BALENS

## Professional Liability & Malpractice Insurance – Individuals

# Policy wording



Caring for our Clients since 1950

# Contents


| | |
|---|---|
| A warm welcome to Balens | 3 |
| Privacy notice | 4 |
| Important notes | 5 |
| Our complaints procedure | 7 |
| Making a claim | 8 |
| 1 - Claims Conditions | 10 |
| 2 – General Definitions | 12 |
| 3 - Section A – Professional, Public and Products Liability | 21 |
| 4 - Section B – Personal Accident | 44 |
| 5 - Section C – Business Equipment 'All Risks' | 51 |
| 6 – General Exclusions | 54 |
| 7 – General Conditions | 57 |


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

Policy underwritten by QBE UK Ltd.

# A warm welcome to Balens

## Welcome

Thank you for choosing Balens.

**We** specialise in insurance solutions for Health, Wellbeing, Fitness and Beauty professionals and businesses, including individual practitioners, associations, organisations, companies and charities. Our aim is to provide clear, practical cover and a responsive, approachable service, and **we** look forward to working with **you**.

**We** are pleased to work in partnership with QBE to provide this policy, which has been developed for **your** sector with wording designed to be clear and comprehensive. If there is anything **you** are unsure about, please contact us and **we** will be happy to help.

To understand how **your** cover operates and what is required for a claim to be considered by insurers, please read the policy terms and conditions and follow them carefully.

# Privacy Notice

Any personal data provided to us will be processed in compliance with all applicable laws and regulations and in accordance with the privacy notice which can be found at: https://qbeeurope.com/privacy-policy/

# 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; and
- 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.

## 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 the 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.

## Cancellation and cooling off period

**Your right to cancel during the cooling-off period**

**You** are entitled to cancel this policy by notifying **us** through Balens within fourteen (14) days of either:

(i) the date **you** receive this policy; or

(ii) the start of **your period of insurance**

whichever is the later.

A full refund of any premium paid will be made unless **you** have made a claim in which case the full annual premium is due.

**Your right to cancel after the cooling-off period**

**You** are entitled to cancel this policy after the cooling-off period by notifying **us** through Balens. Any return of premium due to **you** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **you** have made a claim in which case the full annual premium is due.

**Our right to cancel**

**We** may cancel this policy by sending 30 days' notice to **your** last email address **we** have for **you** shown on the schedule (unless **you** have chosen to receive **your** insurance documentation by post, in which case **we** will send such notice to the latest correspondence address **we** have for **you** shown on the schedule) and in such event **you** shall become entitled to a return of a proportionate part of the premium corresponding to the unexpired portion of the **period of insurance**. Where **you** have chosen to receive documentation in relation to this insurance:

(i) by email, notice of cancellation is deemed to be served on the third (3rd) day after the email was sent to the latest email address **we** have for **you** shown on the schedule. Proof of sending the email will be sufficient proof of notice.

(ii) by post, notice of cancellation is deemed to be served on the third (3rd) day after being posted by prepaid letter to the latest correspondence address **we** have for **you** shown on the schedule.

# Our complaints procedure

## Complaints to QBE

**You** can complain about the policy by contacting **your** broker or by contacting us using the complaints details below.

| | |
|---|---|
| **QBE UK Limited** | |
| **By email** | CustomerRelations@uk.qbe.com |
| **By post** | Customer Relations,<br>QBE European Operations,<br>30 Fenchurch Street,<br>London, EC3M 3BD |
| **By telephone** | +44 (0)20 7105 5988 |

## The UK Financial Ombudsman Service (UK FOS)

If **you** feel that **your** complaint has not been satisfactorily resolved, **you** may be eligible to contact the UK FOS to review the complaint. Information about the eligibility criteria is available on the UK FOS website.

Details on how to contact the UK FOS are as follows:

Financial Ombudsman Service

By telephone: +44 (0)800 023 4567

Website: financial-ombudsman.org.uk/consumers/how-to-complain

## The Financial Services Compensation Scheme (FSCS)

**You** may be entitled to compensation from the FSCS if **we** are unable to meet **our** obligations under the policy. Further information is available from www.fscs.org.uk, or **you** can write to the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

# Making a claim

Any notification required under the terms and conditions of this policy should be made to **us** via Balens using the below details.

- By email to claims@balens.co.uk
- By telephone:
    - Claims Direct Dial: 01684 580793
    - Main office: 01684 893006
    - Claims out of hours: 07918941497

Balens will guide you on what **you** need to do next.

# Your Health Professionals Scheme policy

This policy is a contract between **you** and **us**.

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

**We** will insure **you** under those parts stated in the schedule during any **period of insurance** for which **we** have accepted **your** premium. **Our** liability will in no case exceed the amount of any sum insured or 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

This contract will be subject to the law of England and Wales. 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.

# 1. Claims conditions

Cover-specific claims conditions and requirements are detailed in the appropriate Section of this policy. In addition, the following general claims conditions apply to the whole policy.

### 1.1 Claims notification

Upon learning of any circumstances likely to give rise to a claim **you** must:

a) tell **us** as soon as reasonably possible and give **us** any assistance **we** may reasonably require;
b) immediately send to **us** any writ or summons issued against **you**;
c) supply at **your** own expense full details of the claim in writing including any supporting evidence and information that **we** require within 30 days (or alternative period specified at the time of notification) of the event, damage, interruption or bodily injury;
d) take action to minimise the damage and to avoid interruption or interference with the business and to prevent further injury or damage.

For Section C only, if the damage is by theft or attempted theft or by riot or civil labour or political disturbances or vandals or malicious people, then:

i) as soon as is reasonably possible tell the police; and

ii) supply at **your** own expense full details of the claim in writing including any supporting evidence and information that **we** require within seven days.

### 1.2 Claim settlement

**We** will have the right to settle a claim by:

a) the payment of money;
b) reinstatement or replacement of the property lost or damaged; or
c) repair of the property lost or damaged.

If **we** decide upon reinstatement, replacement or repair, **we** will do so in a reasonable manner but not necessarily to its exact previous condition or appearance. **We** will not spend on any one item more than its sum insured.

### 1.3 Negotiation or settlement

**You** must not admit, deny, negotiate or settle any claim without **our** written consent.

### 1.4 Subrogation

We are entitled to:

a) take the benefit of **your** rights against another person prior to or after **we** have paid a claim; and
b) take over the defence or settlement of a claim against **you** by another person.

### 1.5 Salvage

For Section C only, **we** have the right to the salvage of any insured property.

# 2. General definitions

Certain words in this policy have special meanings. These words and their meanings are detailed in this section and apply wherever **we** have printed them in bold throughout. These definitions apply to the entire policy unless stated otherwise.

### 2.1 Benefit amount

The maximum amount that **we** will pay based on the level of cover stated in the schedule as benefits.

### 2.2 Bodily injury

Bodily injury that is caused by an **event**.
(this definition applies to section B only).

### 2.3 Business

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

a) operations of a health or well-being professional practice, organisation, or agency;

b) healthcare, personal development, fitness, or beauty services, 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, supervision, consultancy as per the business description noted and agreed by QBE;

c) maintenance of property and premises;

d) first aid, fire and ambulance services;

e) private work carried out within the **territorial limits** by an **employee** for any director or senior executive of the business;

f) participation in exhibitions, lectures, workshops and demonstrations within the **territorial limits**;

g) the provision and management of canteen, social, sports and welfare organisations for the benefit of **employees**;

h) **internet-based videos**;

i) **virtual consultations**.

### 2.4 Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smartphone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **you** or any other party.

### 2.5 Costs and expenses

a) claimants' costs and expenses which **you** become legally liable to pay;
b) costs incurred with **our** written consent in defending any claim for damages;
c) costs incurred with **our** written consent for:
    i) representation at any coroner's inquest or fatal injury inquiry;
    ii) defending in any court of summary jurisdiction any proceeding in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this policy.

### 2.6 Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

### 2.7 Cyber incident

a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or
b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

### 2.8 Damage

Physical loss, destruction or damage. This definition is only applicable to Section C (Business Equipment "All Risks").

**2.9 Data**

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

**2.10 Employee**

a) Any person under a contract of service or apprenticeship with you
b) any person who is hired to or borrowed by you
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 your control or supervision
g) any voluntary helper while working for you in connection with the business.

**2.11 Event**

A sudden, unforeseen and identifiable occurrence.

All events or series of events consequent upon or attributable to one source or original cause will be regarded as a single event for the purposes of this policy where they occur within a 20 kilometres radius and within 24 consecutive hours of the one source or original cause.

This definition shall only apply to Section B – Personal Accident.

**2.12 Excess**

The amount stated in this policy, the schedule or any endorsement for which **you** will be responsible and which will be deducted from any payment under this policy after all other terms and conditions have been applied.

**2.13 Healing**

Healing therapies involving the channeling of healing energy.

**2.14 Injury**

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

This definition applies to Section A (Professional, Public and Products Liability) only.

**2.15 Insured person**

The person stated in the schedule.

**2.16 Internet-based videos**

Any of the following, which is pre-recorded and made available via the internet:

a) classes;
b) information; and/or
c) training

in connection with the **business**.

The content of such videos must be generic in nature and not provide any medical or clinical advice, and a disclaimer to this effect must be included in the video.

**2.17 Jurisdictional limits**

**United Kingdom**, Channel Islands and Isle of Man.

**2.18 Loss of limb**

a) In the case of a lower limb, loss by permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot
b) in the case of an upper limb, loss by permanent physical severance of the entire 4 fingers through or above the metacarpal phalangeal joints or permanent total loss of use of an entire arm or hand.

**2.19 Loss of sight**

Permanent and total loss of sight which will be deemed to have occurred:

a) in both eyes when the condition is shown to **our** satisfaction to be permanent and without expectation of recovery and the **insured person's** name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist

b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and **we** are satisfied that the condition is permanent and without expectation of recovery.

### 2.20 Medical expenses

All reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner and all associated hospital, nursing home or ambulance charges.

### 2.21 Medical practitioner

A registered medical practitioner currently registered with the General Medical Council in the **United Kingdom** (or foreign equivalent) to practice medicine other than:

a) an insured person

b) a relative of an **insured person**

c) a person under contract of service with you

d) a director or trustee of you or member of **your** board or governing body.

### 2.22 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.

### 2.23 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.

### 2.24 Period of insurance

The period between and inclusive of the dates stated in the schedule commencing at 00.01 hours on the earlier date stated and expiring at midnight on the later date stated.

### 2.25 Permanent total disablement

Disablement caused other than by **loss of limb**, **loss of sight**, **total loss of hearing** or **total loss of speech** which:

a) has lasted 12 months from the date of sustaining **bodily injury**; and

b) will in all probability totally prevent the **insured person** from engaging in any gainful occupation of any kind for the remainder of their life.

### 2.26 Pollution or contamination

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

### 2.27 Premises

Any place where a health professional or a health-related business undertakes activities in the course of the **business**.

### 2.28 Products

Any commodities or goods or anything (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 **you** or on **your** behalf or any structure constructed, erected or installed or contract work executed by **you** or on **your** behalf in the course of the **business**.

**2.29 Property**

Tangible property. This definition only applies to Section A (Professional, Public and Products Liability).

**2.30 Property insured**

The following property used solely in connection with **your business**, belonging to **you** or for which **you** are legally responsible:

a) therapy equipment
b) office equipment
c) computers and ancillary equipment
d) electronic equipment including tablet devices
e) photographic equipment
f) stock.

**2.31 Territorial Limits**

**For Clause 3.1(Professional Liability) and Clause 3.3 (Public Liability):**

Anywhere within the limits of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

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

a) where that work is not **treatment work**, the territorial limit is anywhere in the world; and
b) where that work is **treatment work**, the territorial limit is anywhere in the world other than the United States of America or Canada and any territory under their jurisdiction.

**For Clause 3.5 (Products Liability):**

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

**For Section C – Business Equipment 'All Risks'**

Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, extended to anywhere in the world for a maximum of 60 days in any one **period of insurance**.

**2.32 Terrorism**
An act of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of His Majesty's government in the **United Kingdom** or any other government de jure or de facto.

**2.33 Total loss of hearing**
Total and permanent loss of hearing.

**2.34 Total loss of speech**
Total and permanent loss of speech.

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

**2.36 Ultraviolet radiation**
The ultraviolet region (wavelength 10 nanometres to 400 nanometres) on the electromagnetic spectrum.

**2.37 United Kingdom**
England, Scotland, Wales and Northern Ireland.

**2.38 Virtual consultations**
The provision of treatment, therapies, sessions, advice, classes, information and / or training in connection with the **business** and the activities specified in the **schedule**, by way of telephone consultations, video calls, internet-based consultations and live streaming.

**2.39 War**
War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including **terrorism**.

**2.40 We, us, our**
QBE UK Limited

### 2.41 You, your

The insured stated in the schedule.

# 3. Section A – Professional, Public and Products Liability

### 3.1 Professional Liability

**We** shall indemnify **you** against all sums that **you** shall become legally liable to pay as damages and **costs and expenses** of claimants arising from 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 **you** or on **your** behalf;
b) any act of libel or slander committed or uttered in good faith by **you**;
c) unintentional infringement of any intellectual property right, design right, registered design, trademark or patent committed by **you**; or
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 **you**.

**Our** liability for all compensation payable by **you** 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 **we** will pay **costs and expenses**.

### 3.2 Specific exclusions applicable to 3.1 – Professional Liability

The indemnity granted under clause 3.1 shall not apply to or include:

#### 3.2.1 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.

#### 3.2.2 Criminal or malicious acts

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

### 3.2.3 Directors' and Officers' liability

Liability incurred by any person in their capacity as a director or officer of any company or other entity or as a trustee of any trust.

### 3.2.4 Employment

Liability arising out of:

a) death, bodily injury, mental injury, sickness, disease, mental anguish or shock of any **employee**; or

b) any obligation owed by **you** as an employer or potential employer to any business partner, director, member, **employee** or applicant for employment.

### 3.2.5 Employers and employment liability

Liability arising from breach of any duty owed by **you** 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 **you** as a patient or client when such claim is brought in that capacity and when such treatment is for a matter unrelated to the person's employment. For the purposes of clarification, **you** may waive payment of **your** normal charge or any of **your** charges.

### 3.2.6 Insolvency

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

### 3.2.7 Maintaining insurance

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

### 3.2.8 Prior circumstances and claims

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

a) **you** knew or that in **our** reasonable opinion **you** ought to have known prior to inception of this policy which might give rise to a claim against **you;**

b) was notified by **you** under any other insurance policy prior to inception of this policy;
c) was disclosed or in **our** reasonable opinion ought to have been disclosed on **your** latest proposal to **us**.

### 3.2.9 Trading losses

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

### 3.2.10 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.

### 3.2.11 Training

Liability in respect of a training establishment or course run by **you** and offered to the public as delivering a qualification of competency, unless cover is arranged to do so and stated as such in the schedule. This exclusion does not apply in respect of **healing** or reiki.

## 3.3 Public Liability

**We** shall indemnify **you** against all sums that **you** shall become legally liable to pay as damages and **costs and expenses** of claimants arising from the following circumstances:

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 obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy excluding any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or Data Protection Act 2018, or accidental interference with any right of air, light, water or way;

d) unlawful detention, imprisonment or arrest;
e) libel or slander, arising from **business** activities of **you** as defined in the policy;
f) breach of confidentiality or misuse of any information which could be deemed confidential in nature or has restrictions concerning its use;

within the **territorial limits** during the **period of insurance** and happening in connection with **your business**;

**Our** liability for all compensation payable by **you** 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 **we** will pay **costs and expenses**.

### 3.4 Specific exclusions applicable to 3.3 – Public Liability

The indemnity granted under 3.3 shall not apply to or include:

#### 3.4.1 Property held in trust

Liability in respect of loss of or damage to **property** belonging to **you** which is leased, let or borrowed, or which is the subject of a bailment to **you** 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 **you** for legal liability.

#### 3.4.2 Insurance

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 **you** or on **your** behalf under a specific policy for buildings.

#### 3.4.3 Remedy and defects

The cost of remedying any defect or alleged defect in land or **premises** sold or disposed of by **you** or for any reduction in the value thereof.

#### 3.4.4 Training

Liability in respect of a training establishment or course run by **you** and offered to the public as delivering a qualification of competency, unless cover is arranged to do so and stated as such in the schedule. This exclusion does not apply in respect

of **healing** or reiki. Other modalities may be covered subject to the schedule being endorsed.

### 3.5 Products Liability

**We** shall indemnify **you** against all sums that **you** shall become legally liable to pay as damages and **costs and expenses** of claimants arising from the following circumstances:

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 **period of insurance** within the **territorial limits** caused by **products**.

**Our** liability for all compensation payable by **you** 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 **we** will pay **costs and expenses**.

### 3.6 Specific exclusions applicable to 3.5 – Products Liability

The indemnity granted by 3.5 shall not apply to or include:

#### 3.6.1 Exports to USA or Canada

Liability in respect of **injury** or loss of or damage to **property** caused by or in connection with any **products** supplied which to **your** knowledge are directly or indirectly exported to the United States of America or Canada.

#### 3.6.2 Products to non-patients or clients

liability in respect of any **products** supplied by **you** 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.

#### 3.6.3 Prohibited substances

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

### 3.6.4 Replacing or rectifying products

Liability in respect of replacing, reinstating, rectifying, recalling or guaranteeing the performance of any **products**.

### 3.6.5 Excluded products

Any claim or investigation arising from:

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

### 3.6.6 Training

Liability in respect of a training establishment or course run by **you** and offered to the public as delivering a qualification of competency, unless cover is arranged to do so and stated as such in the schedule. This exclusion does not apply in respect of **healing** or reiki.

## 3.7 Exclusions applicable to ALL of Section A – Professional, Public and Products Liability

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

### 3.7.1 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.

### 3.7.2 Asbestos

Liability directly or indirectly caused by, contributed to, by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives.

### 3.7.3 Contractual liability

legal liability assumed under contract or agreement unless:

a) the liability would have existed in the absence of such agreement; and

b) **we** have the sole conduct and control of all claims.

### 3.7.4 Hepatitis

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

### 3.7.5 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; or
b) punitive or exemplary damages.

### 3.7.6 Pollution

Liability in respect of **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.

### 3.7.7 Sexual misconduct

Any loss, liability, expenses, costs or defence costs caused by or attributable to or made upon **you** arising from or in any way connected with 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.

**We** shall, however, reimburse **you** for any defence costs or reasonable legal expenses incurred by **you** in respect of the above, where **you** have successfully defended a claim or investigation against **you**. For the purposes of this exclusion, a successful defence would include the claim or investigation being struck out,

discontinued or withdrawn, or any judgment, finding or outcome being made in **your** favour in respect of the above.

### 3.7.8 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 **our** specific agreement; 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

provided always that:

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

### 3.7.9 Tour operator's 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 1992, the Package Travel and Linked Travel Arrangements Regulations 2018 or any similar legislation or Statutory Instrument for the time being in force within the European Union

unless the claim is a result of **treatment work** provided by **you** whilst working on a holiday, package tour, retreat, or business trip in the conduct of the **business**.

### 3.8 Extensions – Section A – Professional, Public and Products Liability

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

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

#### 3.8.1 Patient confidentiality

This policy extends to indemnify **you** in respect of legal costs incurred where **you** have refused to release on ethical or therapeutic grounds confidential patient information.

Provided always that:

a) our liability 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;
c) an indemnity will not be provided where **you** are required to disclose the confidential information by any applicable law or by the order or ruling of any court.

#### 3.8.2 Good Samaritan acts and first aid

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

#### 3.8.3 Loss of reputation

**We** will indemnify **you** for costs incurred with **our** 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) **our** liability shall not exceed £35,000 any one occurrence during the **period of insurance**; and

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

### 3.8.4 Retrospective extension

The indemnity provided by Section A – Professional, Public and Products Liability – extends, subject otherwise to the terms and conditions of this policy, to indemnify **you** in respect of all sums which **you** shall become legally liable to pay as damages and **costs and expenses** of claimants arising out of the circumstances set out at clauses 3.1 (Professional Liability), clause 3.3 (Public Liability) and clause 3.5 (Products Liability):

a) occurring prior to the commencement of the **period of insurance** and which is first notified in writing to **you** during the **period of insurance** and any time thereafter; and
b) where an indemnity is not provided by a previous insurance policy.

### 3.8.4A Retrospective extension replacing 3.8.4 above in respect of new joiners to the scheme post 01.04.2011

The indemnity provided by Section A – Professional, Public and Products Liability – extends, subject otherwise to the terms and conditions of this policy, to indemnify **you** in respect of all sums which **you** shall become legally liable to pay as damages and **costs and expenses** of claimants arising out of the circumstances set out at clauses 3.1 (Professional Liability), clause 3.3 (Public Liability) and clause 3.5 (Products Liability):

a) occurring prior to commencement of the **period of insurance** and which is first notified in writing to **you** during the **period of insurance**; and
b) where 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 a condition precedent to **our** liability to make any payment under this extension that in the event of a claim notification, details of previous policy cover must be provided.

### 3.8.5 Teaching

This policy is extended to indemnify **you** for legal liability incurred in respect of teaching, provided as an individual tutor, where **you** are not personally responsible for the delivery of a certificate of competence, or a qualification, and are not running a training establishment for the delivery of such, unless otherwise stated in the schedule. The delivery of qualifications and certificates of competence for **healing** or reiki are, however, automatically included.

### 3.8.6 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 A – Professional, Public and 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 **you** before the increase in limit of indemnity was stated in the schedule.

### 3.8.7 Pre-disciplinary hearing and complaints costs

This policy is extended to pay **costs and expenses** incurred by **you** with **our** prior written consent in order to prepare a response to any allegations of unprofessional conduct or behaviour likely to give rise to a disciplinary hearing with a professional body or regulator.

Provided always that:

a) **our** liability shall not exceed £1,500 any one occurrence during the **period of insurance**; and

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

### 3.8.8 Loss of documents

This policy is extended to indemnify **you** in respect of any expense incurred by **you** with **our** prior written consent in replacing or restoring physical documents whether owned by, or the responsibility of **you** in the conduct of **your business** which are discovered lost or damaged and notified to **you** during the **period of insurance**.

Provided always that:

a) **our** liability shall not exceed £50,000 any one occurrence during the **period of insurance**; and
b) this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

### 3.8.9 Car park liability

In respect of vehicles which are the responsibility of persons other than **you** that are held in trust by **you** or in **your** custody or control, **we** will, subject to the terms and conditions of this policy indemnify **you** 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 **you** for a fee or other consideration;
    ii) held in trust by **you** or in **your** custody or control for the purposes of work being carried out on them;
b) **our** liability 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.

### 3.8.10 Consumer Protection Act 1987

**We** will indemnify **you** or, at **your** request, any director or **employee** of **you**, against **costs and expenses** incurred in the defence of any criminal proceedings (including any appeal against a conviction arising from such proceedings) brought against **you** for a breach of Part II of the Consumer Protection Act 1987 or any regulations made thereunder, committed or alleged to have been committed during the **period of insurance**.

Provided always that:

a) the criminal proceedings relate to an offence committed in the course of the **business** and which relates to any event involving **injury** or loss of or damage to **property** which is or may be the subject of indemnity under this policy;

b) this extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;

c) **we** shall not be liable under this extension:

   i) where **you**, **your** 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 **you**, **your** director or **employee**;

   iii) in respect of **costs and expenses** which **you**, **your** 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 **you**, **your** 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 **we** have the sole conduct and control of all claims;

   vii) unless **you**, **your** director or **employee** provide **us** with immediate notice of any summons or other process served upon **you**, **your** director or **employee** and/or of any event that may give rise to proceedings against **you**, **your** director or **employee**.

### 3.8.11 Corporate Manslaughter and Corporate Homicide Act 2007

This policy extends to indemnify **you** in respect of **costs and expenses** incurred with **our** 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** and which relates to

any event involving **injury** which is or may be the subject of indemnity under this policy.

Provided always that:

a) our liability under this extension shall not exceed £5,000,000 in any one **period of insurance** or the limit of indemnity stated in the schedule whichever is the lesser. 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) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of **you**;

d) **you** shall give to **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this extension;

e) in relation to any appeal, counsel has advised there are strong prospects of such appeal succeeding;

f) **we** shall not be liable under this extension:

   i) where **you** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge;

   ii) in respect of fines or penalties of any kind;

   iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:

      a. the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder;

      b. the Food Safety Act 1990 or any regulations made thereunder; and

      c. the Consumer Protection Act 1987 or any regulation made thereunder.

g) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this

extension indemnity would have been provided by such other source or insurance;

h) where **we** have already indemnified **you** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and/or investigation connected with corporate manslaughter or corporate homicide under another section of the policy, the amount paid under that section will be taken into account in arriving at **our** liability payable under this extension.

### 3.3.12 Court attendance costs

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

| | | |
|---|---|---|
| a) | any director or partner of **you** | £500 |
| b) | any **employee** | £500 |

### 3.8.13 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.

### 3.8.14 Defective Premises Act 1972

**We** will indemnify **you** against liability at law incurred by **you** 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 **you**.

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

a) for the cost of remedying any defect or alleged defect in the said premises; or

b) in respect of liability more specifically insured under any other insurance.

### 3.8.15 Health and Safety at Work etc. Act 1974

**We** will indemnify **you** or at **your** request any director or **employee** of **you** against **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 thereunder committed or alleged to have been committed during the **period of insurance** and which relates to any event arising in the course of the **business** involving **injury** which is or may be the subject of indemnity under this policy including:

a) costs of prosecution awarded against **you** or any director or **employee** of **you**;

b) **costs and expenses** incurred with **our** consent in an appeal against conviction arising from such proceedings.

Provided always that **we** shall not be liable under this extension for:

i) the payment of fines and penalties of any kind; or

ii) the cost of appeal against improvement or prohibition notices.

### 3.8.16 Indemnity to other persons including personal representatives

In the event of any claim in respect of which **you** 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 **you** 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 **your** first aid or medical arrangements team but excluding conventional medical practitioners in respect of liability for damages and legal costs resulting from treatment given;

e) any officer or member of **your** catering, social, sports or welfare organisations;

f) any personal representative of **you** in the event of **your** death;

**we** will indemnify such person if **you** 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 **you** observe, fulfil and be subject to the terms and conditions of this policy; and
iii) **we** shall not be liable under this extension unless **we** have the sole conduct and control of all claims.

### 3.8.17 Food Safety Act – legal defence costs

**We** will indemnify **you** or at **your** request any director or **employee** of **you** against **costs and expenses** incurred in the defence of any criminal proceedings brought for a breach of the Food Safety Act 1990 or any regulations thereunder committed or alleged to have been committed during the **period of insurance** including legal costs and expenses incurred with **our** consent 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** and which relates to any event involving **injury** or loss of or damage to **property** which is or may be the subject of indemnity under this policy;
b) this extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
c) **we** shall not be liable under this extension:
    i) where **you**, **your** 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 **you**, **your** director or **employee**;
    iii) in respect of legal costs and expenses which **you**, **your** 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 **you**, **your** 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.

d) **you**, **your** director or **employee** shall give to **us** immediate notice of any summons or other process served upon **you**, **your** director or **employee** and of any event that may give rise to proceedings against **you**, **your** director or **employee**.

### 3.9 Conditions – Section A – Professional, Public and Products Liability

#### 3.9.1 Instruments

**You** shall ensure that:

a) hypodermic needles and other instruments 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 disinfector | 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) **you** 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.

### 3.9.2 Record keeping

a) **You** 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.

### 3.9.3 Treatment by beauty therapists, cosmetologists and hairdressers

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

**You** 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, **you** 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 **you** have 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 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 Liposuction treatment;

iv) Laser Tattoo Removal.

All practitioners must also hold manufacturer's 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 **us** cover excludes piercees 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 bye-laws, at **your** 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 or skin cancer;

ii) who may be pregnant;

iii) taking photosensitive medication; or

iv) who are under the age of 16.

### 3.9.4 Qualifications

**You** should be suitably qualified to perform the treatment/activities noted in 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, **you** must provide evidence of competency and/or experience, which is approved by **us**, prior to inception of cover.

## 3.10 Claims conditions – Section A – Professional, Public and Products Liability

### 3.10.1 Claims procedure

**You** shall not, except at **your** own cost, take any steps to compromise or settle any claim or admit liability without specific instructions in writing from **us**, nor give any information or assistance to any person claiming against **you**, but **we** shall, for so long as **we** shall so desire, have the absolute conduct and control of all proceedings (including arbitration) in respect of any claims for which **we** may be liable under this policy and may use **your** name to enforce for the benefit of **us** 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.

### 3.10.2 Notice of claims

**You** shall on the happening of any loss, damage, **injury** or accident, give immediate notice thereof in writing to Balens.

**You** shall at **your** own expense as promptly as possible deliver to Balens a claim with such detailed particulars and proofs (including copies of qualification certificates) as may reasonably be required.

# 4. Section B – Personal Accident

This section is only operative if stated in the schedule.

**4.1 Cover provided – Section B – Personal Accident**

**4.1.1 Death or permanent total disablement**

If the **insured person** sustains **bodily injury** during the **period of insurance** that within 24 months solely and independently of any other cause results in death or **permanent total disablement we** will pay the **insured person** the appropriate **benefit amount**.

Provided always that **we** will not pay any **benefit amount** under more than one of items 1 to 6 under clause 4.1.2 resulting from any one event.

**4.1.2 Permanent partial disablement**

If the **insured person** sustains permanent partial disablement during the **period of insurance**, **we** will pay the **insured person** the following percentages of the **benefit amount** payable under item B7 of the schedule:

Permanent severance or permanent total loss of use of:

| | | |
|---|---|---|
| 1. | one thumb | 30% |
| 2. | forefinger | 20% |
| 3. | any finger other than forefinger | 10% |
| 4. | big toe | 15% |
| 5. | any toe other than big toe | 5% |
| 6. | shoulder or elbow | 25% |
| 7. | wrist, hip, knee or ankle | 20% |
| 8. | lower jaw by surgical operation | 30% |

Provided always that:

a) when an **insured person** suffers more than one form of permanent partial disablement as a result of an **event** the percentages from each will be added together but **we** will not pay more than 100% of the **benefit amount** under item B7 of the schedule.

b) any permanent partial disablement not more specifically defined above will be calculated by assessing the disablement relative to the types of disablement mentioned above without reference to the **insured person's** occupation.

c) if a claim is payable for loss of or loss of use of a whole part of the body a claim for any component part of that part cannot also be made.

### 4.2 Exclusions – Section B – Personal Accident

This section does not cover:

#### 4.2.1 Active service

Any **bodily injury**, loss or expense arising as a result of an **insured person** engaging in active service in any of the armed forces of any nation.

#### 4.2.2 Age limitation

Any claim by an **insured person** who has attained the age of 76 years unless **bodily injury** occurs during the **period of insurance** in which the **insured person** attains that age.

#### 4.2.3 Drugs, drug addiction and drink driving

Any **bodily injury**, loss or expense arising from an **insured person**:

a) taking a drug or drugs:

i) other than in accordance with the manufacturer's instructions; or

ii) for treatment of a drug addiction;

b) driving or in charge of a vehicle while their blood or urine alcohol level is above the legal limit stated in the laws of the country where the driving occurs.

#### 4.2.4 Excluded travel to dangerous or unsettled areas

Any **bodily injury** or loss or expense resulting from **bodily injury** occurring in any country or specific areas of countries stated in the schedule.

#### 4.2.5 Gradual causes

Any sickness or disease, any naturally occurring or degenerative condition, any gradually operating cause or post-traumatic stress disorder other than as a direct result of **bodily injury**.

#### 4.2.6 Non-passenger air travel

Any **bodily injury**, loss or expense arising from an **insured person** engaging in aviation as a pilot or crew of a fixed wing or rotary propelled aircraft.

#### 4.2.7 Suicide or self-injury

Any **bodily injury**, loss or expense arising from an **insured person** committing or attempting to commit suicide or intentionally inflicting self-injury.

### 4.3 Extensions – Section B – Personal Accident

#### 4.3.1 Coma benefit

In the event of the continuous unconsciousness of the **insured person** caused solely and independently by **bodily injury** sustained during the **period of insurance**, **we** will pay the **insured person** £25 per day of continuous unconsciousness up to a maximum of £1,000.

#### 4.3.2 Disappearance

If an **insured person** disappears and, after a suitable period of time as judged by the appropriate legal authority, it is reasonable to believe that the **insured person's** death resulted from **bodily injury** during the **period of insurance**, **we** will pay the **insured person** the **benefit amount** under item B1 of the schedule.

Provided always that the **insured person's** legal representative or executor signs an agreement stating that if it later transpires that the **insured person** has not died any amount paid will be refunded to us.

#### 4.3.3 Exposure

If an **insured person** suffers unavoidable exposure to the elements during the operative time that within 24 months solely and independently of any other cause results in death or disablement, **we** will pay the **insured person** in accordance with the appropriate **benefit amount** under items B1 to B7 of the schedule.

#### 4.3.4 Funeral expenses

If a payment is made under this policy in respect of death of an **insured person**, **we** will pay their legal representative or executor up to £5,000 for reasonable funeral expenses.

#### 4.3.5 Hospitalisation benefit

If an **insured person** is admitted to hospital as an in-patient as a result of **bodily injury** sustained during the **period of insurance**, **we** will pay the **insured person** £25 for each day of hospitalisation up to a maximum of £1,000.

#### 4.3.6 Medical expenses

If an **insured person** incurs **medical expenses** as a result of **bodily injury** sustained during the **period of insurance**, **we** will pay the **insured person** up to 20% of any **benefit amount** paid under items B1 to B6 of the schedule inclusive or 30% of the **benefit amount** paid under item B7 of the schedule but not exceeding £15,000.

#### 4.3.7 Paraplegia and quadriplegia

In addition to any **benefit amount** under item B6 of the schedule, **we** will also pay the relevant **insured person** £15,000 in the event of their sustaining permanent and total paralysis of the 2 lower limbs or £25,000 in the event of their sustaining the permanent and total paralysis of all 4 limbs of their body.

#### 4.3.8 Relatives' travel expenses

If an **insured person** sustains **bodily injury** during the **period of insurance** and requires an in-patient hospital admission within the **United Kingdom**, the Isle of Man or Channel Islands beyond a 10 mile radius of their normal place of residence and for a period in excess of 14 consecutive days **we** will pay the **insured person** up to £2,500 for all reasonable costs necessarily incurred for travel, sustenance and accommodation expenses for a nominated person who, on the advice of a **medical practitioner**, is required to travel to or remain with the **insured person** until the **insured person's** return to their normal place of residence.

#### 4.3.9 Retraining expenses

If **we** make a payment for **loss of limb**, **loss of sight** or **permanent total disablement, we** will also pay up to £15,000 for reasonable expenses necessarily incurred in retraining the **insured person** for an alternative occupation.

### 4.4 Conditions – Section B – Personal Accident

#### 4.41 Duplicate cover

If a loss is covered under more than one clause of Section B of this policy **we** will provide cover under the clause that provides the most cover but never under more than one clause. In no event will **we** make duplicate payments for the same loss.

#### 4.4.2 Insured person under 18 years of age

In the case of an **insured person** under the age of 18 years, any rights or obligations under this policy will be deemed to apply to the parent or legal guardian of such **insured person**.

#### 4.4.3 Interest

No sum payable under Section B of this policy will carry interest.

#### 4.4.4 Reasonable care

The **insured person** will exercise reasonable care to avoid or diminish any loss or any circumstances likely to give rise to a claim under Section B of this policy.

### 4.5 Claims conditions – Section B – Personal Accident

**4.5.1** The **insured person** will, as soon as possible after the occurrence of any **bodily injury**, obtain and follow the advice of a qualified **medical practitioner** and **we** will not be liable for any consequences of the **insured person's** failure to obtain and follow such advice and use such treatments or remedies as may be prescribed.

**4.5.2** The **insured person** will, at their own expense, furnish to **us** all evidence as **we** may from time to time reasonably require in the form prescribed by **us**.

**4.5.3** **We** may ask the **insured person** to attend one or more medical examinations. If so, **we** will pay:

a) the cost of any examinations and medical reports and records; and

b) any reasonable travelling expenses necessarily incurred by the **insured person** and one person required to accompany them to the examinations provided always that these expenses are agreed by **us** in advance.

**4.5.4** **We** will reject a claim if the **insured person**:

a) fails to attend an examination without reasonable cause;

b) refuses to give **us** permission to:

i) obtain any medical reports or records needed from any **medical practitioner** that has treated the **insured person**;

ii) share medical reports or records with medical practitioners or other health professionals for purposes of handling the claim;

c) does not comply with any reasonable request by **us** for handling the claim.

**4.5.5** If the **insured person** has an existing physical or medical condition **we** may, with the **insured person's** prior consent, ask an independent medical consultant to assess whether:

a) that condition contributed to the **bodily injury** or expense for which they are claiming; or

b) the **bodily injury** the subject of the claim has made that condition worse.

In either case **we** will ask the independent medical consultant to assess the difference between the **insured person's** existing physical or medical condition before and after the **bodily injury** that is the subject of the claim. Any payment made by **us** will be based on this difference and will be expressed as a percentage of the **benefit amount**.

**4.5.6** If the **insured person** dies, **we** will have the right to ask for a full post-mortem at **our** expense and **we** will deal with a claim in respect of death as follows:

a) if the **insured person** is aged 18 years or over **we** will pay the **benefit amount** for death to the estate of the deceased **insured person**;

b) if the **insured person** is aged under 18 years **we** will pay the **benefit amount** for death to the parent or legal guardian of such minor.

Provided always that the receipt given to us by the deceased **insured person's** personal representatives, parent or legal guardian will be a full discharge of liability by **us** in respect of the claim for such **benefit amount**.

**4.5.7** **We** will deal with claims other than for death as follows:

a) if the **insured person** is aged 18 years or over **we** will pay the **benefit amount** for all other claims to the **insured person**;

b) if the **insured person** is aged under 18 years **we** will pay the **benefit amount** for all other claims to the parent or legal guardian of such minor.

Provided always that the receipt of the **benefit amount** will be a full discharge of all liability by **us** in respect of the claim for such **benefit amount**.

# 5. Section C – Business Equipment 'All Risks'

This section is only operative if stated in the schedule.

### 5.1 Cover provided – Section C – Business Equipment 'All Risks'

We shall indemnify you for any **damage** incurred to the **property insured** occurring:

a) during the **period of insurance**; and

b) within the **territorial limits**; and

c) by a cause otherwise not excluded.

The **excess** applicable to this section is stated in the schedule or endorsements.

### 5.2 Exclusions – Section C – Business Equipment 'All Risks'

This section does not cover:

#### 5.2.1 Brittle articles

Breakage of china, glass, marble, earthenware or scratching or bruising of furniture, household or musical goods unless caused by accident to the vessel or conveyance in which such property is being carried.

#### 5.2.2 Changes in environment or mechanical or electrical breakdown

**Damage** caused by or consisting of:

a) corrosion, erosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, mould, dryness, marring, scratching, vermin or insects;

b) change in temperature, colour, flavour, texture or finish;

c) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which the breakdown or derangement occurs;

but this will not exclude subsequent **damage** which itself results from a cause not otherwise excluded.

### 5.2.3 Committed or connived acts of employee dishonesty

**Damage** caused by any act of dishonesty committed or connived at by any of **your employees**.

### 5.2.4 Customs or other authorities

Confiscation, destruction or detention by Customs or other authorities.

### 5.2.5 Depreciation, gradually operating changes and faulty or defective design or workmanship

**Damage** caused by or consisting of:

a) depreciation, inherent vice, latent defect, gradual deterioration, wear and tear, frost or change in water table level;

b) faulty or defective design or materials;

c) faulty or defective workmanship, operational error or omission on the part of **you** or on the part of any **employee**;

but this will not exclude subsequent **damage** which itself results from a cause not otherwise excluded.

### 5.2.6 Excluded property

**Damage** to deeds, bonds, coins, money, securities, stamp collections, plans, patterns, designs, documents of title, contracts or other documents, business books or manuscripts or computer records unless described in the specification of **property insured**.

### 5.2.7 Loss of liquid leakage

Loss of any liquid by leakage from the receptacle in which it is contained, but this will not exclude leakage resulting from breakage or **damage** to the receptacle itself.

### 5.2.8 Northern Ireland civil commotion

**Damage** or consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion.

### 5.2.9 Riot, strike or civil commotion

**Damage** contributed to, caused by or arising from riot, strike or civil commotion occurring outside Great Britain, the Channel Islands and the Isle of Man.

## 5.3 Conditions – Section C – Business Equipment 'All Risks'

### 5.3.1 Theft from unattended road vehicle

It is a condition precedent to **our** liability that:

a) all doors and windows and other means of access are securely fastened and locked; and

b) all valuable items are locked in secure compartments and hidden from view; and

c) any security devices for protection of the vehicle are put into full and effective operation.

# 6. General exclusions

This policy does not cover:

**6.1 Allergic reactions**

Any loss, liability, expenses, costs, claim or defence costs which are caused by or contributed to by any treatment given after an allergic reaction to a skin test relevant to that particular treatment.

**6.2 Conventional medicine**

Any loss, liability, expenses, costs, claim or defence costs which are caused by or contributed to by any statutory regulated medical activities of anyone required to be registered with the General Medical Council, General Dental Council, General Pharmaceutical Council or Nursing and Midwifery Council.

**6.3 Cyber risks**

Any loss, liability, expenses, costs, claim or defence costs which are caused by or contributed to by any:

a) **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**; or

b) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **data**, including any amount pertaining to the value of such **data**

regardless of any other cause or event contributing concurrently or in any other sequence thereto, and subject to the provisions below.

Paragraph a) above will not apply to any actual or alleged liability for any ensuing accidental death or accidental **injury** (which for the purpose of this clause shall not include mental injury, mental anguish or nervous shock unless incurred in conjunction with bodily injury) to any person other than an **employee** caused by a **cyber incident**, unless that **cyber incident** is contributed to by a **cyber act**.

This exclusion does not apply to **personal injury** to an **insured person** to which the Personal Accident section of the policy applies.

### 6.4 Exposure to ultraviolet radiation

Any claim or liability arising out of or in connection with the exposure to **ultraviolet radiation**.

### 6.5 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.

### 6.6 Overseas companies

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

### 6.7 Product misuse

Any loss, liability, expenses, costs, claim or defence costs which are caused by or contributed to by any intentional use or misuse of a product contrary to any instructions, recommendations, guidelines, best practice and / or training provided by the product manufacturer and / or relevant professional bodies.

### 6.8 Territorial and jurisdictional limits

Any:

a) negligent acts, errors or omissions, acts of libel or slander, unintentional infringement of any intellectual property right, design right, registered design trademark or patent, unintentional breach of confidentiality or misuse of information committed outside the **territorial limits**.
b) claim brought in any courts outside the **jurisdictional limits**.
c) claim brought in a court of law within the **jurisdictional limits** to enforce a judgment or an order made outside the **jurisdictional limits**.

This exclusion shall not apply to any claim which arises from any **internet-based videos** or **virtual consultations** where the activities are carried out by **you** within the **territorial limits**.

### 6.9 War and terrorism

Any consequence, whether direct or indirect, resulting from or connected with **war**, or **terrorism**, or action intended to control, prevent or suppress any **war** or **terrorism**.

This exclusion does not apply to any indemnity under this policy caused by or contributed to by the diagnosis or treatment of a patient injured as a result of **war** or **terrorism**.

# 7. General conditions

The following conditions apply to the whole policy. Other special conditions that may be applicable to a section of cover will be set out in the section of cover.

### 7.1 Change in circumstances

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

Upon notification of any such change **we** 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 **us** then **we** are under no obligation to agree to make them and may no longer be able to provide **you** with cover.

If **you** do not notify **us** of any such change **we** may exercise one or more of the options available to **us** under the Insurance Act 2015, but only with effect from the date of the change in circumstances or material facts.

### 7.2 Discharge of liability

**We** may at any time pay to **you** 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, **we** relinquish the conduct and control of and will 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.

### 7.3 Self-employed individuals

It is a condition precedent to liability that all self-employed individuals:

a) are suitably qualified for the treatments, therapies and/or advice they provide; and

b) maintain their own individual professional indemnity insurance in respect of those treatments, therapies and/or advice.

### 7.4 Fair presentation of the risk

It is important that **you** have made a fair presentation of the risks which are insured by the policy, in accordance with the terms of the Insurance Act 2015.

**Your** obligations in this regard, and our rights, are as set out in the Insurance Act 2015. **We** would advise **you** to obtain full details from **your** broker.

If **you** have failed to make a fair presentation of the risk, this could lead to a reduction in the amount for which **we** will indemnify **you**, no payment being made under the policy, or the policy being treated as never having come into force in the first place, depending on the circumstances.

### 7.5 Fraudulent claims

If **you** or anyone acting on **your** 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 **you** or anyone acting on **your** behalf or in connivance with **you** deliberately caused; or

e) realises after submitting what **you** reasonably believed was a genuine claim under this policy that **you** have not suffered any loss or damage, and then fails to tell **us** that **you** has not suffered any loss or damage; or

f) suppresses information which **you** know would otherwise enable us to refuse to pay a claim under this policy

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

**We** may also notify **you** that **we** 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 **we** terminate this policy under this condition **you** will have no cover under this policy from the date of termination and will 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 **you** 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.

### 7.6 Needling

The following conditions apply in respect of any treatment involving derma rolling, microneedling, collagen stimulation therapy and blood letting:

a) A new tip is used for each new client and is allocated to that client only by a numbering system. Such tips are to have been irradiated before delivery to the salon by the supplier or maker.

b) After each use such items are to be sanitized according to the maker's specifications and instructions.

c) Client to be given reasonable pre and post treatment information as to potential side effects and aftercare instructions.

d) Consultation and consent forms signed by the client and be kept for a minimum period of 7 years.

e) Manufacturer's guidance and recommendations to be followed.

### 7.7 Other insurances

If at any time any claim arises under this policy there be any other insurance covering the same liability, **we** shall not be liable to pay or contribute more than **our** rateable proportion of any such claim and **costs and expenses** in connection therewith.

### 7.8 Sanctions

Notwithstanding any other terms of this policy, **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any **business** or activity of **yours** would violate any applicable trade or economic sanctions law or regulation.

### 7.9 Third party rights

No third party will be able to enforce any rights under this policy.

### 7.10 Use of electrical and/or mechanical equipment

It is a condition of this insurance that **you** only use equipment that:

a) bears a CE/UKCA marking signifying its compliance with European Union/British legislation and standards;
b) is used solely for its intended function and not adapted for any other purpose;
c) is serviced and maintained in accordance with the manufacturer's recommendations; and
d) comprises only manufacturer-approved parts and accessories.

BALENS

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