

Professional Liability & Malpractice Insurance

Insurance Product Information Document



This insurance is provided by XL Catlin Insurance Company UK Limited and is administered by ABT Limited. XL Catlin Insurance Company UK Limited is authorised and regulated by the Financial Conduct Authority, firm reference number 423308. Company registered in England, number 5328622, address: 20 Gracechurch Street, London, EC3V 0BG.

XL Insurance Reinsurance

This document provides a summary of the key information relating to this Professional Liability and Malpractice insurance policy. The full terms and conditions of this insurance can be found in the policy document which is available on request from Associated Beauty Therapists Limited (ABT Limited)

What is this type of insurance?

This is a policy that provides cover for Professional, Public and Products Liability for Beauty, Health and Wellbeing Professionals as noted and agreed by ABT Limited.



What is insured?

Under Sections I – III (below) we will pay up to the limit of indemnity shown in the schedule for legal liabilities arising from:

Section I Professional Liability/Malpractice

- ✓ Any breach of professional duty/malpractice due to a negligent act, error or omission committed or alleged to have been committed.
- ✓ Any act of Libel or Slander committed or uttered in good faith.
- ✓ Unintentional infringement of any intellectual property right, design right, registered design, trademark or patent.
- ✓ Unintentional breach of confidentiality or unintentional misuse of any information.

Section II Public Liability

- ✓ Accidental injuries to third parties and third party property damage
- ✓ Accidental obstruction, trespass or nuisance arising out of your business activities.
- ✓ Wrongful arrest detention and/or malicious prosecution.

- ✓ **Section III Products Liability** Accidental injuries to third parties and third party property damage caused by Products.

Cover in respect of products supplied independently of any treatment, therapy and or advice is only provided where the annual turnover in respect of such Products supplied does not exceed €35,000

General Extensions

- ✓ Costs and expenses in relation to any claim under Sections I – III will be paid in addition to the limit of liability other than claims made in or under the jurisdiction of the USA or Canada where the limit of indemnity will be inclusive of costs and expenses
- ✓ Loss of reputation up to €30,000 per occurrence
- ✓ Pre-disciplinary hearing and complaints costs up to €1,500 per occurrence
- ✓ Expenses incurred to replace or restore lost or damaged documents up to €70,000 per occurrence
- ✓ Retrospective Extension - cover provided by Sections I – III applies to events that happened prior to the commencement of this policy provided such an event is first notified to you during the period of insurance and the previous insurance policy in force at the time of the event will not respond. Full details of the previous policy must be provided.



What is not insured?

Section I Professional Liability

- ✗ Liability arising out of any criminal, fraudulent act, omission or malicious act.
- ✗ Liability arising out of any circumstance, claim and/or event that you knew or ought to have known about that occurred prior to the inception of this policy.
- ✗ Liability arising from any warranty or guarantee.
- ✗ Liability arising out of your insolvency or bankruptcy.

Section II Public Liability

- ✗ Liability arising out of loss of or damage to property held in trust.

Section III Products Liability

- ✗ Liability arising out of any claim or investigation relating to the sale, supply, use or application of an illegal or prohibited substance.
- ✗ The cost of replacing, reinstating, rectifying or recalling any product.

General Exclusions applicable to all sections

- ✗ Liability arising out of the injury to any employee.
- ✗ Liquidated, punitive damages and/or fines.
- ✗ Any liability caused by, contributed by or arising from nuclear radiation or contamination and/or in consequence of war, pollution and/or terrorism.
- ✗ Liability arising from any claim or in connection with Tour Operators Liability as defined by the Travel Package Regulations
- ✗ Any claim or investigation arising from conviction of actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation, whether in the guise of treatment or not.



Are there any restrictions on cover?

General Restrictions applicable to all sections of cover

- ! Endorsements may apply to your policy. These will be shown in your policy documents.
- ! Cover excludes any treatment, therapy & or advice to any persons under the age of 16 unless guardian or parental consent has been obtained & recorded on any treatment record.
- ! Cover for teaching & or training is not provided automatically where a certificate of competence is provided.
- ! Cover for students is only provided if activities are supervised by a qualified person or the student is deemed competent to undertake such work by their school or tutor.
- ! The limit of liability for any products claim, made in the USA or Canada or any territory under their jurisdiction will be costs inclusive and not in addition.



Where am I covered?

- ✓ The insurance covers you in the territories listed in the Schedule



What are my obligations?

- Information you have given us at the beginning of the period of insurance or when making changes to your policy, you must complete and accurate answers to any questions you are asked relating to the insurance.
- You must tell us within fourteen (14) days of you becoming aware of any changes in the information you have provided to us which happen before or during any period of insurance
- You should be suitably qualified to perform the therapies, treatments and or activities noted on your schedule.
- You shall not except at your own cost, take any steps to compromise or settle any claim or admit liability without specific instructions in writing from us
- You are required to comply with the conditions shown in the full policy wording wherever applicable, including but not limited to:
 - Record keeping condition.
 - Instruments condition.
 - Beauty Therapists, cosmetologists and hairdressers condition.
- You shall on the happening of any loss, damage, injury or accident, give notice as soon as practically possible to ABT Limited and comply with the claims procedure condition as detailed in the full policy wording.



When and how do I pay?

ABT Limited will advise you of the full details of when and the options by which you can pay.



When does the cover start and end?

The policy is an annual policy and the cover dates are stated in your schedule. The policy is renewable each year.



How do I cancel the contract?

You can cancel this insurance at any time by contacting ABT Limited. After the cooling off period, provided you have not made a claim, you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered.