

**keyfacts**



## **SUMMARY OF COVER**

Your Holistic Insurance Services policy is an annual contract which may be renewed each year subject to your needs and our terms and conditions.

The following covers are included as standard:

- Malpractice and Professional Liability*
- Public/Products Liability*
- Additional Legal Expenses*
- Legal Advice Helpline*
- Tax Advice Helpline*
- Confidential Counselling Service*
- Legal Document Service*

Optional extensions:

- Business equipment insurance*
- Employers' Liability*

The Keyfacts provides a summary of the main policy benefits and any significant exclusions or limitations. For full policy details and our full terms and conditions please read your Policy Wording, which will be provided on completion of your contract, or at any time on request.

Important Information

The Customer Service section of this Summary gives you important information on the following:

- Your 'Right to Cancel'*
- Making a claim*
- Our complaints procedure*
- The Financial Services Compensation Scheme*

## **Policy Summary**

**Liability Insurance – the following will be automatically included:**

### **Malpractice and Professional Liability**

[ ] The Limit of Indemnity is £5,000,000 – however this is reduced to £2,500,000 for beauty treatments and any animal therapies. If you are still a student the limit of indemnity is £2,000,000.

The policy will provide cover up to the limit of indemnity against legal liability (in connection with your business) for damages in respect of:

- (a) compensation sought by a client if you have made unintentional errors or are found to have been negligent, whether an injury has occurred or not
- (b) the cost of legal representation to defend any such action

Also included is:

Retroactive cover for previously insured periods  
Libel and slander/breach of confidentiality cover.

### **Public/Products Liability**

[ ] The Limit of Indemnity is £5,000,000 – however this is reduced to £2,500,000 for beauty treatments and any animal therapies. If you are still a student the limit of indemnity is £2,000,000.

The policy will provide cover up to the limit of indemnity against legal liability (in connection with your business) for damages in respect of:

- a) accidental injury to a third party person
- b) accidental loss of or damage to Property not owned by you
- c) the cost of legal representation to defend any such action

### **Basis of Cover**

[ ] The policy is written on a "Losses occurring" basis, so as long as the policy is force when the incident happened, then subject to the policy wording, terms and conditions the claim will be dealt with by your insurers.

If you cease to practice the policy will still provide cover for treatments given prior to the date of cancellation.

### **Territorial Limits:**

The policy will insure you to work anywhere in the world provided you are normally resident within the United Kingdom, Northern Ireland, Channel Islands or Isle of Man. The policy will provide an indemnity irrespective of whether you work from home, a client's home or from a complementary therapy clinic or centre.

## **Teaching/Tuition:**

The policy will provide an indemnity for legal liability incurred in respect of teaching, provided as an individual tutor, delivering a third party syllabus when you are not running a school or your own training establishment.

Subject to an additional premium we may be able to extend the policy cover to include liability arising from courses devised by you. To extend the policy we will need full details of the course including the syllabus, for approval by our underwriters. A separate policy may be required.

## **Loss of Reputation**

If you have innocently suffered a loss of reputation following a claim, which has been successfully defended and where all allegations have been dismissed, your Insurers will appoint a Public Relations company to uphold your good name, and help to mitigate any further losses to your business. The maximum payable under this section is £25,000.

Some specific events may be excluded, or cover may be qualified, please see your Policy Wording.

**These sections are underwritten by Newline Syndicate 1218 at Lloyd's**

## **Optional extensions**

### **Business Equipment**

Loss or damage caused by:

Fire, Lightning, Explosion, Aircraft, Earthquake.

Riot, Civil Commotion, Malicious Damage.

Storm, Flood, Escape of Water

Impact

Theft

Accidental Damage.

Business equipment sum insured – Option A £1000, Option B £2500, Option C £5000, Option D £7500, Option E £10000.

Some specific causes of damage and some specific property may be excluded - please refer to the full Policy Wording.

Damage to data is excluded.

The amount you must pay in the event of a claim is £50 for Option A; £100 for Option B and C and £250 for Options D and E (for each and every claim).

If the sum insured you declare is less than the full amount that the property should be insured for, your claim may be reduced.

Cover is on an 'as new' basis and excludes betterment.

The cover also includes loss of or damage to business equipment away from your premises anywhere in the United Kingdom, Northern Ireland, The Channel Islands or Isle of Man.

- Please see exclusions to Standard Covers in your Policy Wording.
- Security restrictions apply to theft from unattended vehicles.

**This section is underwritten by Newline Syndicate 1218 at Lloyd's.**

### **Employers' Liability**

Employers' liability insurance is a compulsory class of insurance, and is legally required for any individual under a contract of service or apprenticeship working for your business.

It and enables businesses to meet the costs of compensation and legal fees for employees who are injured or made ill at work through the fault of the employer. Employees injured due to an employer's negligence can seek compensation even if the business goes into liquidation or receivership.

The Limit of Indemnity for Employers' Liability Insurance is £10,000,000 with a £5,000,000 limit for terrorism and any Coronavirus disease or similar such as but not limited to Covid-19 and SARS -COV-2

The cover is available only for business' trading solely from within premises in the United Kingdom, Northern Ireland, The Channel Islands or Isle of Man.

**This section is underwritten by Newline Syndicate 1218 at Lloyd's**

### **Legal Expenses**

**This provides access to professional legal advice and representation. It is a key condition of this insurance that there must be prospects of success in taking legal action before a claim for legal costs will be accepted.**

**Should you or your business in the future :**

- a) Face a criminal prosecution or experience problems under the Data Protection Act
- b) Be subject to an Aspect of full enquiry carried out by the Inland Revenue
- c) Have a dispute concerning compliance with Pay As You Earn or Social Security Regulations following a review carried out by the Department of Social Security Contributions Agency
- d) Require Representation in connection with a disciplinary hearing being conducted by a Membership Association to which you belong
- e) Legal costs to pursue or defend a dispute with a customer or supplier over a contract to supply goods or services. Where the dispute involves an amount of less than £ 5,000
- f) Legal costs incurred by you in proceedings where you are alleged to have breached a provider's terms of use for an image which is for use in your business
- g) Legal costs incurred in order to recover money and interest due arising from a contract to supply goods or services. When the debt amount does not exceed £ 5,000
- h) Legal costs to write to the provider or author of a social media website in order to remove defamatory comments made about you.

The policy will pay legal costs ( including solicitors fees, court costs, expenses for expert witness, attendance expenses and accountant's fees) up to a limit of indemnity of £ 100,000 for any one claim (£ 500,000 in the aggregate)

Jury Service compensation

This section is provided by Temple Legal Protection and underwritten by Royal & Sun Alliance Insurance Ltd.

**The following apply to the policy as a whole, regardless of the specific cover you have selected.**

### **General Conditions and Exclusions**

Student insurance only provides an indemnity for the completion of case studies and performing practice treatments.

You must at all times maintain accurate descriptive records of all professional services and equipment used in procedures. The records must be kept for a period of at least five years from the date of the treatment and, in the case of a minor, for a period of at least five years after the minor reaches majority.

If there are any changes to your business, the premises, the property therein, or any other circumstances whereby the risk is increased, you must inform us immediately.

Failure to do so could invalidate the policy or result in a claim being rejected.

Nuclear Risks, War and Sonic Bangs are excluded.

Terrorism (part of which can be bought back); Northern Ireland terrorism and Civil Commotion are excluded.

Any claim for any therapy or treatment not listed under therapies covered section of your certificate of insurance is excluded.

The policy will not provide cover for any claim or incident prior to the inception date of this policy if you knew that such a claim has occurred and/or you have reported this to your previous insurer.

Any claim must first be brought in United Kingdom, Northern Ireland, the Isle of Man or the Channel Islands.

### **Excesses and Limits**

Any excesses applicable to your policy are detailed in your Policy Wording. These amounts must be paid in the event of each and every claim.

Limits may apply to your policy, please refer to your Policy Schedule.

Your policy is subject to The Minimum Standard of Security, which will be shown in your Policy Wording.

For full details of these and other exclusions and limits please read your Policy Wording.

**Full policy wordings are available on request if required before you decide to purchase this cover.**

## **Customer Service**

### **Your 'Right to Cancel'**

If once you have checked your policy you decide not to proceed with our insurance you may have a right to cancel the policy within 14 days, starting on the date you receive your policy documentation.

To cancel, please write to or call Holistic Insurance Services.

On receipt of your notice, we will refund any premiums already paid, except where you have already made a claim under your policy or notified us of any incident that may give rise to a claim.

For fee refunds please refer to our terms of business.

### **Making a claim**

Should you need to make a claim under your policy please call Holistic Insurance Services on 0345 222 2236. You must give us any information or help we ask for. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to make a claim are included in your policy document.

### **Our complaints procedure**

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Please raise your concerns with Alison Livings, Director, Holistic Insurance Services, at the following address:

181A Watling Street West, Towcester, Northants, NN12 6BX  
Tel: 0345 222 2236 ( 01327 354249) Fax: 0345 222 2327 Email:  
[alison.livings@holisticinsurance.co.uk](mailto:alison.livings@holisticinsurance.co.uk)

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

### **Financial Services Compensation Scheme (FSCS)**

In the event that the Insurer or Holistic Insurance Services fails to meet its obligations then you are protected by the Financial Services Compensation Scheme for the mediation of non compulsory general insurance for 90% of the claim with no upper limit. For compulsory insurance protection is 100% of the claim with no upper limit.

Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme (<http://www.fscs.org.uk>).

**Holistic Insurance Services is a trading name of GINS Ltd who are Authorised and Regulated by the Financial Conduct Authority**