tours Regulations Act 1992 or any similar legislation or Statutory Instrument for the time being in force within the European Union.

## **11. Exposure to Ultraviolet Radiation**

Any claim or liability arising out of or in connection with the exposure to Ultraviolet Radiation.

For the purposes of this exclusion Ultraviolet Radiation shall mean the ultraviolet region (wavelength 10 nanometres to 400 nanometres) on the electromagnetic spectrum.

# Extensions

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

1. these extensions are subject to the terms, limitations and conditions of the policy in so far as they can apply
2. 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:

- a) the liability of the **insurer** shall not exceed £20,000, 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.

## 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 **insurers** 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

- a) the liability of the **insurer** shall not exceed £35,000 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.

#### 4. Retrospective Extension

The indemnity provided by;

- a) Section I – Professional Liability
- b) 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:

- i) happened prior to the commencement of the Period of Insurance and is first notified in writing to the **insured** during the Period of Insurance and any time thereafter or:
- ii) 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 1.4.2011

The indemnity provided by;

- a) Section I – Professional Liability
- b) 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:

- i) happened prior to commencement of the Period of Insurance and is first notified in writing to the **insured** during the Period of Insurance and
- ii) 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:

- a) the liability of the **insurer** shall not exceed £1,500 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.

## 8. Loss of Documents

This policy is extended to indemnify the **insured** in respect of any 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:

- a) 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:
  - i) being stored by the **insured** for a fee or other consideration
  - ii) 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 there under 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**
- 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
  - vii) 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:

- a) 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
- b) 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**.

#### 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. Heath and Safety at Work etc. 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 etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations made there under 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 contractor, principal, public or local authority 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 the **insurer** admits liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by the **insured** and the **insurer** in accordance with the law at the time. The **insured** may not take any legal action against the **insurer** over the dispute before the arbitrator has reached a decision.

## 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. Change in Circumstances

The **insured** must notify the **insurer** as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by the **insured** to the **insurer** or stated as material facts by the **insurer** to the **insured** which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change the **insurer** will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to the **insurer** then the **insurer** is under no obligation to agree to make them and may no longer be able to provide the **insured** with cover.

If the **insured** does not notify the **insurer** of any such change the **insurer** may exercise one or more of the options described in clauses c) i), ii) and iii) of condition 7 – Fair Presentation of the Risk but only with effect from the date of the change in circumstances or material facts.

## 4. 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.

## 5. 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.

## 6. 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.

## 7. Fair Presentation of the Risk

- a) At inception and renewal of this policy and also whenever changes are made to it at the **insured's** request the **insured** must:
  - i) disclose to the **insurer** all material facts in a clear and accessible manner; and
  - ii) not misrepresent any material facts.
- b) If the **insured** does not comply with clause a) of this condition the insurer may:
  - i) avoid this policy which means that the **insurer** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by the **insured** is proven by the **insurer** to be deliberate or reckless in which case the **insurer** will not return the premium paid by the **insured**; and
  - ii) recover from the **insured** any amount the **insurer** has already paid for any claims including costs or expenses the **insurer** has incurred.
- c) If the **insured** does not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what the **insurer** would have done if the **insurer** had known about the facts which the **insured** failed to disclose or misrepresented:

- i) if the **insurer** would not have provided the **insured** with any cover the **insurer** will have the option to:
  - 1) avoid the policy which means that the **insurer** will treat it as if it had never existed and repay the premium paid; and
  - 2) recover from the **insured** any amount the **insurer** has already paid for any claims including costs or expenses the **insurer** has incurred
- ii) if the **insurer** would have applied different terms to the cover the **insurer** will have the option to treat this policy as if those different terms apply. The **insurer** may recover any payments made by the **insurer** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
- iii) if the **insurer** would have charged the **insured** a higher premium for providing the cover the **insurer** will charge the **insured** the additional premium which the **insured** must pay in full.
- d) Where this policy provides cover for any person other than the **insured** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession the **insurer** will not invoke the remedies which might otherwise have been available to the **insurer** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than the **insured**.

Provided always that if the person concerned or the **insured** acting on their behalf makes a careless misrepresentation of fact the **insurer** may invoke the remedies available to the **insurer** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

## 8. Fraudulent Claims

If the **insured** or anyone acting on the **insured's** behalf:

- a) makes a fraudulent or exaggerated claim under this policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or

- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this policy for loss or damage which the **insured** or anyone acting on the **insured's** behalf or in connivance with the **insured** deliberately caused; or
- e) realises after submitting what the **insured** reasonably believed was a genuine claim under this policy and then fails to tell the **insurer** that the **insured** has not suffered any loss or damage; or
- f) suppresses information which the **insured** knows would otherwise enable the **insurer** to refuse to pay a claim under this policy

the **insurer** will be entitled to refuse to pay the whole of the claim and recover any sums that the **insurer** has already paid in respect of the claim.

The **insurer** may also notify the **insured** that the **insurer** will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If the **insurer** terminates this policy under this condition the **insured** will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an **insured** person and not on behalf of the **insured** this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

## 9. 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.

## 10. 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, Bridge House, Portland Road, Malvern, WR14 2TA. Direct Dial – 01684 580793. Main office: 01684 893006. Fax: 01684 891361. Claims out of hours: 07918941497 and shall at his/her own expense as promptly as possible deliver to Balens a claim with such detailed particulars and proofs (including copies of his or her own qualification certificates) as may reasonably be required.

### 11. 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** shall be a condition precedent to any liability of the **insurer** to make any payment under this policy.

### 12. 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.

### 13. 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.

### 14. 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 etc. 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.
- f) The record should include evidence of patch testing where applicable.

## 15. 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 Company Ltd Public and Products Liability policy wording as replacement cover a specimen of which is available upon request.

## 16. Treatment by Beauty Therapists, Cosmetologists and Hairdressers

The following condition 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, eyelash and eyebrow, tinting or perming, the insured shall take a skin test at least 24 hours before applying a hair, eyelash or eyebrow tint or perming to any person for the first time in accordance with maker's instructions and the guidelines taught by the qualifying college or as subsequently recommended as current best professional practice. Evidence that the test has been done must be retained in the client record.
- 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 professional association or original training college guidelines for the treatments described hereunder;
  - i) Telangiectasia/Dilated Capillaries
  - ii) Spider Neavus
- f) Obtain medical referral before providing treatment for;
  - i) Hair removal from Moles or treating moles in any way
- g) Unless otherwise agreed to hold a Level 2 or above beauty therapist qualification or be a qualified doctor or nurse to use a Laser or other Light Therapy machine for the following treatments:
  - i) Hair removal
  - ii) Skin Rejuvenation, Red Veins or Acne
  - iii) Cellulite or Lipo treatment
  - iv) Laser Tattoo Removal.

All practitioners must also hold manufacturers training and only use the equipment that is designed for this purpose and which is regularly serviced and maintained

- h) Use specifically designed equipment and jewellery for ear piercing. 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.

Unless specifically agreed by the **insurer** cover excludes Pierces under the age of 16 years unless the parent is present and has given written consent to the procedure. Excludes Piercing undertaken elsewhere than in an area suitable for client treatment, in conditions that comply with national standards and local bylaws, at the **insured's** premises

- 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 or other pre qualification work undertaken by students are approved, supervised, reviewed and directed by the college or tutor concerned.
- k) In respect of Enlighten, IPL laser and other similar light based invasive therapies not undertake treatment of clients
  - i) With light induced epilepsy light sensitivity, porphyria, diabetes, skin tumours, skin cancer 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

#### 17. **Qualifications**

The **insured** should be suitably qualified to perform the treatment/activities noted on the schedule of insurance and provide a formal qualification in the event of a claim, if not previously supplied. For new or own developed therapies/activities, or where a formal qualification may not exist, the insured must provide evidence of competency and or experience, which is approved by Balens, prior to inception of cover.

# Our complaints procedure

## **Our commitment to customer service**

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

## **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 at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

## **Many complaints can be resolved within a few days of receipt**

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

## **Next steps if you are still unhappy**

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

## **The Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

### **Zurich Insurance Company Ltd**

A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

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

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# BALENS

*Specialist Insurance Brokers*

**Balens Ltd**

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Balens Ltd is Authorised and Regulated by the Financial Conduct Authority