



### Key Points - Policy Cover

BABTAC are an Appointed Representative of Balens Ltd, who are an Insurance Intermediary. We use Balens regarding insurance as they have the knowledge, and experience to look after our members interests regarding insurance.

Please read the details below to ensure the cover you select is suitable for your requirements.

### **Suitability Statement and Statement of Demands and Needs**

BABTAC work with Balens Ltd who have devised and arranged a policy that is suitable for individuals and/or businesses working in the Beauty Industry. The insurance cover can be made up of two policies, for each policy Balens select from only one insurer, with whom they have a delegated binding agreement in place.

The two aspects to the insurance policy are:

1. Core Cover - Professional, Public & Products Liability Insurance Policy.
2. Optional Additional Cover – Commercial Legal Protection Policy.

### **Professional, Public and Products Liability Insurance Policy - Core Cover**

This policy has been provided on a non-advised basis, which means we (Balens and BABTAC) do not make a personal recommendation on the suitability of the product. BABTAC act on behalf of the member when sourcing an insurance policy and as an agent of the insurer when placing a policy.

The policy offered is based on the information we have obtained from you and reflects your demands and needs as a customer looking to insure against the risks associated with your beauty business. We have given you sufficient information for you to make your own informed decision about how to proceed.

The insurer for this policy is Zurich Insurance Company Ltd (Zurich). They are a diversified global insurer who are financially secure.

Based on the information provided by you to confirm you are a Beauty Professional and/or Beauty business, you provide advice, treatment, activities or therapies to members of the public. As such, you can be held legally liable for injury, harm, financial loss and damage to property alleged to have been caused to your clients, patients or other parties as a result of your actions in relation to your profession. BABTAC believe it is important for Members to have insurance against such a risk and have for many years worked with Balens to provide an insurance policy that will meet this need. The Beauty and Health Professionals policy arranged by Balens has been designed to provide defence and payment for damages for the above, as well as covering other risks and services

### **Commercial Legal Protection Policy – Optional Additional Cover**

Please check your policy documents including your policy schedule to check whether you have selected to include this cover.

This optional additional policy has been provided on a non-advised basis, which means we (Balens and BABTAC) do not make a personal recommendation on the suitability of the product. BABTAC act on behalf of the member when sourcing an insurance policy and as an agent of the insurer when placing a policy.

The policy offered is based on the information we have obtained from you and reflects your demands and needs as a customer looking to extend cover to protect against commercial legal costs and access to legal advice. We have given you sufficient information for you to make your own informed decision about how to proceed.

The insurer for this policy is ARAG Legal expenses Insurance Company Ltd (ARAG) who have a good claims record and are also financially secure.

Where this cover has been selected, based on information provided by you to confirm you are a Beauty professional and/or beauty business, we have recognised a requirement for additional cover relating to potential defence costs that may occur through the course of running your business, The Legal Expenses policy provides defence against criminal allegations and provides access to a legal advice helpline.

## **Summary of Cover**

### **Balens Health Professionals Combined Liability Insurance Policy – Core Cover:**

Please refer to the full policy wording which is available on request from BABTAC or on our website, [www.babtac.com](http://www.babtac.com) (members area).

- This policy provides cover for Professional, Public and Products Liability for insured members of BABTAC.
- The policy provides a limit of liability of £6,000,000. This limit is per section and applies to any one claim, for an unlimited number of claims in the policy year for Section 1.1 and 1.2 unless otherwise stated in the schedule. The limit is in the aggregate for Section 1.3. Legal Defence costs are covered in addition to the limit of liability and are unlimited.
- The policy is on a claims occurring basis with a difference. The policy will cover claims that occurred during the policy period irrespective of when the claim is made, meaning that you are protected for claims that may arise, providing the work was carried out during the period of insurance. We include an upgrade of cover feature that protects you against the effects of inflation and rising court awards, which may be an issue for late notified claims.
- The policy will cover you to practice in the UK, cover is also included for temporary trips abroad (please note exclusions apply).
- The policy is an annual policy (unless otherwise stated in the Schedule). The policy is renewable each year.

#### **1.1 Professional Liability Cover includes:**

- Any breach of your professional duty (malpractice) due to a negligent act, error or omission committed or alleged to have been committed.
- Any act of Libel or Slander committed or uttered in good faith.
- Unintentional infringement of any intellectual property right, design right, registered design, trademark or patent.
- Unintentional breach of confidentiality or unintentional misuse of any information. **1.2 Public**

#### **Liability Cover includes:**

- Accidental injuries to third parties and third party property damage.

- Accidental obstruction, trespass or nuisance arising out of your business activities.
- Wrongful arrest detention and/or malicious prosecution.

## **1.2 Products Liability Cover includes:**

- Accidental injuries to third parties and third party property damage caused by Products.
- Cover in respect of products supplied independently of any treatment, therapy and or advice is only provided where the annual turnover in respect of such Products supplied does not exceed £30,000.

## **General Exclusions**

- Liability arising out of the injury of any employee.
- Liquidated, punitive damages and/or fines.
- Any liability caused by, contributed by or arising from nuclear radiation or contamination and/or in consequence of war, pollution and/or terrorism.
- Liability arising out of any criminal, fraudulent acts including sexual harassment.
- Liability arising from any claim or in connection with Tour Operators Liability as defined by The Package Travel, Package Holidays and Package Tours Regulations Act 1992, The Package Travel and Linked Travel Arrangements Regulations 2018 or any similar legislation.

## **Extensions**

- Loss of reputation cover up to £35,000 per occurrence.
- Expenses incurred to replace or restore lost or damaged documents up to £50,000 per occurrence.
- Retrospective Extension - cover provided by Sections 1.1, 1.2 and 1.3 applies to events that happened prior to the commencement of this policy provided such an event is first notified to you during the period of insurance and the previous insurance policy in force at the time of the event will not respond. Full details of the previous policy must be provided.

## **Conditions**

Please note the following conditions which apply to the policy, full details may be found in the policy wording.

- Record Keeping
- Instruments
- Treatments by Beauty Therapists, Cosmetologists and Hairdressers

## **General Restrictions**

- Endorsements may apply to your policy. These will be shown in your policy documents.
- Cover excludes any treatment, therapy and/or advice to any persons under the age of 16 unless guardian or parental consent has been obtained and recorded on any treatment record.
- Cover for teaching and or training is not provided automatically where a certificate of competence is provided (this does not apply to healing activities or teaching/training provided by a Reiki Master). Cover for students is only provided if activities are supervised by a qualified person or the student is deemed competent to undertake such work by their school or tutor.

## **Commercial Legal Protection Policy - Optional Additional Cover**

You have the option to include Commercial Legal Protection Policy with your membership and insurance package. The Commercial Legal Protection Policy provides defence against criminal allegations including allegations of sexual impropriety or assault, that may arise during the course of running your business and provides access to legal advice and tax helplines. Please refer to the ARAG policy wording for full details.

This Policy provides cover for legal defence costs against criminal allegations with a limit of liability of £100,000 per claim.

- Additional cover includes:
  - Pre-disciplinary and Disciplinary Hearings cover.
  - Jury service and court attendance cover.
  - Tax protection cover relating to a tax enquiry, an employer compliance dispute and/or VAT dispute. ○ Unlimited access to legal and tax helplines.
  - Counselling service.

### **Additional Information**

Your insurance cover start, and end date will be specified in your policy schedule. Your obligations to us and how to cancel your policy are detailed in our Terms of Business which are provided alongside this document.