



**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 Professionals and Organisations  
Policy underwritten by Catlin Insurance Company (UK) Ltd.

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# A warm welcome to Balens Limited (Balens) and Catlin Insurance Company (UK) Ltd. (Catlin)

## **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 Catlin 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!

## **A warm welcome to Catlin**

Thank you for taking out your Balens Health Professionals Scheme insurance policy with us and welcome to Catlin Insurance Company (UK) Ltd.

Catlin Insurance Company (UK) Ltd. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308). Our registered office is 20 Gracechurch Street, London, EC3V OBG. Registered in England No. 5328622. You can check this out on the FCA's website [www.fca.org.uk](http://www.fca.org.uk) which includes register of all the firms they regulate or by calling the FCA on 0800 111 6768.

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

# 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). You have made a proposal to us which is the basis of and forms part of this contract.

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 provided always that all the terms and conditions of this policy are complied with. 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.

## **How we use Personal Information**

We hold personal information 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 and reinsurers for underwriting and claims purposes. You should show this to anyone whose personal information may be processed to administer this policy including handling any claims.

We use a variety of security technologies and procedures to help protect personal information from inappropriate use, and we will continue to revise procedures and implement additional security features as new technology becomes available.

We may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management. We will only share personal information as described in this notice or where we are required or allowed to do so by law.

We may record or monitor telephone calls for security and regulatory purposes.

## **Policy Administration**

In order to administer your insurance policy and any claims made against this policy we may share personal information provided to us with other companies within Catlin Insurance Company (UK) Ltd. and with business partners including companies inside and outside the European Economic Area. If we do transfer personal information including where we propose a change of underwriter we make sure that it is appropriately protected.

We may conduct searches about anyone whose personal information may be processed to administer this policy (including handling any claims) using publicly available sources. Examples are the edited electoral roll, county court judgments / Scottish decrees, bankruptcy registers and other public databases. This helps us assess applications for insurance, provide renewal quotations and check the accuracy of information. These searches may be recorded by credit reference agencies but they will not affect any credit standing.

## **Claims History**

Under the conditions of this policy you must tell us when you become aware of any incident that could give rise to a claim under this policy, whether or not it is your intention to claim.

When you tell us about an incident or claim we may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL) or other relevant database.

We and other insurers 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.

This helps to check information provided and prevent fraudulent claims.

### **Fraud Prevention and Detection**

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

- a) share information about you with other organisations including the police
- b) conduct searches using publicly available databases
- c) undertake credit searches
- d) 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:

- a) checking details on applications for credit and credit related to other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) 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.

## **Data Protection Rights**

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information we hold about them. We may make a small charge for this. Individuals also have the right to ask us to correct their information if it is inaccurate.

If you want to know more about how we use personal information or have any data protection questions, please contact the Data Protection Officer, Catlin Insurance Company (UK) Ltd. .

# 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**

Catlin Insurance Company (UK) 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.

## **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**

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 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. **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 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 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, 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.

## **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 any proposal declaration or fact find 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 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.

## 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 Catlin Insurance Company (UK) Ltd. 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 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

#### 14. **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

## Complaints Procedure

**We** are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about the policy or the handling of a claim please contact **Balens** through whom this policy was arranged.

If **You** wish to make a complaint **You** can do so at any time by referring the matter to:

Complaints Manager  
Catlin Insurance Company (UK) Ltd.  
20 Gracechurch Street  
London  
EC3V 0BG  
United Kingdom

Telephone Number: +44 (0)20 7743 8487  
E-mail: [xlcatlinukcomplaints@xlcatlin.com](mailto:xlcatlinukcomplaints@xlcatlin.com)

If **You** remain dissatisfied after the Complaints Manager has considered **Your** complaint, or **You** have not received a final decision within eight (8) weeks, **You** can refer **Your** complaint to the Financial Services Ombudsman at:

The Financial Services Ombudsman  
3rd Floor  
Lincoln House  
Lincoln Place  
Dublin 2

Lo Call: 1890 882090  
Telephone Number: 01 662 0899  
Facsimile Number: 01 662 0890

or the United Kingdom Financial Ombudsman Services at:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
United Kingdom

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

From within the United Kingdom

Telephone Number: 0800 0234 567  
(free for people phoning from a “fixed line”, for example, a landline at home)

Telephone Number: 0300 1239 123  
(free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Telephone Number: +44 (0)20 7964 1000

Fax Number: +44 (0)20 7964 1001

The Financial Services Ombudsman and Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above numbers or addresses, or view their websites: [www.financialombudsman.ie](http://www.financialombudsman.ie) and [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **United Kingdom Financial Services Compensation Scheme**

**We** are covered by the United Kingdom Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this policy. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU, United Kingdom) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

### **Regulatory Information**

a) **Catlin Insurance Company (UK) Ltd.**

**We** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

**Our** registered office is 20 Gracechurch Street, London, EC3V 0BG. Registered in England No. 5328622.

b) **Balens Ltd**

Authorised and regulated by the Financial Conduct Authority in the United Kingdom – Balens Ltd registration number FRN 305787 and regulated by the Central Bank of Ireland for Conduct of Business Rules.

**You** can check this out on the FCA’s website at [www.fca.org.uk](http://www.fca.org.uk) which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

Catlin Insurance Company (UK) Ltd.  
Our registered office is 20 Gracechurch Street, London, EC3V 0BG.  
Registered in England No. 5328622.

Catlin Insurance Company (UK) Ltd. are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. These details can be checked on the FCA's Financial Services Register via their website [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0800 111 6768. Our FCA Firm Reference Number is 305787.