

**Policy for Members of
INDEPENDENT PROFESSIONAL
THERAPISTS INTERNATIONAL**

***MALPRACTICE AND
PROFESSIONAL LIABILITY POLICY
INCLUDING PUBLIC AND
PRODUCTS LIABILITY***

The policy has been arranged by IPTI and placed through DSC Insurance Services. DSC Insurance Services is a trading style of DSC-Strand Ltd, which is authorised and regulated by the Financial Services Authority with FSA reference number 310238

NOTE: This is a “Claims made” insurance covering only Claims made during the Period of Insurance.

This insurance is administered by IPTI on behalf of the Insurer.

The Proposal shall (together with any other information supplied by the Insured to the Insurer) form part of the contract between the Insured and the Insurer.

In return for payment of the premium by the Insured to the Insurer the Insurer will provide the insurance described herein subject to the provisions set out in this Policy.

INSURING CLAUSES

The Insurer, to the extent and in the manner hereinafter provided, hereby agrees to indemnify the Insured against all sums, including Claimants costs, which the Insured shall become legally liable to pay as damages arising out of:

A. MALPRACTICE & PROFESSIONAL LIABILITY

Any Claim first made against the Insured during the Period of Insurance arising from any negligent act error or omission committed by the Insured in the course of services or contractual obligations undertaken by the Insured to a patient or patients and/or client or clients in the course of the Insured's Profession or in the provision of Good Samaritan Acts.

B. PUBLIC LIABILITY

Any Claim first made against the Insured during the Period of Insurance arising from any bodily injury, mental injury, illness, disease, death, wrongful arrest or false imprisonment of or to any person, or loss of or damage to tangible property of any person in connection with the Insured's Profession including the provision of food or drink. Cover hereunder includes any Claim made as a result of accidental bodily injury arising out of the ownership, possession or use of the premises used by the Insured for the Insured's Profession.

C. PRODUCTS LIABILITY

Any Claim first made against the Insured during the Period of Insurance arising from any bodily injury, mental injury, illness, disease or death or loss of or damage to tangible property arising out of any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured in connection with the Insured's Profession.

DEFENCE COSTS AND EXPENSES

Insurers will also pay in addition all defence costs and expenses (including Claims handling) incurred with their consent, such consent not being unreasonably withheld.

PROVIDED ALWAYS THAT

- (a) such Malpractice, Professional Liability, Public Liability or Products Liability results in a Claim being made against the Insured during the Period of Insurance and of which immediate notice has been given in accordance with Condition Precedent 2.
- (b) there shall be no liability hereunder for any Claim made against the Insured for Malpractice, Professional Liability, Public Liability or Products Liability which occurred prior to the Retroactive Date stated in item 7 of the Certificate of Insurance.
- (c) for the purpose of determining the Limit of Indemnity and Excess applicable, any Claim which is based upon combined allegations of Malpractice, Professional Liability, Public Liability or Products Liability, or separate allegations arising out of the same circumstances, shall be dealt with as though it were one Claim and limited to the amount of the Limit of Indemnity stated in item 3 of the Certificate of Insurance and to a single Excess.

DEFINITIONS AND INTERPRETATIONS

1. "Claim" means any of the events following which the Insured is required to give notice to the Insurer in accordance with Condition Precedent 2.
2. "Documents" means deeds, wills, agreements, maps, plans, records (other than computer data), books, letters, certificates, forms and documents of any nature whatsoever, whether written or printed (other than bearer bonds, coupons, bank-notes, currency notes and negotiable instruments).
3. "Excess" means the first amount of any Claim under Section 2 All Risks, that the Insured shall bear uninsured.
4. "Good Samaritan Act" means treatment administered at the scene of a medical emergency, accident or disaster by the Insured who is present either by chance, or in response to an S.O.S call following a disaster.
5. "the Insured" means the person named in item 1. of the Certificate of Insurance.
6. "Insured's Profession" shall mean the business, profession or services undertaken in order to provide the therapies/treatments denoted by the treatment numbers shown in item 4 of the Certificate of Insurance
7. "the Insurer" means Novae Underwriting Limited underwriting for certain underwriters at Lloyd's, whose registered address is at 71 Fenchurch Street London EC3M 4HH
8. "Limit of Indemnity" shall mean that amount set forth in item 3 of the Certificate of Insurance.
9. "Period of Insurance" means the period of insurance stated in item 9 of the Certificate of Insurance and any subsequent period for which the Insured pays and the Insurer accepts the premium.
10. Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender include all genders.
11. "Proposal" means all the information supplied to the Insurer (whether by written, electronic or any other means) which it is hereby agreed is the basis of this Policy.

SECTION 1 – MALPRACTICE, PUBLIC & PRODUCTS LIABILITY

LIMIT OF INDEMNITY

The liability of the Insurer under this Policy for all damages including Claimants costs and expenses incurred in respect of any Claims or any number of Claims first made against the Insured in any one Period of Insurance shall not exceed the Limit of Indemnity.

In addition, the Insurer will pay defence costs and expenses incurred with the Insurer's consent.

The Insurer shall not be obligated to pay any Claim, judgement or award, or to undertake or continue defence of any suit or proceeding after the Limit of Indemnity has been exhausted by payment of judgements, awards or settlements, or after deposit of the applicable Limit of Indemnity in a Court of competent jurisdiction, and that in such a case, the Insurer shall have the right to withdraw from the further defence thereof by tendering control of said defence to the Insured.

LIMIT OF INDEMNITY - ADVANCED ELECTROLYSIS

The liability of the Insurer shall not exceed £500,000 in the aggregate including costs and expenses during any one Period of Insurance arising from or relating to Advanced Electrolysis. Any payment made in respect of Advanced Electrolysis shall erode the Limit of Indemnity stated in item 3 of the Certificate of Insurance.

OPTIONAL EXTENSION 1

The following Extension is only operative where it is shown as 'Included' at item 6 on the Certificate of Insurance, and the Insured has paid the appropriate additional premium

The Limit of Indemnity in respect of Public and Product Liability is increased to £5,000,000

The Limit of Indemnity in respect of Malpractice and Professional Liability remains as stated on the Certificate of Insurance.

EXCLUSIONS

The Insurer shall not be liable for:

1. any Claim arising from activities that are not related to the Insured's Profession
2. any Claim arising out of any circumstance or occurrence notified under any insurance attaching prior to the inception of this insurance or which should have been so notified, or any other circumstance or occurrence that a reasonable person would believe could give rise to a Claim under this Policy which were or ought to have been known to the Insured prior to the inception of this Policy.
3. any Claim arising from any circumstance or occurrence which has been notified under any insurance incepting prior to this Policy.
4. any Claim in respect of which the Insured is entitled to indemnity under any other insurance except in respect of any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.
5. any Claim made upon the Insured for work carried out by the Insured for and in the name of any other company or association of which the Insured forms part for the purpose of undertaking a partnership or forming of a limited company UNLESS the Insurer's agreement has first been obtained and an endorsement made upon this Policy and such other terms and conditions as may be imposed been accepted.

6. any Claim arising out of a specific liability assumed by the Insured under contract which goes beyond the duty to use such skill and care as is usual in the exercise of the Insured's Profession UNLESS the Insurer's agreement has first been obtained and an endorsement made upon this Policy and such other terms and conditions as may be imposed been accepted.
7. any Claim arising out of the failure of any product (or any part thereof) to fulfil the purpose for which it was designed, or to perform as specified, warranted or guaranteed except as may be covered under Insuring Clause C of this Policy.
8. any Claim made against a director or an employee of the Insured, serving in a managerial or executive capacity, which shall be defined as an "Officer", by any third party arising solely and directly from a breach of any duty as an Officer.
9. any Claim by any person for bodily injury, mental injury, disease or death incurred contracted or occurring while under a contract of service or apprenticeship with the Insured, or for any breach of any obligation owed by the Insured as an employer to any employee, or past employee or prospective employee. However, this exclusion shall not apply to any Claim arising out of any bodily injury, mental injury or death of any employee which is caused by any negligent act, error or omission of the Insured, where the employee is being treated as a patient of the Insured when such Claim is brought in that capacity and when such treatment is for matters unrelated to the patient's employment.
10. any Claim directly or indirectly caused by or contributed to by:
 - (a) any dishonest, fraudulent or criminal act or omission of the Insured and/or any employee of the Insured
 - (b) the performance of the Insured's Profession whilst the Insured or any employee of the Insured is under the influence of intoxicants or narcotics.
11. any Claim or loss arising from any of the following:
 - (a) the failure of any program, instruction or data for use in any computer or other electronic processing device, equipment or system to function in the way expected or intended;
 - (b) the failure of any plant and/or machinery, including without prejudice to the generality of the foregoing any computer, data processing equipment or media, microchip, integrated circuit, or similar device, or any software, whether the property of the Insured or of any third party, correctly to recognize any date;
 - (c) the transmission or receipt of any virus, program or code that causes loss or damage to any computer system and/or prevents or impairs its proper function or performance; or
 - (d) business conducted and/or transacted via the Internet, Extranet, and/or via the Insured's own website, Internet site, web-address and/or via the transmission of electronic mail or documents by electronic means. This Exclusion shall not apply if the Insured can prove, to the reasonable satisfaction of the Insurer, that the liability to the Insured would have attached in the absence of the fact that the business was conducted and/or transacted via the Internet, Intranet, Extranet and/or via the Insured's own website Internet site, web-address and/or the transmission of electronic mail or documents by electronic means.

12. any Claim arising from the ownership, possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by law, other than Claims arising from any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
13. any Claim arising from the ownership, possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft, other than Malpractice and or Professional Liability arising from the emergency transportation of any patient accompanied by the Insured.
14. any Claim arising from damage to property owned leased or hired or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control except clothing or personal effects, or as may be covered under General Policy Memorandum number 4. applying to Insuring Clauses B and C.
15. any Claim:
 - (a) directly or indirectly caused by seepage, subsidence, pollution or contamination.
 - (b) involving the cost of removing nullifying or cleaning-up seeping polluting or contaminating substances.
16. any taxes, fines, penalties or punitive, exemplary or other non-compensatory damages of any kind.
17. the Excess.
18. any Claim or liability arising from Hepatitis or any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HTLV 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 any syndrome or condition of a similar kind however it may be named.
19. any Claim arising out of the failure and / or non-performance of computer software and/or hardware where the circumstances giving rise to the Claim in whole or part relate to or directly or indirectly arise from or are contributed to by the failure of any computer or data processing hardware (including any product incorporating embedded date logic) or any software to comply with the British Standards Institution definition and rules of Year 2000 conformity set out is DISC PD2000-1.
20. any Claim or loss arising from any Claim first made within the United States of America or Canada or any territories under the jurisdiction of the United States of America or Canada or under the laws of the United States of America or Canada, or for the enforcement of a judgement obtained in such countries or under such laws, or any Claim or loss arising from work carried out in places of business of the Insured situated in the United States of America or Canada.
21. any Claim arising out of or relating directly or indirectly to the insolvency or bankruptcy of the Insured.

22. any Claim for passing off or breach of any copyright, patent or other intellectual property right.
23. any Claim arising out of the Data Protection Acts 1984 and/or 1998.
24. any Claim arising out of the failure to arrange and/or maintain insurance.
25. any Claim or liability arising from any unlawful detention in breach of the Mental Health Act 1983, the Human Rights Act 1998 or common law.
26. any Claim made against any Registered Medical Practitioner, including but not limited to any surgeon, physician, doctor, dentist, nurse, midwife or anaesthetist, alleging any act, error or omission committed in the course of their duties/activities as qualified medical practitioners.
27. any Claim alleging sexual harassment and/or sexual molestation and or sexual and/or racial discrimination.
28. any claim or loss directly or indirectly arising from treatment or advice in connection with any under-aged person, which for the purposes of this exclusion is deemed to be a person, who at the time of any treatment or advice being carried out upon them has not attained the age of 16 years.

This exclusion will not apply if:

- (a) the under-aged person's parent/s or guardian/s have consented to such therapy(ies) and are present at all times whilst such therapy(ies) are being administered
 - (b) the treatment involves Yoga, Tai Chi or Relaxation classes specifically arranged for under-aged persons
29. any Claim or loss directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from under any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 30. any Claim arising from war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by, or under the order of, any government or public or local authority.
 31. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Insurer alleges that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

32. any Claim in respect of loss or damage to customers property arising from Spray-on tanning (treatment 278).
33. any Claim in respect of any Treatment not included on the Treatment list.
34. any Claim arising from the use of products containing Retin-A or a concentration of Glycolic and other Alpha-Hydroxy acids in excess of 10% by volume unbuffered/unesterified or in excess of 30% by volume buffered/esterified (treatment 402).
35. any Claim arising from the use of Henna products containing Paraphenylen Diamine (PPD) (treatment 271).
36. any Claim arising from the ingestion of aromatherapy oils (treatment 1 & 301).
37. any Claim arising from or relating to any animal with a value in excess of £5000 (treatments 161,162,163 &164).
38. any Claim arising from or relating to bloodstock and/or specialist breeding animals(treatments 161,162,163 &164).
39. any Claim for, arising out of or in any way related to:
 - a) Direct Moxibustion (treatment 143)
 - b) The provision of Moxibustion and/or heat therapy in relation to the correction of breech presentation in pregnant women

“Direct Moxibustion” is deemed to include but is not limited to scarring and/or non scarring moxibustion.
40. any Claim arising from or relating to any product or medication which comprises of or contains any substance derived from an animal, flora or fauna which is categorised as being within the rates of “vulnerable” to “critically endangered” by the International Union for the Conservation of Nature (I.U.C.N)
41. any Claim arising from or related to hypnosis and/or hypnotherapy performed in whole or in part for any purpose other than the treatment of the patient.

42. any Claim arising directly or indirectly in connection with any herb or ingredient prohibited by the Medicines and Healthcare Products Regulatory Agency and/or The Irish Medicine Board and/or is a herbal ingredient that has not been used in accordance with the Restricted Use conditions applied by the Medicines and Healthcare Products Regulatory Agency.
It is warranted that all herbal products and/or ingredients are purchased from approved suppliers of the Register of Chinese Herbal Medicine and/or Chinese Medicine Association of Suppliers.
43. any Claim arising out of wart and/or mole removal.
44. any Claim arising from or relating to blood flushing associated with Thai Massage (treatment 13) and/or Abdominal and Colon Massage (treatment 15).
45. any Claim from or relating to urine treatment and/or surgery associated with Ayurveda.
47. any Claim arising from or relating to any activities undertaken for or on behalf of or in connection with the Ministry of Defence.
48. any Claim arising from or relating to professional sports persons for treatments of Sports Massage, Sports Therapy, Sports Injury Treatments and Remedial Massage without the approval of the insurer (treatments 34, 37, 38, 39, 88 & 302)
49. any Claim arising from or relating to any form of psychic reading.
50. any Claim arising from or relating to Life Coaching assessment and/or recommendation of the suitability of employees (treatment 125).
51. any Claim arising from or relating to any profit and/or costs forecast, whether specified or implied associated with the provision of Life Coaching (treatment 125).
52. any Claim arising from or relating to Lymphedema (treatment 15).
53. any claim/s or allegation/s arising from or relating to any medical advice and/or alteration to or interference with any medication, treatment or prescription. This exclusion applies to Health Creation Mentoring (treatment 126). This exclusion shall not apply to general lifestyle and/or healthy eating advice.

APPROVED TREATMENT LIST

Lists 1, 2, 3 and 4 forming part of and attaching to the Policy

In the name of Independent Professional Therapists International

LIST 1 - GROUP 1

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|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Aromatherapy, Kats Eye Blends | 20 | Thermo Auricular Therapy – Biosun, Otosan or Wally's Ear Candles only |
| 2 | Alexander Barrie Pelvic Correction | 21 | The Rosen Method |
| 3 | Alexander Technique/Body Stress Release | 22 | Antanea Technique |
| 4 | Bio-Dynamic Therapy | 23 | Neuroskeletal Re-Alignment Therapy |
| 5 | Body Harmony | 24 | Crystal Wand Massage |
| 6 | Bowen Technique, Neurostructural Integration Technique, Neuro-muscular Transmission 'M' Technique, | 25 | Spinal Reflexology, Breuss Spinal Massage, Dorn Method |
| 7 | Hyperton X | 26 | Tactile Stimulation |
| 8 | Holistic and Swedish Massage, Slavic Massage, Massage in Schools programme, Balinese Massage; Raindrop Therapy and Vitaflex Technique, Trigger Point Therapy, No Hands Massage, Herbal Compress Massage, Hot Stone Massage, Lomi Lomi (Hawaiian) Massage, Deep Stone Therapy, Physical Body Therapy, Horstmann Technique, Warm Bamboo Massage | 27 | Kansa Varki Foot Massage, Foot Reflex Massage, Egyptian Hand & Foot Massage, Jiao Qi Massage |
| 9 | Indian Head Massage and Face and Daoyin TAO Massage, Tibetan Acupressure Head Massage, Facial Harmony, Facial Radiance, Remedial & Aromatic Massage of Head, Face & Neck, Egyptian Rejuvenating Face Massage | 28 | |
| 10 | On-Site Massage | 29 | |
| 11 | Infant Massage, Lazy Daisy, Rhythm Kids, Massage in Pregnancy | 30 | G5 and other Mechanical Massage Equipment Pressotherapy Nordic Couch, Hivamat 200, Sun Ancon Chi Massage, Zen Chi Relaxerciser, Deep Oscillation Therapy |
| 12 | Sun-Ji Massage | GROUP II | |
| 13 | Thai Massage, Seated Thai Massage, Thai Foot Massage, Tok Sen | 31 | Aerobics; Body Balance |
| 14 | Tuina Massage, Mongolian Sky Energy Massage, Mongolian Koyashai Massage, Mongolian Hot Milk Massage | 32 | Aromasport Treatments |
| 15 | Lymph Drainage Massage, Gaia Form Lymph Drainage Bodygold machine, Abdominal & Colon Massage | 33 | Dance and Drama Therapy, Body Voice, The Lebed Method, Yoga Meets Dance, Chakra Dancing |
| 16 | Reichian Therapy | 34 | Fitness Training, Exercise Fit Kid Training, Chair Based Exercise, Nordic Walking |
| 17 | Shiatsu, Anma and Setai, Japanese Face Massage | 35 | Kyuyo |
| 18 | Hydrotherm | 36 | Music and Movement, Biodanza, Music & Movement for Toddlers, Nia |
| 19 | Chavutti Thirumal (Kalari Payattu) | 37 | Sports Massage |
| | | 38 | Sports Therapy, Vertebral Mobilisation |
| | | 39 | Sports Injury Treatments |
| | | 40 | Tai Chi/Qi Gong/Tai Ji Quan/Tai Ki Do, Budokon, Chun Yuen Quan, Shibashi |
| | | 41 | Yoga, Power Chiyoga, Perinatal Yogacise, Sun Aqua Yoga, Hasya Yoga, Laughter Yoga |
| | | 42 | Pilates, Gyrokinesis, Breema Bodywork |
| | | 43 | Slimming Classes |
| | | 44 | Bates Method, Iridology |

45	Buteyko	79
46	IRMT Remedial Back Therapy	80
47	Martsiage	
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GROUP III		
51	Cranial Sacral Therapy	
52	Jin Shin Jyutsu	
53	Kinesiology, Touch for Health, Health Kinesiology, Educational & Creative Kinesologies, N.O.T.	
54	Metamorphic Technique	
55	Spinal Touch Therapy	
56	Feldenkrais/Movement Integration/Trager Therapy	
57	Bio-Energetic Health System	
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GROUP IV		
61	Acupressure, Haihua Electromagnetic Audio Wave Acupressure	
62	Auriculotherapy	
63	Buqi	
64	Polarity Therapy	
65	Rebalancing Therapy	
66	Reflexology, Facial Reflexology, Baby Reflex, Hot Stone Reflexology	
67	Zen Therapy	100
68	Zero Balancing	
69	Energy Field Therapy	
70	Meridian Therapies/Thought Field Therapy, The Engery Cone Technique, Tapas Acupressure Technique, EFT	
71	Myotherapy Myoreflex Therapy	
72	Subtle Integration Therapy	
73	Korean Hand Massage, Japanese Hand Massage, Malaysian Aman Muka Massage	
74	Mace Energy Method	
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GROUP V		
81	Aura-Soma	
82	Colour Therapy and Electronic Gem Therapy	
83	Crystal Therapy, Assemblage point location, Shifting, Orion Parallel Healing, Shan'ysy	
84	Cymatics	
85	Intra-Sound	
86	Magnetic and Bio-Magnetic Therapy Including Magnetech, Bio Lamp Therapy	
87	Pulsing	
88	Ultra Sound Treatments, PTC Vision 4100, Inverse Wave Therapy	
89	Vibro-Acoustic Therapy, Harmonic Healing, Sound Healing	
90	Colour Puncture, Colour Light Therapy, Colour Light Therapy	
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GROUP VI		
101	Cross Colour Healing	
102	Dr. Bach and Other Flower Remedies, Therapeutic Dowsing, Homeopathy, Herbalism	
103	Emotional Healing, Shen Therapy Kairos Journey Emotional Release Therapy, Reference Point Therapy, Z Point	
104	Esoteric Healing, Vortex Healing; Isatreya Past Life Healing, Sacred Esoteric Healing	
105	Life-Force Healing	
106	Prana Healing	

- 107 Reiki, Radiance, Seichem, Body Talk, Prismology, Integrated Energy Therapy, Bi-Aura Therapy, DNA Healing, Body Alignment Technique, Vortex Alignment Technique, Reyad Sekh Em, The Power of Unconditional Love Hands On Healing, Omni Healing, Theta Healing, Kha Sekh Em, Tibetan Healing Energy, Body Spin, Sah Krhem, SourceSTAR, Isis Healing
- 108 Self Healing, The Meir Schneider Method, Energy Interference Patterning, Resonance Repatterning, Transference Healing
- 109 Spiritual Healing, Angel Therapy, Reconnective Healing, Rainbow Path, Soul Healing; Rahanni Celestial Healing, Shefa Healing, Lightbody Integration, Ilahinoor, Unfolding Enlightenment
- 110 Clinical ecology
- 111 Quantum-Touch
- 112 Setsukido
- 113 Creative Healing
- 114 Chakra Healing , Energy Healing, Healing Rod Therapy, Rainbow Healing, Waveform, Energetic Cellular Healing, Energy for Life, Zimbate Healing
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GROUP VII

- 121 Art Therapy
- 122 Counselling/ Personal Development Training, Metaphysical Practitioner
- 123 Hypnotherapy including Smoking Cessation
- 124 Music Therapy, Kindermusik, Therapeutic Drumming
- 125 Neuro-Linguistic Programming/Life Skills Coaching, Raviv Method, Well Being Coaching, Emotional Literacy, The Working Coach, Transformational Game Workshops, The Option Process, Heal your Life, Mind Detox Method, Love Heals

- 126 Stress Management/Meditation, Autogenic Therapy, Guided Imagery, Colour Breathing, Relax Kids, Body-Light Workout, Learning To Relax, Health Creation Mentor, Mind over Matter Healing
- 127 Numerology
- 128 Perceptual Enrichment Programme
- 129 Feng Shui - Public Liability only, Space Clearing – Public Liability only
- 130 Birth Doula (emotional support only) & Natural Childbirth, Hypnobirthing, Natal Hypnotherapy
- 131 Inter Faith Ministry
- 132 Assertiveness Training
- 133 Em-Power Therapy
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GROUP VIII

- 141 Dietary/Nutrition Advice (in association with other treatments) including Relaxation Diet and intolerance testing with Vega equipment Best System, Avatar, Rayocomp PS100, Bicom; Bio-Resonance Rayonex PS10, PS 100 & PS1000, Vantage
- 142 Hydrotherapy
- 143 Moxibustion
- 144 First Aid Training
- 145
- 146 Supervision or use of, Floatation tanks, Spa and Jacuzzi Treatments, Shmeising
- 147 Toning Tables, Infra-red therapy equipment, Infra-Red Cabins, Sanet Merid, Qi Master, Scalar Wave Laser, CLRT
- 148 TENS Treatments, Skenar, Acupoint. Energyscan QXCI, ACMOS, Equinox, E-Libra 8, Interex 5000, E-Lybra 8, Healthpoint, SC10, Bio-Photon Coherency Therapy, Nutri-Energetics System, Asyra AT3, Core System
- 149 Aqua Detox, Bio Detox, Bioenergy Detox, Bio-Sync Detox, Dr Dtox,Platinum Detox, Hyda Detox, Bio-Energiser Detoxifier

150 Inversion Table

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GROUP IX

161 Bowen for Horses

162 Equine Aromatherapy

163 Equine Massage

164 Reiki for Animals/Animal links

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LIST 2 BEAUTY THERAPY

271 Beauty Treatments Including

Cleansing

Cosmetic Camouflage

Depilation Including Waxing, Sugaring

Dietary/Nutritional Advice (associated with other treatments)

Ear Piercing in Soft Non-Cartilaginous

Portion of Earlobe

Eyebrow Shaping

Eyebrow and Lash Tinting

Eyelash Perming

Faradic Treatments

Galvanic Treatments

Henna Art

High Frequency Treatments

Infra-Red Treatments

Jinnylash

Lymph Drainage

Make-Up

Manicure

Masks

Massage-Facial

Massage-Body

Massage-Machine Aided

Nora Bode Oxyjet

Paraffin Wax treatments

Pedicure

Physical Exercises

Scrubs

Sea Spa

Threading

Vacuum Suction Treatments

Tooth Jewels - application of approved products

Wrapping Treatments

272 Electrical Epilation including Blend Galvanic Short Wave Diathermy and Tweezer Methods - excluding the Treatment of Warts Moles Skin Tags Spider Naevi and/or Thread Veins

273 Colour Analysis and Make-Up, Image Consultancy

274 Nail Treatments including Application of False Nails Nailbuilding Decorating and Sculpting

275 Rejuvenessence

276 Celluwave

277 CACI Futurtec, Perfector

278 Spray Tanning

279 Hairdressing - Including cutting, permanent Waving, colouring, washing, setting, drying, shaving & clip-in hair extensions

LIST 3 TREATMENTS

301 Aromatherapy - Clinical

302 Fitness Training and Physical Exercise with use of Hand Weights and Gymnasium Equipment, Gyrotronic Expansion System (GXS), Yamuna Body Logic, Yamuna Body Rolling

303

304 Re-Birthing, Healing Breathwork

305 Yoga - Phoenix Rising Therapy, Baby Yoga

306	Auricular Acupuncture	419
307		420
308		421
309		Equine Therapies (Pat Ki)
310		

	THE TEACHING OF WORKSHOPS/ PRACTITIONER LEVEL COURSES AS AN INDIVIDUAL TUTOR
500	Teaching

**LIST 4 SPECIALIST TREATMENTS
SUBJECT TO INDIVIDUAL
SUPPLEMENTARY PREMIUM
CHARGES**

401	Epilation and Advanced Electrolysis - Treatment of Telangiectasia and Naevi and removal of Milia and Pedunculated Papillomas only.
402	Microdermabrasion, Skin Peeling.
403	Sauna & Steam Bath
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406	Rolfing
407	Postural Integration and Myofascial Integration
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SECTION 2 - ALL RISKS COVER FOR EQUIPMENT AND PRODUCTS

A Indemnity

The Insurer shall indemnify the Insured against loss of or damage to the property specified in the Certificate of Insurance by any accident or misfortune occurring anywhere within the Territorial Limits and for up to 14 consecutive days elsewhere in the world. This section is only operative when the Limit of Indemnity is stated in item 8 of the Certificate of Insurance, and the Insured has paid the appropriate additional premium.

Excluding

- a) the first £200 of each Claim.
- b) loss or damage by theft or any attempt thereat not involving entry to or exit from the Premises by forcible and violent means.
- c) any property otherwise insured.
- d) loss or damage arising from wear and tear or from any process of cleaning, dyeing, restoring, adjusting or repairing.
- e) loss or damage arising from or attributable to the action of light or atmosphere, moths parasites, vermin, corrosion, dampness, marring, scratching, bruising or deterioration.
- f) loss or damage (other than by fire) to any machine or apparatus arising from mechanical or electrical breakdown or derangement or arising from adjustment, maintenance or repair.
- g) erasure or distortion of information on computer systems or their records.
- h) loss by official confiscation or detention.
- i) loss of or damage to money, documents, securities, motor vehicles, caravans, boats, cycles, household goods, sports equipment or contact or corneal lenses.
- j) loss or damage by theft from an unattended motor vehicle unless
 - i) it is securely locked at all points of access.
 - ii) in a saloon car all stock and equipment is kept in a locked boot.
 - iii) in an estate car, van or hatchback all stock is concealed from view.
 - iv) an anti-theft alarm is fitted and such alarm is in full and effective operation.
- v) stock and equipment is removed from any unattended motor vehicle outside Business hours and kept in the Insured's locked Premises or locked private dwelling house, unless the unattended vehicle is kept in a locked garage.
- vi) loss of or damage to any item exceeding £500 unless specified in the proposal.

B Reinstatement

Claims will be settled on the basis of the cost of repair or current replacement value without deduction for wear and tear provided that all necessary repairs or replacements are carried out without delay.

C Condition of Average

If at the time of any loss or damage the value of the Property insured is greater than the sum insured, the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly.

D Limit of Liability

Subject to the provisions of E Automatic Reinstatement of Sum Insured the maximum amount payable during any Period is the Sum Insured shown in the Certificate of Insurance for Section 2 not exceeding £5,000.

E Automatic Reinstatement of Sum Insured

In the event of a loss, the Sum Insured shall not be reduced by the amount of such loss provided that the Insured shall pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the Period of Insurance.

ADDITIONAL DEFINITIONS APPLYING TO SECTION 2 ONLY

1. "Premises" means the Premises declared by the Insured to Independent Professional Therapists International, including private dwelling rooms and its outbuildings on the same site.
2. "Property" means material property.

ADDITIONAL GENERAL EXCLUSIONS TO SECTION 2 ONLY

This Policy does not cover -

1 **Pressure Waves**

Loss, destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

2 **War and Nuclear Risks**

- a) loss or destruction of or damage to any Property whatsoever or any loss or expense whatsoever caused by or arising from or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or arising from
 - i. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- b) any contingency occasioned by or happening through war, invasion, act of foreign enemy, hostilities, (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power

3 **Requisition or Confiscation of Property**

Loss or damage occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority

4 **Heat Processes**

Loss or damage to Property due to its undergoing any process necessarily involving application of heat

5 **Electrical Plant**

Damage to or destruction of any electrical plant or electrical appliance (ie dynamo transformer motor or other working electrical machinery apparatus or fittings) directly caused by its own over-running short-circuiting excessive pressure or self-heating. However; should fire extend to and damage or destroy any other part of the plant or appliances or other Property insured hereunder such damage or destruction is not excluded by the Policy

6 **Date Recognition**

Any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment, data processing service, product, microchip, microprocessor, integrated circuit, embedded chip or similar device, computer software program or process or any other electronic device, computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing, irrespective of ownership, possession or use and whether occurring before during or after the Year 2000

- i. correctly to recognise any date as its true calendar date
- ii. to capture, save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

- iii. to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date but this shall not exclude in respect of Section 2 All Risks subsequent loss or damage not otherwise excluded which itself results from fire, lightning, explosion, theft, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal provided such contingency is insured by this Section
- iii. to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date
but this shall not exclude in respect of Section 2 All Risks subsequent loss or damage not otherwise excluded which itself results from fire, lightning, explosion, theft, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal provided such contingency is insured by this Section

ADDITIONAL GENERAL CONDITIONS TO SECTION 2 ONLY

1 Policy Terms

It is a condition precedent to any liability on the part of the Insurer under this Policy that the terms hereof so far as they relate to anything to be done or complied with by the Insured are duly and faithfully observed and fulfilled by the Insured and by any other person who may be entitled to be indemnified under this Policy

2 Minimum Standards of Security

It is a condition precedent to the Insurer's liability for loss destruction or damage by theft or any attempt thereat that the following minimum level of security (or alternative security protections as agreed in writing by the Insurer whether following a survey or otherwise) is installed at the Premises and put into effect whenever the Premises is left unattended

- a) the final exit door of the Premises is to be fitted with a mortise deadlock which has 5 or more levers and/or conforms to BS3621 A matching boxed striking plate must also be fitted
- b) all other external doors and all internal doors giving access to any part of the building not occupied by the Insured for the purpose of the Insured's Profession are to be fitted with either
 - i) a mortise deadlock which has 5 or more levers and/or conforms to BS3621 with a matched boxed striking plate as specified above
- or
- ii) two key operated security bolts for doors one fitted approximately 30 cm from the top of the door and the other 30 cm from the bottom
- c) aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortise deadlocks
- d) all opening external basement ground floor and other accessible (accessible being a window that can easily be reached such as a window adjacent to a flat roof or a fire escape, balconies, canopies or down pipes) windows, fanlights, rooflights and skylights are to be fitted with key operated window locks. This requirement does not apply to windows protected by solid steel bars weldmesh or expanded metal grilles securely fixed to the brickwork surrounding the window

- e) any door or window officially designated a Fire Exit by a fire authority is excluded from the above requirements these are to be secured internally by panic bolts or fire exit bolts (capable of opening at all times) any additional devices must be approved by the local Fire Prevention Officer

3 Reasonable Precautions

The Insured shall

- a) take all reasonable precautions to prevent loss or damage which may give rise to Claim under this Policy
 take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority
 forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require

4 Notification & Control of Claims

In the event of any loss or damage which may give rise to a Claim under this Policy the Insured shall

on the happening of any loss or damage to Property give immediate notice in writing to Insurers or to Independent Professional Therapists International and shall at their own expense within thirty days after the happening of such loss or damage deliver to the Insurer or to Independent Professional Therapists International a claim with such detailed particulars and proofs as may be reasonably required. In the case of malicious damage or loss or damage by theft or any attempt thereat the Insured shall also give immediate notice to the police

make or give no admission, offer, promise, payment or indemnity without the written consent of the Insurer

not incur any expense in making good any damage without the written consent of the Insurer or Independent Professional Therapists International and shall not negotiate, pay, settle, admit or repudiate any Claim without that consent

and

- a) the Insurer shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any Claim or to prosecute in the name of the Insured at its own expense and for its own benefit any Claim for indemnity or damages or otherwise
 b) the Insurer shall have full discretion in the conduct of any proceedings and in the settlement of any Claim
 c) the Insured shall give all information and assistance the Insurer may require

5 Fraud

If a Claim is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on their behalf to obtain any benefit under this Policy or if any damage is occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited

6 Contribution

If at any time of any loss damage or liability arising under this Policy there shall be any other insurance covering such loss, damage or liability or any part thereof, the Insurer shall not be liable for more than its proportional share thereof

7 The Insurers Right

The Insurer shall be entitled -

- a) on the happening of any loss or damage to enter any building where such loss or damage has happened and to take and keep possession of the Property insured and to deal with salvage in a reasonable manner and this Policy shall be proof of leave and licence for such purpose but the Property may not be abandoned to the Insurer

- b) at its option to either
 - i. repair or replace the Property or any part of the Property for which it may be liable under this Policy

or

 - ii. make payment in money to the Insured in lieu of such repair or replacement.

Reinstatement effected as nearly as may be reasonably practicable shall be deemed a complete indemnity under this Policy

- c) to undertake in the name and on behalf of the Insured the absolute conduct control and settlement of any proceedings and to take proceedings at its own expense for its own benefit but in the name of the Insured to recover compensation or secure an indemnity from any third party in respect of anything covered by this Policy

8 Discharge of Liability

The Insurer may pay the Limit of Indemnity or any lesser sum for which any Claim or Claims against the Insured can be settled and the Insurer shall be under no further liability in respect of such Claim or Claims except for costs or expenses incurred prior to the date of such payment

9 Other Insurances

The Insurer will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this Policy be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected

10 Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions. 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

CONDITIONS PRECEDENT

It is a condition precedent to the right of the Insured to be defended or indemnified under this insurance that:

1. (a) the statements and particulars contained in the Proposal are true; and
 - (b) during the Period of Insurance the Insured shall give immediate notice in writing of any alteration which materially affects the risk.
2. during the Period of Insurance the Insured shall give immediate notice in writing of:
 - any Claim for Malpractice or for Professional Liability or alleged Malpractice or alleged Professional Liability, or
 - any Claim for Public Liability or alleged Public Liability, or
 - any Claim for Products Liability or alleged Product Liability, or
 - any Claim in respect of the insurance provided by the General Policy Memoranda to this Policy

the receipt of notice from any person of an intention to hold the Insured responsible for any Malpractice, Professional Liability, Public Liability, or Products Liability, or

any conduct or circumstance which is likely to give rise to a Claim for Malpractice, Professional Liability Public Liability or Products Liability being made against the Insured;

to IPTI at PO BOX 106 Retford DN22 1WN

This insurance will only respond to Claims first made or suit filed against the Insured in the following countries:

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and the Orkney Isles

AND this insurance shall only pay for damages awarded by a Court of such country or countries.

4. The Insurer is advised if the Insured works outside of Great Britain, Northern Ireland, the Channel Island, the Isle of Man and the Orkney Isles for more than 30 days in any one Period of Insurance.
5. The Insured at all times shall:
 - maintain accurate descriptive records of all professional services and equipment used in procedures which shall be available for inspection and use by the Insured or their duly appointed representatives insofar as they pertain to any Claim hereunder; and
 - maintain full records of any aftercare instructions, in written form, for all treatments where the patient is required to perform aftercare; and
 - retain the records referred to in 5(a) above for a period of at least (7) years from the date of treatment and, in the case of a minor, for a period of at least (7) years after that minor would attain majority; and
 - give to the Insurer or their duly appointed representative such information, assistance, signed statements or depositions as the Insurer may require; and
 - assist in the defence of any Claim without charge to the Insurer.
6. The Insured shall ensure that all food handlers are required to notify their managers of any abdominal pain, vomiting, diarrhoea or septic skin lesions which could indicate the presence of typhoid para-typhoid or any other salmonella or amoebic, or bacillary dysentery or any other staphylococcal infection.
7. The Insured shall not disclose to any person the terms of this Policy. Furthermore no liability shall be admitted, no arrangement, offer, promise, or payment, cost or expense shall be made by the Insured without the written consent of the Insurer. The Insurer shall be entitled to take control of the defence of any Claim or to prosecute in the name of the Insured for their own benefit any Claim for indemnity or damage or otherwise against any third party and shall have full discretion in the conduct of any negotiations or proceedings on the settlement of any Claim; the Insurer will not settle any Claim without the consent of the Insured. However, if the Insured refuses to consent to any settlement recommended by the Insurer or their legal representatives and elects to contest or continue any legal proceedings then the liability of the Insurer shall not exceed the amount for which the Claim could have been so settled plus the costs and expenses incurred with their consent up to the date of such refusal, and the Insured agrees to indemnify the Insurer for the amount of any judgement, award, settlement, costs and expenses which the Insurer is found obligated to pay after the date of such refusal.

8. If a payment is made to dispose of a Claim, which exceeds the Limit of Indemnity available under this Policy, the Insurer's liability in respect of the costs and expenses of the Insured shall be for such proportion of the total costs and expenses incurred as the Limit of Indemnity under this Policy bears to the total amount paid to dispose of the Claim against the Insured.
9. The Insurer may cancel this insurance by giving fifteen (15) calendar days notice such notice shall be given in writing and may be served by registered mail, telex, or facsimile transmission, or be hand delivered to the address of the Insured as stated in the Certificate of Insurance. Any notice sent by registered mail shall be deemed to have been served seven (7) calendar days after dispatch and any notice sent by telex or facsimile shall be deemed to have served at the time of dispatch.

If this insurance is so cancelled the Insurer shall retain only the earned portion of the premium computed from day to day.

10. The Insured shall at all times take all reasonable steps to avoid or minimize loss hereunder. Without prejudice to the generality of the foregoing it is warranted that:
hypodermic needles shall be used once only;
any other instrument having need to contact or penetrate tissue shall be either:
used once only or
sterilized 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
	70-70°c	3 minutes
	80°c	1 minute
	90°c	1 second

- (c) 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:

Formaldehyde
2% Glutaraldehyde
70% Alcohol
Chlorine releasing agents
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;

- (d) the Insured shall ensure that all clinical waste is disposed of by an appropriately qualified waste disposal contractor;

(e) no medication shall be administered to a patient except in accordance with the prescription of an appropriate practitioner (as defined in the Medicines Act 1968);

before the commencement of the employment of any employee references are taken up and qualifications checked, all gaps in employment history are checked and all relevant local authority and police checks are undertaken.

Where the Insured is working from a patients home the Insured shall place a protective sheet over the patients floor covering whilst working.

11. All Registered Medical Practitioners, including but not limited to, any surgeon, physician, doctor, dentist, nurse, midwife or anesthetist (whether they be the Insured, an employee of the Insured or an sub-contractor of the Insured) shall belong to and shall subscribe to the Medical Defence Union or Medical Protection Society or other equivalent organization (in the case of a surgeon, physician, doctor, dentist or anaesthetist) or the Royal College of Nursing or Royal College of Midwives or other equivalent organization (in the case of a nurse or midwife) or shall be otherwise insured under a Policy of insurance against their own malpractice, professional errors, omissions or negligence with a limit of indemnity no less than the Limit of Indemnity.
12. The Insured shall not provide any treatment, without the consent of a qualified medical practitioner, to any patient who to the knowledge of the Insured is at the time under the care of a medical practitioner for a condition that may be affected by the treatment.
13. The Insurer agrees at the request of the Insured to provide indemnity under this Policy to any employee or past employee of the Insured as though that person were an Insured hereunder subject to that person agreeing to be bound by all the terms and conditions of this Policy. This condition does not apply to any surgeon, physician, doctor, dentist, nurse or midwife in respect of any act, error or omission committed or alleged to have been committed in the course of their duties as qualified medical practitioners.
14. **Reduced Indemnity for Students**
Where the Insured's IPTI membership status is "student" their activities as insured by this Policy, are restricted to performing practice treatments for case work only, having advised the recipients they are receiving treatment, as part of the Student's training. Furthermore, students must not offer treatments outside of their capabilities, which at all times must be governed by the phase reached in their training programme and their tutor's assessment.

Student Yoga Therapists, Trainee Yoga Therapists, Student Yoga Teachers, Student Tai Chi Teachers and Student Pilates teachers are restricted to a maximum of two weekly classes only. Students must not attempt to teach techniques beyond the level reached in their training programme and their tutor's assessment. Nor must the class size exceed the limits stipulated by the training organization.

15. **Depilatory Waxing and Electrical Epilation (treatments 271 & 272)**

It is warranted that in respect of Short Wave Diathermy, Blend and Tweezers and Non-invasive methods that a disposable sterile needle must be used for each client treated and be disposed of immediately after use into specialised sharp containers. Insurers will not be liable for any Claim and/or circumstances which may arise out of improper disposal of such instruments.

It is warranted a patch test is taken 48 hours prior to treatment and that the same brand of wax is used in both the patch test and any subsequent treatment.

The Insurer shall not be liable for any Claim or Claims by any client that did not take a patch test.

16. Eyelash and/or Eyebrow Tinting and/or Perming (treatment 271)

It is warranted that a skin patch test is made at least 48 hours before applying an eyelash or eyebrow tint to the client for the first time. Should there be an allergic reaction to the patch test Insurers will not be liable for any claim which may arise from eyelash or eyebrow tinting treatment given subsequent to such test.

It is warranted that the same brand of product is used for the patch test and any subsequent treatment.

It is warranted that the Client Information Record Card and Eye Treatment Record Card are completed and signed by the client prior to treatment.

The Insurers shall not be liable for any Claim by any client that did not take a patch test.

17. Fitness, Gym and/or Aerobics Instructors (treatments 31, 34 & 302)

It is warranted that the Insured will ensure that a health screening form is completed by each individual client and if any medical condition is declared the client will be asked to obtain written confirmation from their General Practitioner that the client can undertake exercise and/or fitness training prior to the client actually undertaking any exercise and/or fitness training.

18. Nail Extensions Endorsement (treatment 274)

It is warranted that checks are made to ensure that the client is not allergic to acrylic plastics prior to applying false nails or nail extensions.

19. Post Natal Yoga & Aqua Yoga (treatment 41)

Post Natal Yoga and Aqua Yoga classes include physical movements as well as an opportunity for relaxation, stress re-education and relief for the mother only. Where the infant accompanies their Mother (parent) to these classes, the Mother (parent) will be wholly responsible for their own offspring. The Instructor will accept no liability for the children during this time.

20. Mother & Baby Yoga and/or Infant Massage (treatments 11, 41 & 305)

Mother and Baby Yoga/Massage classes include gentle physical movements and/or light-touch massage applied under direction by the mother (parent) only. The parent will be wholly responsible for their own offspring during these classes. The Instructor will accept no liability for the infants during this time.

21. Ear Candling (treatment 20)

Warranted that the insured only uses candles that have a physical filter. The side of the Patient's head and face must be protected during treatment, either by hands or other Means, as taught. The insured must stay in contact with the candle throughout the Treatment. The use of an otoscope is excluded. The sale of candles to any person not Qualified to use them is excluded.

22. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

23. Data Protection Act 1998

It is agreed by the Insured that any information provided to the Insurer regarding the Insured will be processed by the Insurer, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling Claims, if any, which may necessitate providing such information to third parties.

24. Premium Payment

24.1

The Insured undertakes that the premium will be paid in full to the Insurer within thirty days of inception of this Policy (or, in respect of installment premiums, when due).

24.2

If the premium has not been so paid to the Insurer by the thirtieth day from the inception of this Policy (and, in respect of installment premiums, by the date they are due) the Insurer shall have the right to cancel this Policy by notifying the Insured via the Insured's insurance intermediary in writing. In the event of cancellation, premium is due to the Insurer on a pro rata basis for the period that the Insurer is on risk but the full premium shall be payable to the Insurer in the event of a notification prior to the date of termination which gives rise to a Claim under this Policy.

24.3

It is agreed that the Insurer shall give not less than 15 days prior notice of cancellation to the Insured via the Insured's insurance intermediary, in the manner set forth in Condition Precedent 9. If premium due is paid in full to the Insurer before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

GENERAL POLICY MEMORANDA

It is noted and agreed that the insurance by this Policy extends to include:

1. Insured's who are not qualified to mix and blend products but use in the course of treatments, proprietary branded base oils and/or talcum powder and/or creams and/or wipes provided such products are used in accordance with the manufacturers instructions.
2. any reasonable cost or expense incurred by the Insured (and to which the Insurer has consented) in replacing or restoring Documents whether owned by or the responsibility of the Insured in the conduct of the Insured's Profession which are discovered lost or damaged and notified to the Insured during the Period of Insurance, the maximum liability under this insurance in respect of this Memorandum shall not exceed £5,000 in any one Period of Insurance.
3. (a) any principal for whom the Insured is carrying out work in connection with the Insurer's Profession but only to the extent required by any contract or agreement entered into by the Insured

(b) at the request of the Insured any officer or member of the Insured's canteens, clubs, sports, social or welfare organizations and first aid, fire, security and ambulance services in respect of liability arising out of such activities.

any director, partner, or senior official in respect of liability arising from private work carried out for such director or partner by an employee with the consent of the Insured

the personal representatives of the estate of an Insured in the event of the Insured's death or inability to represent himself in the opinion of a qualified general medical practitioner.

This Memorandum shall not apply unless

the conduct and control of Claims is vested in the Insurer

each person specified above shall observe and be subject to the terms, Exclusions, Conditions and Endorsements of this Policy as though they were the Insured.

4. legal liability for any Claim for loss of or damage, first made against the Insured during the Period of Insurance, to premises (including fixtures and fittings) leased rented or hired to the Insured.

This Memorandum shall not apply in respect of:

any liability assumed under contract or agreement which would not have attached in the absence of such contract or agreement

the first £100 of loss of or damage to the premises caused other than by fire or explosion.

5. legal costs and other expenses incurred with the Insurer's written consent in:

the defence of any criminal proceedings, or

an appeal against conviction

brought against the Insured or any director, partner or employee of the Insured in respect of a Claim first made against the Insured during the Period of Insurance in respect of a breach of the Health and Safety at Work Etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

Provided that:

the proceedings relate to an alleged offence resulting in a Claim first made against the Insured during the Period of Insurance in connection with the Insured's Profession

the liability of the Insurer in any one Period of Insurance shall not exceed £10,000 in respect of the Insured or each director, partner or employee of the Insured prosecuted

the indemnity granted does not apply to prosecutions which arise out of any activity or risk excluded by this Policy or any deliberate act or omission by the Insured or any director or partner of the Insured

the Insured or any director, partner or employee of the Insured shall be subject to the terms, exclusions, conditions and endorsements of this Policy.

legal liability incurred by the Insured resulting in a Claim first made against the Insured during the Period of Insurance by virtue of Part II of the Customer Protection Act 1987.

7. legal liability incurred by the Insured resulting in a Claim first made against the Insured during the Period of Insurance by virtue of Section 3 of the Defective Premises Act 1972 or similar legislation in Scotland, Northern Ireland the Channel Islands or the Isle of Man in respect of any premises which have been disposed of by the Insured in connection with the Insured's Profession.

Provided that the Insurer shall not be liable:

- (a) for the cost of remedying any defect or alleged defect in the premises
- (b) if the Insured is entitled to indemnity from any other source
- (c) for any liability assumed by the Insured under contract or agreement which would not have attached in the absence of such contract or agreement

8. legal liability arising from the selling-on of products by the Insured not in connection with any treatment or consultation provided subject to the products appertaining to the therapies covered by this Policy and the turnover relating to such products not exceeding £5,000 in any one Period of Insurance.

PROVIDED THAT in respect of General Policy Memoranda it is understood and agreed that:

- (A) General Policy Memoranda 3. to 7. inclusive shall only apply to Insuring Clauses B and C
- (B) General Policy Memoranda 8. shall only apply to Insuring Clause C, and
- (C) The liability of the Insurer to the Insured and all parties indemnified under these General Policy Memoranda shall not exceed in the aggregate the Limit of Indemnity, which shall be part of and not in addition to the Limit of Indemnity.

9. Claims made against the Insured for libel or slander committed in good faith by reason of words written or spoken by the Insured or by any employee in the course of the Insured's Profession.

LAW

The parties are free to choose the law applicable to this Policy. Unless specifically agreed to the contrary, this Policy shall be subject to English Law.

CROSS LIABILITY CLAUSE

If more than one person is included as the Insured the Insurer will provide indemnity to each person in the same manner and to the same extent as if a separate Policy has been issued to each of them.

The Clause shall not increase the liability of the Insurer to pay any amount exceeding the Limit of Indemnity.

SINGLE POLICY AND COMPANY AUTHORISATION

Save as expressly provided to the contrary, this Policy shall be deemed to be a single unitary Policy and not a severable Policy or a series of individual with each of the Insureds. However, the malicious, dishonest, fraudulent or criminal act or omission of any one individual shall not be imputed to any other individual.

Where there is more than one Insured, each Insured agrees that the Insurer may deal with the first Insured named in item 1 of the Certificate of Insurance who shall act on behalf of all other Insureds in respect of all matters and in connection with this Policy.

QUERIES

Any query or question about this Policy or any Claim under it should be referred in the first instance to the insurance advisor that arranged the cover or IPTI at the address shown in the Certificate of Insurance.

POLICYHOLDER COMPLAINTS

Unless specifically agreed to the contrary this insurance shall be subject to English Law.

Any enquiry or complaint should be addressed in the first instance to your Broker.

If following the above procedure your complaint has not been resolved you should write to:

The Chief Executive, Novae Underwriting Limited, 71 Fenchurch Street, London EC3M 4HH.

If you are still not satisfied with the way a complaint has been dealt with you may ask the complaints department at Lloyd's to review your case without prejudice to your rights in law.

The address is: Policyholder and Market Assistance, Lloyd's, One Lime Street, London EC3M 7HA.

