



UK Insurance and Membership Specialists

Explanatory Booklet & Summary of Cover (UK)



All communications should be addressed to Associated Beauty Therapists Ltd, The Courtyard, Wixford Park, George's Elm Lane, Bidford-on-Avon, Alcester, Warwickshire, B50 4JS, telephone number 0845 017 5080. Associated Beauty Therapists Ltd is authorised and regulated by the Financial Conduct Authority and has FCA reference number 463052
Balens Ltd Registered Office: Bridge House, Portland Road, Malvern, WR14 2TA. Tel: 01684 893006 Fax: 01684 891361. Registration Number: 4931050
Authorised and Regulated by the Financial Conduct Authority, Registration Number: 305787

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Please Read this!

We have designed this Booklet to make everything as clear as possible!

It is not however a substitute for the policy and should be read in conjunction with it. The Associated Beauty Therapists Ltd (ABT) Insurance Scheme is designed to meet the demands and needs of professionals in the fields of beauty therapy, hairdressing, complementary therapies and nails by providing Professional, Public and Products Liability cover in a comprehensive format.

The policy is underwritten by Zurich Insurance plc and is arranged through Associated Beauty Therapists Ltd who are Authorised and Regulated by the Financial Conduct Authority and has FCA firm reference number 463052 and is placed through Balens Specialist Insurance Brokers Limited who are authorised and regulated by the Financial Conduct Authority with firm reference number 305787

Cover is available to therapists holding acceptable qualifications in the treatments provided.

Professional, Public and Products Liabilities

Significant Features & Benefits

Professional indemnity

Covers an individual Beauty or Health Professional, Salon or Business against any allegations of loss arising from the conduct of your occupation, including financial loss due to inadequate or incorrect advice & consultancy work.

Medical malpractice covers an allegation of not performing with a reasonable degree of skill and care, resulting in possible injury, death, emotional shock etc to the patient or client. The ABT definition includes emotional or mental shock not just physical injury.

Public Liability

Covers your legal liability including the renting of premises in connection with your business to others in respect of accidental injury or accidental loss or damage to material property.

Products Liability

Covers your legal liability in connection with your business to others in respect of accidental injury or accidental damage caused by the products supplied, sold, demonstrated etc.

In addition, you are covered for up to £30,000 of annual turnover for retailing products to non clients.

The limit of indemnity is £6m any one incident plus unlimited defence costs allowing for an unlimited number of claims in any one year.

Extra features included automatically:

- Libel and Slander
- Breach of confidentiality
- Financial Loss where no injury has occurred
- Loss of Reputation cover
- Wide definition of Cover not restricted to an "accidental injury only or treatment only"
- Indemnity to principals and salon owners – covers you and any principal or salon owner from whom you are providing services

Wide definition of activities

Covering the operations of a beauty or complementary therapy professional or salon, including but not limited to treatment, advice, information, coaching, consultancy, cosmetic procedures and maintenance, teaching, demonstrations, workshops, lectures, supervision, consultancy etc.

Significant Exclusions & Conditions

The first £200 for loss or damage to third party property.

Costs involved in recalling any product.

Cover in respect of a therapist whose insurance has been purchased by the salon owner only applies in respect of work undertaken within the salon or whilst engaged solely in the salon's business.

Injury to any employee: - however this can be included in the ABT Salon package.

Treatment given by any person under the age of 16 or by any person who is not qualified in the treatment being given unless with the agreement of insurers.

Treatment of the eyeball or conjunctiva, veins, removal of warts or moles.

It is a requirement that protective sheeting is placed on the floor whenever work is carried out in a client's home.

Clients who have medical conditions that might be affected by the treatment cannot be treated without the written permission of the client's own doctor.

Therapists must keep complete records of the client and the treatments given, including aftercare advice, for at least 7 years (ideally longer) after the last occasion that a treatment was given.

Injections unless agreed with insurers

Medical diagnosis

Terrorism

Use of needles other than sterile disposable used once

Products Liability where you supply products separately from treatment to customers over the counter or elsewhere for sales exceeding £30000 gross turnover per year - although a separate policy can be arranged for this and you should contact ABT.

Wherever aftercare is required, written advice regarding such aftercare must be given to each client on every occasion that the treatment is provided and recorded in the client records. Specific requirements exist in respect of certain treatments and these are contained in the policy wording, a copy of which is available on request.

Retroactive cover - We will only cover any work done prior to commencement of the ABT Period of Insurance where a claim is first notified in writing to you during the Period of ABT Insurance and an indemnity is not provided by a previous insurance policy. It is a condition precedent to any liability that in the event of a claim notification, details of previous policy cover must be provided.

1. Purpose of this Booklet

Q. Why the need for this document? Surely the ABT policy will tell me everything I need to know?

A. Over the years, the different types of Insurance policies have caused confusion in the minds of clients. Whilst much progress has been made in evolving plain English policies from the older more legalistic style of wording, there are many words and phrases used, particularly in Beauty & Health Professionals' wordings, which may still leave a degree of uncertainty. We also thought the booklet would also enable us to simply lay out core information about the comprehensive range of activities covered and range of policies available, commonly asked questions, help with risk management, record keeping and complaints handling.

The modern day requirements laid down by the financial regulators means that documentation tends to be more voluminous and complex, so we hope this new booklet will be of use to you in demystifying the cover that is protecting you and your livelihood!

2. Scope of Cover

Q. Can you condense into a paragraph what am I mainly covered for?

A. In brief, the ABT policy covers Medical Malpractice, Public Liability, Professional Indemnity, Product Liability, plus a range of extensions. The policy allows you to work from anywhere in the UK, Ireland or abroad including a salon (see territorial limits section), at your home or the client's home. There are also various ways to insure your contents, equipment, stock, money, home buildings/ contents.

Q. What are the comprehensive features of the ABT Policy you mention? Please explain the meanings in more depth

A. **The Insuring Clause:** When considering the scope of any cover it is always important to consider this, as it is the heart of the policy and the trigger for a claim to be allowed. Whereas many policies, (especially the cheaper ones) may only cover you for accidental injury arising from treatment, the ABT Insuring Clause is very wide. It states that you will be indemnified against all sums that you shall become legally liable to pay as damages and costs and expenses of claimants arising from Breach of Professional Duty (not just limited to treatment), plus there is an additional Indemnity for Costs and Expenses over and above the basic limit of indemnity and for an unlimited amount.

Professional indemnity

Defends any allegations of loss (whether true or not) arising from the conduct of your occupation, causing financial loss. Medical Malpractice will enable you to defend an allegation of not performing with a reasonable degree of skill and care, resulting in possible injury, death, emotional shock etc to the patient or client. The ABT definition of this is wide- some wordings restrict cover to injury or death only.

Territorial Limits: Means that you are covered to work anywhere as below:

- (a) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- (b) Republic of Ireland if stated on the policy schedule
- (c) Elsewhere in the world in connection with temporary visits undertaken in the course of the Business by any person normally resident in the territories described in (a) or (b) above but excluding U.S.A. or Canada in this respect unless referred to us and agreed by Insurers.
- (d) Anywhere in the world in respect of products supplied in or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man (and Republic of Ireland if stated on the policy schedule) but excluding the USA and Canada.

Public Liability: Covers liability at law for causing injury to other people (not necessarily clients/patients) or for damage to property, excluding injury from treatment or advice, which is covered under a different heading in the policy.

Products Liability: Covers Liability at Law in respect of a defect in any product supplied, sold, repaired, demonstrated, tested or serviced in the course of the business causing injury or damage. Our cover is very wide and products are defined as:

- i. Including containers, packaging or instructions sold, supplied, demonstrated, tested, or serviced
- ii. Health or cosmetic products that may be sold where treatment or advice has not taken place, subject to overall policy limits on turnover resulting from this type of sale.
- iii. Any food or drink supplied by you in the course of the Business

As above, but extended upon payment of an additional premium, for any product supply business developed by you and as a result of your work as a Health Professional or business, for example a shop or salon and clinic combined. Audio, video or written material, produced by you where health advice or information are contained.

Libel Or Slander: Where you are deemed to have written or spoken in a way detrimental to a third party which could possibly lead to a claim for damages or compensation.

Breach Of Confidentiality: Where someone (not necessarily a patient) alleges that you have divulged information detrimental in some way or which could cause harm or loss to them.

Loss Of Reputation: Where you may have innocently suffered loss to your business and good name as a result of a complaint, lawsuit or other action by any third party and which may require the services of a public relations professional to help repair the damage caused by such situations.

Client Confidentiality Protection: Covers additional legal or other expenses as agreed with the insurer to defend an action or explain to any relevant authority in respect of an ethical refusal to breach the confidentiality of a client (e.g. to produce patient notes in public) where it is deemed therapeutically damaging to do so.

Run Off Cover: Our wording automatically covers late discovered claims for work done during the insured period which may be discovered after you end the policy (either due to retirement, discontinuing practice etc). This is known as "Run Off."

Intellectual Copyright: Means the defence against allegations that you have used the unique knowledge base or information of another Beauty or Health Professional /Business without permission or agreement.

Retroactive Cover: Picks up work performed before starting the ABT Scheme under another insurance, subject to certain conditions. See section 3 below for fuller explanation.

Student Cover: In respect of any Treatment or Advice given by any person who is not qualified in the Procedure being undertaken except:

- a) under the direct supervision of a qualified person or
- b) with the specific agreement of the Insurer or
- c) for students' case study work, or for other work prior to qualification being obtained, if deemed ready or competent to do so by their school or tutor providing that:
 - i. students do not practice outside the scope of what they have been taught, and that regular supervision and / or on-going case consultation and review for such case studies is in place
 - ii. students are to declare to any recipient in advance that they are not qualified.
 - iii. students may charge a fee if appropriate, provided this is allowed by the tutor or school in question and that it is a modest amount and evidently lower than an experienced and qualified professional would normally charge.

Upgrade Clause: Allows your Cover to be increased or extended at any time during the Insurance Year subject to a signed declaration form acceptable to ABT, Balens and the Insurer. Extended cover will not be in place for any incidents likely to give rise to a claim or claims known to have occurred, and already known to you at the time of requesting this extension, whether declared to an insurer or not. An appropriate premium must be paid and total cover will be subject to the maximum amounts available from the Insurer at the time of request. The increased or improved cover will be deemed to be retrospectively applied to all work previously performed.

Criminal Prosecution: Where no other cover exists, you may at your own discretion pay for part or all of the defence costs in circumstances where a claim for negligence, which would normally be covered by this policy, may ensue as a result of a Criminal Prosecution. In addition the Insurer may at their own discretion, and where you do not have our DAS package will pay for a refund of criminal defence fees, if after due process you are declared innocent of all charges. The DAS Scheme can be included under the salon contents insurance package(explained elsewhere in our literature).

Pre - Disciplinary Hearings And Complaint Costs: Reasonable Costs and expenses in preparing a response to allegations of unprofessional conduct or behaviour likely to give rise to a Disciplinary Hearing with a professional body or regulator up to a limit of £1,000.

Cross Liability: If more than one person is included as the Insured for example in a salon, the Insurer will provide indemnity to each person in the same manner and to the extent as if a separate Certificate has been issued to each of them.

Loss Of Documents: Any reasonable cost or expense incurred (and to which the Insurer has consented) in replacing or restoring documents whether owned by you or your responsibility which are discovered lost or damaged and notified to you during the Policy/Certificate Period. For example, medical notes, X rays etc. The maximum liability is £50,000 in any one Period of Insurance.

Teaching / Tuition: For a small additional premium this Policy is extended to indemnify you for legal liability incurred in respect of teaching or running workshops as an individual tutor, where you are not personally responsible for the delivery of a certificate of competence or a qualification other than Healing, Reiki or any other previously agreed Course. This extension will exclude any liability arising from the management and control of a Training Establishment, Clinic or College unless specifically agreed with us and the appropriate premium paid.

Temporary Travel Extension: Liability is extended for an unlimited period in any 12 month policy period to cover you as long as you are domiciled in the UK, Channel Islands, Isle of Man and the Republic of Ireland if applicable, whilst temporarily abroad (excluding the USA & Canada) subject to you conforming to the laws of the country/countries visited.

3. Core Basis of the Policy

A bit more technical, but really important for you to understand! It could mean the difference between you having cover or having to self insure and pay for a claim yourself!

Q. What retroactive cover do you provide for previous work performed before starting my ABT Policy?

A. Retroactive cover without time limit is included provided you had a previous policy in place, which will no longer cover the work performed under it. This is to ensure that our insurers do not incur liability arising from irresponsible and uninsured practice.

Q. Can you simply explain the difference between a Claims Made and a Claims Occurring wording?

A. The ABT policy is on a claims occurring basis. As long as you were insured with us when you did the work, the policy will cover you irrespective of when you discover the problem (could be years afterwards).

A Claims made policy only covers you when you discover a problem even if you did the work under a previous policy (as long as you weren't aware of the incident before changing insurers). Normally, run off cover is required on a claims made policy.

4. Frequently asked questions

Q. How do you define the categories of people sorts of activities and types of business insured? When do I need to tell you about any new activities?

A. The ABT wording is very flexible and the definition of a Beauty or Health Professional Business is very wide – it includes acting as an Agent, Teacher, and Student for work done prior to qualification, Salon, Clinic, School or other health-related business declared to us. It further extends to include any principal (e.g. someone who contracts you to work for them on a self employed basis), employer or other party with whom you have entered into a contract for the purposes of delivering services in the course of the business. Of course you have to pay extra for running a salon etc but the same wording can cope with all of these aspects of Beauty and therapy businesses.

The activities of a Beauty, Health or Lifestyle-related Professional/ Business can be extremely wide and our wording has been designed to mirror that, so there are no doubts as to what is covered. We include the delivery of healthcare, treatment, advice, information, advice on personal development, medico-legal work or acting as a witness, consultancy, coaching, cosmetic procedures and maintenance, plus the sale or supply of products, services, teaching, demonstrations, workshops, lectures, supervision, consultancy, acting as an agent or agency in the provision of Beauty or Health Professionals, carers or other relevant persons.

You will need to advise us of these and also if anything changes during the year in terms of new therapies or techniques qualified for we must be told otherwise you may not get a claim paid for them later. It may be that they will need referral or possibly an additional premium or terms, but in any event Insurers require you to disclose all relevant facts about yourself and your practice before and during the period of the policy – failure to do so is deemed to be non disclosure of a material fact leading to not only possibly a claim being declined but the insurers cancelling the policy! Fortunately this rarely happens but when it does it is most upsetting.

Q. What do you mean by insuring “Salons” or “Clinics?”

A. A Beauty or Health Practice or Business involving more people than just yourself. You may have employees, use self-employed professionals or associates on a sub contracted basis, and could be held liable for the actions of others. We can provide cover upon request in respect of your business activities as well as those of any other Professionals for whom you may become responsible, even though you may not have carried out the work yourself.

You may also want to consider Employment Law protection against tribunals etc involving any employees you may have. Our Salon, clinic school and business contents packages can now include this as part of the Commercial Legal Expenses Cover- please ask.

Q. What types of equipment am I covered for?

A. You are covered for types of treatment rather than specific types of equipment. As long as the equipment has satisfied UK safety requirements and Regulation, and is helping you to perform standard procedures you were qualified to do, there is no need to notify each time you train new equipment, unless it is doing treatments not listed, or for which you have no qualification. You must be trained and deemed competent by the equipment supplier. A number of claims arise from operator being unfamiliar with the machine, rather than a fault in the machine itself!

Q. What types of treatment am I covered for?

A. There is a comprehensive list in the ABT booklet you can have most therapies for which you are qualified included at little or no additional cost

Q. Am I able to include other therapies on this policy?

A. Yes we can include other therapies and activities on the same policy, usually for no additional premium, just provide details of the therapies that need to be included together with the necessary qualifications (photocopies of relevant qualifications). Please note, some therapies may need to be referred, and as a result there may be a longer turn around and an extra premium to pay. Student cover can also be included for any new course you are undertaking.

5. Risk Management

Here are some tips to help you minimise the risk of a claim and some information to ensure that you understand some of the exclusions and conditions that apply. Breaching these could invalidate your cover! So bear with us and read on!! You and all those working in your salon must abide by the Warranties in your policy. You should also read and familiarise yourself with your policy as it is impossible to condense everything into a Booklet this size!

Please ensure that you and those you may supervise or work with use your best efforts to reduce the incidence of errors and omissions in treatments and to minimise accidents and damage. Many claims are caused by carelessness, particularly in the use of wax and acetone.

Record keeping- Facts you should know!!

You should adequately record each and every treatment given to each and every client.

The record is to include full details of the consultation process, the treatment, the result of the treatment and any aftercare instructions given. The record shall be kept for at least 7 years following the last occasion on which treatment was given. In the case of treatment to Minors, it is advisable that records should be kept for 7 years after they reach the age of majority (i.e. 18). In the case of trial or demonstration sessions undertaken at Shows, Seminars, Talks, Conferences, Courses and Exhibitions instead of a), b) or c) above, the name and brief details of the person, date of session and if possible brief details of the condition being treated and any observations if relevant should be noted.

We recommend that you don't throw records away - your policy requires you to keep them for 7 years - will you remember when the 7 years is up for each client? Without any record or proof that you did patch tests, for example, insurers would have no way of making defence for you should you be sued. Remember also if you do any demonstrations at exhibitions or when teaching you should have some record of who you worked on and briefly what was done, otherwise it would be impossible to defend you.

In the case of sessions or classes undertaken in the form of Yoga, Pilates, Fitness, Exercise, Meditation or Mediumship instead of a), b), c) or d) above, the name and brief details of the person, date of session and if possible brief details of the condition being treated and any observations if relevant should be noted and retained in a safe place.

Treatment Information

It is recommended that general information about the pro's and con's of treatment should be given verbally or in the form of leaflets pre- and post treatment. Record in the notes that these have been given and that the client has read and understood them.

Incident Notification

Where any incident occurs that may lead to a claim being made you must notify ABT's Insurance Brokers, Balens, as soon as possible - any undue delay could affect your claim. You will need to furnish them with full information, your version of events and the client record card. See guidance on what to do - refunds and free treatments in particular can give rise to problems later on, so please seek advice.

Equipment Maintenance

It is recommended that you regularly maintain and keep in good order your equipment, and keep complete records of the maintenance of all therapy equipment used in the salon. Maintenance should match the requirements listed in the manufacturer's handbook/specifications. For sun beds, the tubes should be renewed within the specifications stated.

Hair Tinting and Perming, Eyebrow/Eyelash

Tinting

Your policy warrants that a skin patch test is made at least 24 hours before applying any eyelash or eyebrow tint to the client for the first time. Should there be an allergic reaction to the patch test Underwriters will not be liable for any claim which may arise from eyelash or eyebrow tinting treatment given subsequent to such test. Sometimes clients can pressure you to proceed without a test - better to lose the client than to find your insurance won't pay out a big claim. There have been a number of these over the

years. The consequences of an allergic reaction to tinting or perming can be very serious. Make sure you adhere to the industry standard procedures and what you were originally taught, comply with manufacturers product recommendations and always record on your client form that this test has taken place and that the procedure has been done in the prescribed manner together with the date and client signature. This makes it easier to defend an allegation should a client make a claim against you.

You should give a tint test to a new client even if they have been tinted regularly at another salon or says they have recently had one. Clients reactions and brand formulae can change over the years so regular tinting in the past is no sure guide to the future.

Patch Tests

Legal advice states that if you agree with a client to circumvent any warranted procedure (e.g. if a client refuses a Patch Test and you then give a treatment that requires a patch test even if the client signs a consent form) courts will usually award damages against you in any claim then made. This policy would not be valid in such circumstances. The legal principle is that if a professionally qualified person acts unprofessionally in doing a procedure which is against good practice then it is an unfair contract for the client to sign a consent form.

SunBed Recommendations

Equipment should be maintained/serviced in accordance with manufacturer's instructions and the manufacturer's training should have been undertaken by the therapist/s operating the equipment wherever possible. Standard manufacturer's precautions must be displayed and explained to clients - and you should keep records confirming this has been done. Goggles should be made available to clients at all times, and it is suggested that manufacturer's warning signs are displayed. Equipment time settings should be operated by qualified therapists and client's times should be checked by a qualified therapist at the time of each session's conclusion.

The policy excludes claims arising from, allegedly causing or related to any form of cancer.

Customers Goods in Trust

It is recommended that any items left in trust should be put in a separate bag and labelled with the client's name and signed for - this will help disputes if things are alleged to have gone missing.

6 Claims & Complaints procedure

What about complaints & claims? When should you notify your insurers?

What is a complaint? We could say that this is a Grievance or cause for dissatisfaction or a statement of dissatisfaction with a threat of taking it further.

Consumers are becoming more aware of their legal rights and how to exercise them in the Courts should the need arise. The situation is being aggravated by many legal firms who advertise 'no win, no fee' services, and encourage people that they might be able to collect thousands of pounds in compensation. Balens, in their unique position as the only Insurance Brokers whose main clientele are

Complementary and other Health and Beauty Professionals, see many attempts by members of the General Public at claiming against practitioners. In their experience, these attempts, whether unfounded or not are definitely on the increase.

Potential Danger signs include;

- A verbal complaint from a dissatisfied patient or client, with a threat of taking things further. You may hear from a friend or relative on their behalf instead.
- A letter of complaint alleging dissatisfaction, neglect, error or omission
- A patient not showing up for a subsequent treatment without explanation or further contact. It is suggested you follow this up to find out why.
- A client or patient refusing to settle or delaying settlement of your account for an unreasonable period.
- A request for a refund of fees because the treatment has not worked or met with expectations, or is stated as having caused harm in some way

- A request to see your patient notes. Although this is perfectly acceptable from a legal and ethical point of view, it would be wise to tactfully enquire why. If you receive a complaint or have an incident likely to give rise to a claim contact Balens immediately - the dedicated ABT claims phone number at Balens is 01684 581872 - and remember the drill below to manage the situation according to the guidelines suggested;
- Don't panic!
- Dialogue up to a point to maintain goodwill but then you need time to consider and consult - Don't admit liability, that you are insured or promise to pay
- If unsure what constitutes an incident likely to give rise to a claim - ask Balens
- When requested for refund contact us for disclaimer & instructions - do not offer a refund straight away as this could open the door to a claim later - see guidelines under **requests for a refund**
- You must notify Balens at the time things happen (don't leave it) and also notify on your renewal declaration forms subsequently that this has happened. It is a condition of these policies, and a subsequent claim may be later declined due to non-disclosure. If in doubt, notify!
- Don't beat yourself up about it. Prolonged self-doubt can be corrosive and we are all human, we can and do make mistakes

Here are some relevant points and a few basic precautions you can take to reduce the prospect of situations occurring:

- We recommend that you do not display your Insurance Certificate on the wall - for some people, it may be give them the idea to claim. Insurers generally prefer them not to be displayed... By all means show it to people who may ask. ABT Membership or Certificates and Qualifications are good though.
- Policy conditions state you should make Patient Records and keep them for seven years. We would suggest that you keep them much longer than that (preferably indefinitely if you have treated children or mentally ill people). The Statute of Limitation normally allows a claim to be brought against you for injury cases up to 3 years after discovering a problem arising from your treatment. For Children patients, this extends to 3 years after reaching the age of majority, and in cases involving mentally ill patients, and in some instance, children, there may be no statute of limitation, or it may be extended at the direction of the courts.
- Your Client notes are a main source of defence, so make sure that they are intelligible to others and always keep them in a safe place, preferably locked. They should contain details of advice you give about possible discomfort after treatment, of any leaflets or verbal information about how your therapy works and what is expected of the patient, length of time of course of treatment, and other potential areas of patient dissatisfaction where given - all this should be recorded in the notes, along with objectively observed facts, responses or replies. And remember - any alterations if in your own hand should be crossed out and initialled/dated (and confidentiality and Data Protection Issues should always be considered).
- It is unwise unless you have a stated complaints procedure agreed with insurers to enter into dialogue or correspondence about the complaint.
- Insurers may decline a claim if you do not comply with policy terms and conditions. Buy yourself time, by telling the client that you need to consider their comments further and will get back to them
- Take care when advertising and in conversation, that no claims for efficacy are made. Even anecdotal conversations about your previous successes may be interpreted wrongly.
- A number of complaints seem to flow from misunderstandings or communications issues, and a failure to establish a good quality therapeutic/ business customer relationship.
- Refer when appropriate; particularly if a condition or situation is beyond the scope of what you have been trained to do, or where you may feel out of your depth.
- Age restrictions may apply for children under 16. Permission needs to be granted by parents for ear piercing and Enlighten is excluded for them.
- If you are a multitherapist, and you decide to employ a different therapy from the one that your patient came for, involve the patient in that decision ensure that your patient is in agreement. Make sure that the patient notes reflect this process and can be followed.
- For techniques involving contact in erogenous zones, make sure that you have explained this and obtained patients permission, preferably written and signed, and/or offer a chaperone. Record this in the notes.

Requests for a Refund

Always make sure that you do not get defensive with clients, particularly if they become aggressive with you. If they try and force you to agree to a refund, simply tell them that you will consider the matter once you have received details of their complaint in writing, and that you will get back to them in due course.

Please do not admit that you are insured unless asked, or mention your insurance company in conversation as this tends to give people ideas.

Please don't make offers of further treatment, vouchers or alternative/ remedial treatment in order to pacify the client.

Please send Balens a copy of the request for refund, together with copies of the relevant case history record and treatment notes.

Please also send a draft response to the request for refund, which addresses the points raised in a factual way.

If you wish to offer a refund, we will guide you as to how to deal with this as a goodwill gesture. The draft response will go to insurers for approval, as they will need to make sure that you are not inadvertently compromising either their position or yours. Please bear in mind that your insurers may require at least 5 working days in order to process your information, so if you haven't heard by that time please do bear in mind that they do have substantial flows of business to deal with at times – but they will always try to prioritise where things are very urgent.

Please send Balens a copy of your response when you have sent it to your client

Claims involving allegations of Professional Negligence

Insurers need all the paperwork regarding the complaint whether it is from a solicitor or from your client.

They will need a draft letter from you, dealing with all the points raised in a factual way.

They will need copies of the client records and treatment notes.

Please bear in mind that solicitors or clients have the right to ask for sight of the client notes, but you should only release these on receipt of a signed request or form of release from your client.

Please do not enter into any correspondence or communication unless the insurers have said that it is in order to do so, and of course please do not mention that you are insured at this stage or that you are dealing with insurers.

Acknowledgement letters are acceptable where you are at least letting the solicitor or the client know that you are dealing with their communication.

Balens will then come back to you and in some instances will give the ok for your draft letter to be sent to the client, and will ask you to keep them fully informed of any further developments.

If the matter has gone beyond the exchange of letters then your insurers will become involved to defend you, up to and including court if necessary.

ABT Staff and Balens have many years experience of guiding clients through problem situations- the golden rule is- if in doubt, contact us first!!

OUR CLAIMS HELPLINES ARE:

Liza Lambert - direct dial 01684 580798
email: liza@balen.co.uk

There is also an out of hours' mobile number in case of emergencies which is 0791 894 1497.

Concluding important facts you should know & understand!

Policy document

Please read carefully for details of what is insured and the conditions and exclusions of cover. We do try to explain the covers to you before you take out a policy with us, so would ask you to also refer to presales or renewal information in addition to any separate quotation correspondence that you may have had from us, to ensure that you have the cover you thought that you had requested! If in doubt, please do not hesitate to call us.

Duty of disclosure of material facts

Your policy has been prepared on the basis of the information provided by you. It is your duty to disclose all material facts to underwriters, i.e. facts that may influence an underwriter's judgement in their assessment of a risk. Under English Law, insurance contracts impose an onerous duty of disclosure on the insured... Failure to comply with this obligation before commencement or during the period of the policy could prejudice your rights to recover in the event of a claim or allow the Insurer to void the policy from inception. For your own protection, please adhere exactly to the duty of disclosure. If you are in doubt as to whether a fact is material, please contact ABT.

Business description

It is important that you provide a full description of your activities. The risk has been assessed and accepted at an agreed premium on the basis of the information given. Any variation of those details is likely to be a material fact, and, if not relayed, could result in an uninsured loss.

Underinsurance

Although there is no penalty on a claim for malpractice if you are underinsured, it makes sense to review your indemnity limit from time to time even though the amount you have is generous. However in case of Business Contents or Buildings cover the underinsurance clause (called the "Average" clause) can reduce your claim in proportion to underinsurance, and is a major cause for problems with this type of claim- amounts should be regularly reviewed and changed when necessary.

Corporate Entities

Please remember that this policy is designed for an individual Health Professional. If you change your status to a Limited Company, start to act as an agent for other therapists by running a clinic or employing other Health Professionals you must contact ABT so that your cover can be suitably amended to reflect the new situation.

Prompt notification of claims

This is a condition of all insurance policies and failure to comply might prejudice your position. It is, therefore, essential that you advise us immediately of any claim made against you or of any incident that might give rise to a claim. You should also declare this at subsequent renewals or when filling in new proposal forms as this would be deemed a material fact by the Insurer.

ABT/Balens remuneration

In common with other insurance intermediaries, we are remunerated by commissions paid to us by insurers. In some instances a fee may be charged to offset expenses when this commission is not high enough to fund the cost of service and documentation.



UK Insurance and Membership Specialists

Phone: 01789 773573 **Web:** www.abtinsurance.co.uk