

POLICY FOR MEMBERS OF

INDEPENDENT PROFESSIONAL THERAPISTS INTERNATIONAL

MALPRACTICE AND PROFESSIONAL LIABILITY POLICY INCLUDING PUBLIC & PRODUCTS LIABILITY

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

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

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 Evidence 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 5 of the Evidence 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.
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 Evidence 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 6 of the Evidence of Insurance
7. "the Insurer" means Novae Underwriting Limited underwriting for certain underwriters at Lloyd's, whose registered address is at 21 Lombard Street, London EC3V 9AH.
8. "Limit of Indemnity" shall mean that amount set forth in item 5 of the Evidence of Insurance.
9. "Period of Insurance" means the period of insurance stated in item 4 of the Evidence 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.

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 in 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 40% by volume buffered/esterified.
35. any Claim arising from the use of Henna products containing Paraphenylene 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 & 165).
38. any Claim arising from or relating to bloodstock and/or specialist breeding animals (treatments 161,162,163, 164 & 165).
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
 - c) Direct Moxibustion used in Acupuncture"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.
54. Excluding any Claims arising from and/or relating to medical diagnosis.
55. Excluding any Claims arising from and/or relating to financial loss and/or business optimisation. Soul Contract Reading (treatment 127)
56. Excluding any Claims arising from and/or relating to Business and/or Organisational Constellations. Family Constellation work (treatment 122)
57. Excluding any Claims arising from and/or relating to False Memory Syndrome. Hypnotherapy (treatment 123)
58. Excluding any Claims arising from or relating to Raindrop Technique as used/developed by Gary Young and/or any other similar technique. Raindrop Therapy (treatment 8)
59. Excluding the treatment of professional sports persons by any member who is practicing Sports Massage, Sports Therapy, Remedial Massage, Sports Injury Treatments, Ultrasound or Fitness Training (treatment numbers 34, 37, 38, 39, 88 and 302)

APPROVED TREATMENT LIST

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

In the name of Independent Professional Therapists International

LIST 1 - GROUP 1

<ol style="list-style-type: none"> 1 Aromatherapy, Kats Eye Blends, Marma Therapy 2 Alexander Barrie Pelvic Correction 3 Alexander Technique/Body Stress Release, Health Matrix 4 Bio-Dynamic Therapy 5 Body Harmony 6 Bowen Technique, Neurostructural Integration Technique, Neuro-muscular Transmission 'M' Technique, Walker Technique, Emmett Technique 7 Hyperton X 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, Lava Shell Massage, Massage in Education Programme, Evans Technique of Alignment, Aromatouch, Vunkuwa, Contact Kids, Fusion Massage, Mauritian Vie Massage, Kinetic Chain Release, Oncology Massage, Deep Tissue Massage, Remedial Massage, Ayurvedic Massage, Rose Therapy, Scarwork 	<ol style="list-style-type: none"> 9 10 11 12 13 14 15 16 17 18 19 20 21 22 	<p>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, TMJ Mastery</p> <p>On-Site Massage</p> <p>Infant Massage, Lazy Daisy, Rhythm Kids, Massage in Pregnancy, Baby Signing, Baby Wearing Advisor, Baby Sleep</p> <p>Sun-Ji Massage</p> <p>Thai Massage, Seated Thai Massage, Thai Foot Massage, Tok Sen, Yoga Fusion Massage,</p> <p>Tuina Massage, Mongolian Sky Energy Massage, Mongolian Koyashai Massage, Mongolian Hot Milk Massage, Chi Nei Tsang, Gua Sha</p> <p>Lymph Drainage Massage, Gaia Form Lymph Drainage Bodygold machine, Abdominal & Colon Massage, Reflexology Lymph Drainage</p> <p>Reichian Therapy</p> <p>Shiatsu, Anma and Setai, Japanese Face Massage, Watsu, Shin Tai, Tantsu, Thermie Therapy</p> <p>Hydrotherm, Myton Butterfly Experience</p> <p>Chavutti Thirumal (Kalari Payattu)</p> <p>Thermo Auricular Therapy – Biosun, Ootosan or Wally's Ear Candles, Naturehelix Ear candles</p> <p>The Rosen Method</p> <p>Antanea Technique</p>
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- 23 Neuroskeletal Re-Alignment Therapy
- 24 Crystal Wand Massage, Kansa Wand
- 25 Spinal Reflexology, Breuss Spinal Massage, Dorn Method, Spineology, Spinework, Rachiotherapy
- 26 Tactile Stimulation
- 27 Kansa Vatki Foot Massage, Foot Reflex Massage, Egyptian Hand & Foot Massage, Jiao Qi Massage
- 28
- 29
- 30 G5 and other Mechanical Massage Equipment Pressotherapy Nordic Couch, Hivamat 200, Sun Ancon Chi Massage, Zen Chi Relaxerciser, Deep Oscillation Therapy, Back in Action Mobiliser, Reviber Zen Physio

GROUP II

- 31 Aerobics; Body Balance
- 32 Aromasport Treatments
- 33 Dance and Drama Therapy, Body Voice, The Lebed Method, Yoga Meets Dance, Chakra Dancing, Dance Classes
- 34 Fitness Training, Exercise Fit Kid Training, Chair Based Exercise, Nordic Walking, Barefoot Running, TRE, Barre Fitness, Swimming Classes
- 35 Kyuyo
- 36 Music and Movement, Biodanza, Music & Movement for Toddlers, Nia
- 37 Sports Massage, John Gibbons Body Master, Fascial Manipulation
- 38 Sports Therapy, Vertebral Mobilisation, Dry Needling, Manipulative Therapy, Soigner, Mulligan's Concept, Photobiomodulation Therapy
- 39 Sports Injury Treatments
- 40 Tai Chi/Qi Gong/Tai Ji Quan/Tai Ki Do, Budokon, Chun Yuen Quan, Shibashi, Ai Chi, Wing Chung Kuen, Udundi
- 41 Yoga, Power Chiyoga, Perinatal Yogacise, Sun Aqua Yoga, Hasya Yoga, Laughter Yoga, Pregnancy Bliss, Laughter Ball Yoga, Zen Yoga, Aerial Yoga
- 42 Pilates, Gyrokinesis, Breema Bodywork, Somatics
- 43 Slimming Classes
- 44 Bates Method, Iridology
- 45 Buteyko, The Abed Method, Breath Training
- 46 IRMT Remedial Back Therapy
- 47 Martsiage
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GROUP III

- 51 Cranial Sacral Therapy, Transformational Therapy, Craniosacral Fascial Therapy
- 52 Jin Shin Jyutsu
- 53 Kinesiology, Touch for Health, Health Kinesiology, Educational & Creative Kinesiologies, N.O.T., Integrated Healing
- 54 Metamorphic Technique
- 55 Spinal Touch Therapy, Core Postural Alignment
- 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, EMF Balancing
- 66 Reflexology, Facial Reflexology, Baby Reflex, Hot Stone Reflexology, Reflex Touch, Neuroflexology, Aromaflex
- 67 Zen Therapy
- 68 Zero Balancing
- 69 Energy Field Therapy
- 70 Meridian Therapies/Thought Field Therapy, The Energy 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, Quantum Release
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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'sy, Crystal Bed, Aura Cleanse, Emotional Wave Therapy
- 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, Singing/Music Teaching
- 90 Colour Puncture, Colour Light Therapy, Colour Light Therapy
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- 112 Setsukido
- 113 Creative Healing
- 114 Chakra Healing , Energy Healing, Healing Rod Therapy, Rainbow Healing, Waveform, Energetic Cellular Healing, Energy for Life, Zimbate Healing, Societal imprinting Release, The Weiss Method, Core Energetics, Celtic Heritage Healing, Chiron Healing Pandora Key, Crystal Ki, Vitali Chi, Access Bars, Star Magic, Marconics, Synergistic Healing, Spiritual Response Therapy
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GROUP VI

- 101 Cross Colour Healing
- 102 Dr. Bach and Other Flower Remedies, Therapeutic Dowsing, Homeopathy, Herbalism, Vibrational Medicine, Radionics, Quantum Psionics
- 103 Emotional Healing, Shen Therapy Kairos Journey Emotional Release Therapy, Reference Point Therapy, Z Point
- 104 Esoteric Healing, Vortex Healing; Isatreyia Past Life Healing, Sacred Esoteric Healing
- 105 Life-Force Healing, Cosmic Energy 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, The One Command, Angelic Reiki, Ogham Reiki, Bio Energy Healing,
- 108 Self Healing, The Meir Schneider Method, Energy Interference Patterning, Resonance Repatterning, Transference Healing, Guided Self Healing
- 109 Spiritual Healing, Angel Therapy, Reconnective Healing, Rainbow Path, Soul Healing; Rahanni Celestial Healing, Shefa Healing, Lightbody Integration, Ilahinoor, Unfolding Enlightenment, Unicorn Healing, Angel Harmonic Healing, True Christian Healing, MA=Ray Light Distant Healing, Spiritual Response Therapy
- 110 Clinical ecology
- 111 Quantum-Touch, Energy & Visualisation Healing

GROUP VII

- 121 Art Therapy, Play Therapy, Art/Craft Classes
- 122 Counselling/ Personal Development Training, Metaphysical Practitioner, Psychotherapy, Sleep Therapy, Emotional Clearing, Family Constellation, EMDR, IEMT, Havening, BrainWorking Recursive Therapy, Trauma Incident Reduction
- 123 Hypnotherapy including Smoking Cessation, Past Life Regression Therapy
- 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, Health Coaching, Life Healing Workshops, Parenting Advice, Prolympian Coaching, OldPain2Go, Early Childhood Intervention, The Feuerstein Method, One Thought, Positive Neuroplasticity
- 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, Therapeutic Touch, HeartMath, Foot Reading, Cuddle Therapy, Mindfulness, Horticulture Therapy, Trusted Touch, Shinrin Yoku
- 127 Numerology, Soul Contract Reading, Soul Plan Reading, Face Reading, Graphology
- 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, Gentle Birth, Birth Rocks, Hypnomothering,

	Sleeptalk, Active Birth Preparation Classes, Closing the Bones	161	Bowen for Horses
131	Inter Faith Ministry, Spiritual Counselling	162	Equine Aromatherapy
132	Assertiveness Training	163	Equine Massage
133	Em-Power Therapy	164	Reiki for Animals/Animal links, Animal Healing
134	Sonas	165	Equine Iridology
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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, Glucose/Cholesterol Testing
142	Hydrotherapy
143	Moxibustion, Cupping (wet and dry)
144	First Aid Training
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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, S.A.D. Lightbox
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, Mars III, E-Lybra 9, QMA, Crossgates Bio- Resonance, Dr Clark Mini Zapper, BCX Ultra, Sanakey, Neuroptimal
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 1X

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
Facial Revitalisation
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
Oncology Treatments
Paraffin Wax treatments
Pedicure
Physical Exercises
Scrubs
Sea Spa
Threading
Vacuum Suction Treatments
Tooth Jewels - application of approved products
Ultherapy
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
- 280 Paraffin Wax Treatments

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, Wave Stretch Ring
- 303
- 304 Re-Birthing, Healing Breathwork
- 305 Yoga - Phoenix Rising Therapy, Baby Yoga
- 306 Acupuncture, Auricular Acupuncture
- 307
- 308
- 309
- 310

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

- 500 Teaching

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:
 - (a) any Claim for Malpractice or for Professional Liability or alleged Malpractice or alleged Professional Liability, or
 - (b) any Claim for Public Liability or alleged Public Liability, or
 - (c) any Claim for Products Liability or alleged Product Liability, or
 - (d) any Claim in respect of the insurance provided by the General Policy Memoranda to this Policy
 - (e) 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
 - (f) 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 DSC-STRAND LTD, Swithins, Tilford Road, Farnham, Surrey GU9 8HU

3. 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:
 - (a) 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

- (b) maintain full records of any aftercare instructions, in written form, for all treatments where the patient is required to perform aftercare; and
 - (c) 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
 - (d) give to the Insurer or their duly appointed representative such information, assistance, signed statements or depositions as the Insurer may require; and
 - (e) 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:
- (a) hypodermic needles shall be used once only;
 - (b) any other instrument having need to contact or penetrate tissue shall be either:
 - (i) used once only or
 - (ii) 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);
- (f) 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.
- (g) Where the Insured is working from a patient's home the Insured shall place a protective sheet over the patient's 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 a 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 a condition precedent to the right to be indemnified hereunder 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 a condition precedent to the right to be indemnified hereunder 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 a condition precedent to the right to be indemnified hereunder 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 a condition precedent to the right to be indemnified hereunder 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)

It is a condition precedent to the right to be indemnified hereunder 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.

25. **Profit Forecast**

The Insurer shall not have any liability under this Policy for, or directly or indirectly arising out of, or in any way involving any actual or implied valuation and/or profit and/or costs forecast.

26. **Pool Based Exercise/Therapies**

It is a condition precedent to the right to be indemnified under this Policy that a qualified lifeguard is present at all times during any exercise/treatment/therapy, with their lifeguard training updated as required.

27. **Accreditation**

Warranted that the instructor informs all students that the course is not formally accredited.

The insurer shall not be liable for any claim arising out of or relating to the validation/non-validation or accreditation/non-accreditation of any training and/or instruction and/or qualification.

28. **Instrument Warranty**

It is a condition precedent to the right to be indemnified under this that any device or instrument used or intended for use in the performance of the Insured's professional duties and which is intended to be in contact with bodily fluid (whether human or animal) or penetrate tissue (whether human or animal) shall be handled, used and stored in accordance with the manufacturers' instructions and where approved by the manufacturers and by the Department of Health or equivalent to be used more than once, sterilised prior to such use:-

1. Using only sterilising apparatus specifically approved by the manufacturer and in accordance with instructions, recommendations or guidelines of such manufacturer
2. In accordance with Department of Health guidelines or equivalent

In addition, any surface which such device or instrument are likely to come into contact with or which has been in contact with any bodily fluid (whether human or animal) or tissue (whether human or animal) shall be disinfected by the use of an effective

disinfectant in accordance with the manufacturers' instructions and Department of Health guidelines or equivalent.

29. **Clinical Waste**

It is a condition precedent to the right to be indemnified under this that the insured shall ensure that all clinical waste is disposed of by an appropriately qualified waste disposal contractor.

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.
 - (c) 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
 - (d) 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

- (i) the conduct and control of Claims is vested in the Insurer
- (ii) 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:

- (a) any liability assumed under contract or agreement which would not have attached in the absence of such contract or agreement
- (b) 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:

- (a) the defence of any criminal proceedings, or
- (b) 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:

- (i) 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
- (ii) 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
- (iii) 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
- (iv) the Insured or any director, partner or employee of the Insured shall be subject to the terms, exclusions, conditions and endorsements of this Policy.

6. 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.

ENDORSEMENTS

The following **Endorsement** attaches to and forms part of the IPTI Master Policy:

Insurance Act 2015 Amendment Clause

The rights and obligations applying to the Insured and the Insurer shall be interpreted in accordance with the provisions of the Insurance Act 2015, including as further defined herein –

- a) Any duty of disclosure and fair presentation of risk
- b) Effect of warranties
- c) Effects of acts of fraud

Except for any remedies shown within this Policy that are more favourable to the Insured, in which case the remedies set out within the Insurance Act 2015 including as further defined herein shall be superseded.

Duty of Disclosure / Fair Presentation

The Insured shall comply and continue to comply with their duty of Fair Presentation as defined in Section 3 of the Insurance Act 2015, and provide to Insurers a Fair Presentation of the risk at inception, renewal and variation of this Policy.

A "Fair Presentation of risk" means the Insured must disclose to Insurers:

- a) every material circumstance that the Insured knows or ought to know (including matters known to those responsible for the Insured's insurance, and, if the Insured is not an individual, matters known to their senior management); or
- b) information to put Insurers on notice that they need to make further enquiries for the purpose of revealing those material circumstances; and
- c) such disclosure is in a manner which would be reasonably clear and accessible to Insurers; and
- d) in which every material representation as to a matter of fact is substantially correct and every material representation as to a matter of expectation or belief is made in good faith.

A circumstance or representation is material if it would influence the Insurers judgement as a prudent insurer in determining whether to take the risk insured by this Policy and if so on what terms.

In the event of any failure by the Insured to provide such a Fair Presentation of risk:

- i. Insurers may avoid this Policy and refuse all Claims if:
 - a. such failure was deliberate or reckless and/or

- b. Insurers would not have entered into this Policy on any terms if the Insured had made a Fair Presentation of the risk.

Should Insurers avoid the Policy, they will return the Premium paid to the Insured unless such failure was deliberate or reckless.

- ii. if Insurers would have entered into the Policy but on different terms had the Insured made a Fair Presentation of the risk, Insurers may:
 - a. reduce proportionately the amount to be paid on any Claim if Insurers would have charged a higher Premium calculated by applying the percentage that the actual Premium charged bears to the higher Premium
 - b. treat the Policy as entered into on any such different terms (other than relating to the Premium) that the Insurer would have entered into had the Insured made a Fair Presentation of risk.

A breach will be deliberate if the Insured knows that they are in breach of the duty. It will be reckless if the Insured does not care whether they are in breach of the duty.

Warranties

If the Insured breaches a warranty in this Policy, the Insurers liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

Dishonest and Fraudulent Claims

If the Insured makes any Claims for indemnity knowing the same to be false or fraudulent as regards amount or otherwise, Insurers are not liable to pay the entire Claim (including any parts of the Claim which are genuine) and are entitled to recover from the Insured any sums paid in respect of the fraudulent Claim. Furthermore, the Insurer is entitled, at their election, to give notice to the Insured to terminate the Policy, with effect from the date of the fraudulent event, such notice to be given within 30 days of Insurers absolute knowledge of the fraudulent Claim and to retain the Premium in its entirety.

If the Insured makes a legitimate Claim but later deploy a fraudulent device to increase its chances of recovery, Insurers may, at their election, give notice to terminate the contract from the moment that the device was deployed, such notice to be given within 30 days of Insurers absolute knowledge of the deployment of the fraudulent device and to retain the Premium in its entirety.

If the Insurer discovers at a later date that the Insured has made a fraudulent Claim, Insurers may, at their election, give notice to the Insured to terminate the Policy retrospectively, with effect from the date of the fraud, such notice to be given within 30 days of Insurers absolute knowledge of the fraud, and to retain the Premium in its entirety.

Insurers knowledge is "absolute" once they have completed an investigation of any suspected false or fraudulent act, including, where appropriate, obtaining further information from the Insured.

COMPLAINTS

We aim to provide You with a high standard of service at all times, although We appreciate that there may be occasions where You feel it is necessary to make a complaint.

If You wish to make a complaint about Your insurance policy, please contact:

DSC-STRAND LTD
Swithins
Tilford Road
Farnham
Surrey
GU9 8HU
Tel: 01252 735806
E-mail enquiries@dsc-strand.co.uk

Alternatively, You can refer Your complaint to the Complaints team at Lloyd's at any time:

Complaints
Lloyd's
One Lime Street
London
EC3M 7HA
Tel: 020 7327 5693
Fax: 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help", which is available from www.lloyds.com/complaints. You can also ask Lloyd's for a copy of this leaflet using the contact details shown above.

If You are dissatisfied with the outcome of Your complaint, You may have the right to refer Your complaint to an alternative dispute resolution body.

If You live in the United Kingdom or the Isle of Man, the contact information is:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK)
Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)
Email: complaint.info@financial-ombudsman.org.uk

If You live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman
PO Box 114
Jersey
Channel Islands
JE4 9QG.

Tel: Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 748610.
Fax +44 1534 747629
Email: enquiries@ci-fo.org
Website: www.ci-fo.org

This complaints procedure does not affect Your right to take legal action.