

**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.

This policy includes the following covers as standard:

- Professional Liability and Malpractice*
- Public/Products Liability*
- Legal expenses in respect of disciplinary hearings and professional fees for Inland Revenue or VAT investigations*

Optional extensions:

- Commercial Legal expenses*
- Business equipment insurance*
- Employers' Liability*

The following tables provide 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 Policy 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 £1,000,000.

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 £1,000,000.

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. The policy includes full retroactive cover.

These sections are underwritten by Novae Underwriting Limited underwriting for certain underwriters at Lloyd's

## **Legal Expenses**

The limit of indemnity is £500,000 for legal defence costs in respect of disciplinary hearings and for legal/accountancy costs incurred as a result of an Inland Revenue or VAT investigation. There is an inner limit of £100,000 per claim.

Please note that this cover is written on a "Claims Made" basis - which means that the policy must be in force at the time a claim is made against you.

This section is underwritten by Abbey Legal Protection.

## **Other benefits:**

Jury Service compensation  
Legal Helpline

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

## **Teaching/Tuition:**

The policy will provide an indemnity for legal liability incurred in respect of teaching, provided as an individual tutor, delivering a course devised by a third party, with the third party issuing the qualification certificates.

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.

## **Territorial Limits:**

The policy will insure you to work anywhere in the world with the exception of the United States of America and Canada. 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.

## Optional extensions

### **Commercial Legal Expenses**

This provides access to professional legal advice and representation, and covers the cost of lost wages to attend court or a tribunal – should your 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 or 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) Face civil legal proceedings in respect of allegations of wrongful arrest or malicious prosecution
- f) Face civil legal proceedings in your capacity as a trustee of a pension fund set up for the benefit of your employees
- g) Require confidential business related telephone legal or tax advice.

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

Please note that this cover is written on a "Claims Made" basis - which means that the policy must be in force at the time a claim is made against you.

This section is underwritten by Abbey Legal Protection.

If you require legal advice on any matter, professional or personal, please then use the Legal Helpline provided by:

**First Assist: Telephone no: 01455 255215 quoting reference: 70175**



## **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.

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

This section is underwritten by. Novae Underwriting Limited underwriting for certain underwriters at Lloyd's

**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 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 seven years from the date of the treatment and, in the case of a minor, for a period of at least seven 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.

**A full policy wording is available on request.**

### **Customer Service**

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

If once you have checked your policy you decide not to proceed with our insurance you have a statutory right to cancel the policy within 30 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.

#### **Making a claim**

Should you wish to make a claim under your policy please call Holistic Insurance Services on 0845 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.

## **Our complaints process**

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

181A Watling Street West, Towcester, Northants, NN12 6BX  
Tel: 0845 222 2236 Fax: 0845 222 2327  
Email: [alison.livings@holisticinsurance.co.uk](mailto:alison.livings@holisticinsurance.co.uk)

## **What to do if you are still not satisfied**

If you are still not satisfied Holistic Insurance Services are regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service, and you may be able to refer your complaint to them.

Financial Ombudsman Service,  
South Quay Plaza,  
183 Marsh Wall,  
London E14 9SR  
0845 0801800  
[enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## **Your rights**

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

## **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**

**Authorised and Regulated by the Financial Services Authority**