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**Fitness Gold Malpractice  
Policy Summary**

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# Fitness Gold Malpractice Policy Summary

## **Policy Summary**

This is a summary of the cover provided by your policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you read the policy document when you receive it.

## **Insurance Provider**

This insurance is provided by Fitness Gold (Henry Seymour & Co) and the covers are underwritten by Certain Underwriters at Lloyd's of London.

## **Key Covers, Features and Exceptions**

Your policy includes the following key covers, features and exceptions, which are detailed in your policy documentation.

## **Type of Insurance**

This policy provides a comprehensive range of covers with the flexibility to select from a range of covers aimed at general industry to meet your needs.

## **Policy Term**

The duration of the policy is 12 months from cover inception date, or as detailed in your policy schedule

# Fitness Gold Malpractice Summary

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## Legal Liabilities Section

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### Cover, Features and Benefits

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#### Employers' Liability – Optional Section

Protection against your legal liabilities to pay compensation in respect of injury sustained by your employees in the course of the business up to a limit of £10,000,000 including costs and expenses

Cover includes:

- Legal costs and expenses in defending prosecutions under all relevant health and safety legislation
- Trainees and personnel undergoing work experience
- Unsatisfied court judgments in favour of employees injured in your employment by third parties
- Compensation for court attendance as a witness in connection with any claim under this section
- Worldwide cover (other than USA and Canada) for non-manual employees normally resident in the UK who are temporarily working overseas

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#### Significant Exceptions and Limitations - Please refer to your policy document

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- Cover for acts of terrorism is limited to £5,000,000 any one event
- Work in or on or travel to or from any offshore installation
- Injury to an employee for which compulsory motor insurance is required under Road Traffic Acts legislation

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#### Public Liability – Standard Section

Protection against your legal liability for injury to third parties and damage to their property including nuisance, trespass, obstruction or interference up to the limit stated in the schedule including costs and expenses

Cover extends to includes:

- Contingent motor third party liability arising out of the use of vehicles not owned by you within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- Legal costs and expenses in defending prosecutions under all relevant health and safety legislation
- Defective Premises Act liability
- Personal liability of employees, directors or partners whilst they are overseas on your business
- Employees' and visitors' personal belongings
- Compensation for court attendance as a witness in connection with any claim under this section
- Temporary work abroad (excluding USA/Canada) up to a maximum of 14 consecutive days by manual employees in connection with the business
- Financial Loss

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#### Significant Exceptions and Limitations - Please refer to your policy document

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- Loss or damage to property in your custody or control or to products supplied
  - Pollution unless caused by a sudden and identifiable incident
  - Territorial Limits exclude USA and Canada unless specifically agreed
  - Work in or on or travel to or from any offshore installation
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- Cover for any design, formula and advice provided by you for a fee or where a fee would normally be charged is excluded
  - Fines penalties or punitive damages
  - Your excess as specified in the Policy
  - Exposure to, inhalation of, fears of the consequences of exposure to/inhalation of, costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating or managing any property arising out of the presence of asbestos

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### **Products Liability – Standard Section**

Protection against your legal liability compensation costs and expenses following injury or damage by goods that you have sold, supplied, repaired, tested or delivered up to the limit stated in the schedule

Cover is extended to include:

- Legal costs and expenses in defending prosecutions under Consumer Protection legislation
- Temporary work abroad (excluding USA/Canada) up to a maximum of 14 consecutive days by manual employees in connection with the business
- Financial Loss

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### **Significant Exceptions and Limitations** - Please refer to your policy document

- Pollution unless caused by a sudden and identifiable incident
- Territorial limits exclude USA and Canada unless specifically agreed
- Cover for any design, formula and advice provided by you for a fee or where a fee would normally be charged is excluded
- Liability arising out of products supplied which to your knowledge is for use in or on any aircraft or for aviation or aero spatial purposes or for the safety or navigation of marine craft of any sort
- Fines penalties or punitive damages
- Territorial limit for products supplied is worldwide other than those that are known to be sold, supplied, erected, repaired, altered, treated or installed by you in the USA or Canada

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### **Malpractice Section – Standard Section**

Protection against your legal liability arising out of bodily injury ,mental injury, illness, disease or death of any patient caused by any negligent act, error or omission up to the limit stated in the schedule including costs and expenses

Cover is extended to include

- Good Samaritan Acts
  - Libel and slander up to £250,000 any one claim and in the aggregate
  - Breach of professional confidentiality
  - Infringement of copyright
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## **Significant Exceptions and Limitations** - Please refer to your policy document

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- Any Claim occurring prior to the retroactive date specified in the Schedule
  - Any Claim not made during the Period of Insurance
  - Any Claim arising out of any Malpractice occurring prior to the inception date of this Policy if the Assured on such date knew or could have reasonably foreseen that such Malpractice might be expected to be the basis of a Claim
  - Any Claim arising out of a specific liability assumed by the Assured under contract (which goes beyond the duty to use such skill and care as is usual in the exercise of the Assured's activities stated in the Schedule)
  - Any Claim arising out of the manufacture of any products, or the construction, alteration, repackaging, repair, servicing, or treating of any products sold, supplied or distributed by the Assured,
  - Any fines, penalties, punitive or exemplary damages
  - Sexual Conduct exclusion
  - Aids and Hepatitis Non A exclusion
  - Professional Instruments condition
  - The Excess stated in the Schedule
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## **Optional Extensions available to Public and Products Liability Sub-Sections and Malpractice Section**

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Protection against your legal liability for specified professional treatments provided in the course of your business as an Holistic/Complementary Therapist, Homeopath, Nutritional Therapist, Counsellor/Psychotherapist, Gym Instructor/Personal Trainer or Student

### **Teaching or Training**

Cover for legal liability for teaching or training

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## **Significant Exceptions and Limitations** –Please refer to your policy document

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- Sterilisation condition for claims arising out of infectious diseases
  - Teaching or Training condition
  - Electrical Equipment Testing condition
  - Qualification condition
  - All trainees must be fully supervised
  - Manufacturers' Instructions condition
  - Specific Treatments specified in the Policy
  - Some treatments are subject to additional terms as detailed in the Policy
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## **Business Equipment All Risks Section – Optional Cover**

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### **Cover, Features and Benefits**

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- Cover for business equipment, Stock following accidental loss or damage
  - Cover can be extended to anywhere in the world
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### **Significant Exceptions and Limitations** - Please refer to your policy document

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- Wear and tear, gradual deterioration, frost, faulty or defective design or materials or workmanship
  - Mechanical or electrical breakdown or derangement
  - Losses from unattended vehicles unless certain conditions are met
  - Mobile telephones, computer equipment
  - The first part of any claim - your excess
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## **Legal Expenses – Gold Cover – Optional Cover**

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### **Cover, Features and Benefits**

Cover up to £100,000 for your legal costs and expenses for the following:

- Defence of Employment Disputes and payment of Compensation Awards
  - Restrictive Covenant Disputes
  - Representation for Tax Investigations and VAT assessments
  - Pursuit of Property damage nuisance and trespass disputes
  - Defence of prosecutions relating to Compliance & Regulation matters
  - Statutory Licence Appeals
  - Employees Extra Protection defence
  - Crisis Communication Costs (up to £10,000)
  - Legal/Tax Advice and Counselling Helplines
  - Legal Services Website which provides access to a 'free to use' legal services website, providing assistance in drafting important legal documents such as employment contracts and health and safety policies. Many documents are free while others attract a modest charge
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### **Significant Exceptions and Limitations** - Please refer to your Policy document

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- It must always be more likely than not that the claim will be successful
  - You must notify us immediately after you become aware of circumstances that could give rise to a claim
  - No legal costs and expenses will be covered before acceptance of the claim by us
  - Redundancy claims are excluded within the first 180 days of the policy unless equivalent legal cover was in force up until the start of this policy
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## Legal Expenses – Silver Cover – Optional Cover

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### Cover, Features and Benefits

Cover up to £100,000 for your legal costs and expenses for the following:

- Representation for Tax Investigations and VAT assessments
- Legal/Tax Advice and Counselling Helplines
- Legal Services Website which provides access to a 'free to use' legal services website, providing assistance in drafting important legal documents such as employment contracts and health and safety policies

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### Significant Exceptions and Limitations - Please refer to your Policy document

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- You must notify us immediately after you become aware of circumstances that could give rise to a claim
- No legal costs and expenses will be covered before acceptance of the claim by us

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## Personal Accident – Optional Cover

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### Cover, Features and Benefits

Cover for named principals, partners, directors or employees which includes the following

- Accidental death – lump sum compensation
- Loss of limbs and sight – lump sum compensation following injury
- Permanent Total Disablement (PTD) – lump sum compensation following an injury as defined in the schedule
- Temporary Total Disablement (TTD) or Temporary Partial Disablement (TPD) – weekly income as a result of an injury which temporarily prevents an Insured Person from carrying out the whole of their occupational duties (TTD) or part of their occupation duties (TPD).
- Medical Expenses – paid in addition to the above benefits
- failure of public supplies of electricity, gas or water lasting at least 30 minutes – Limit £500 per day
- Permanent Disability (Continental Scale) - lump sum based on set percentages dependent on the degree of disablement.
- Rehabilitation Expenses - for a (PTD) loss an additional £500 per month is payable for tuition,

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### Significant Exceptions and Limitations - Please refer to your policy

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- Permanent Total Disablement – Where you are not in full time employment, PTD is defined as any and every occupation
- Temporary Total Disablement (TTD) or Temporary Partial Disablement (TPD) - The benefit period and deferment period is stated in the schedule
- Medical Expenses – Maximum of 20% of the TTD sum insured

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## General Exclusions

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- War and terrorism
- Flying other than as a passenger
- Pregnancy within 2 months of the estimated date of delivery, or childbirth
- Nuclear or radioactive contamination
- Weapons of mass destruction
- Professional sports
- Armed Forces operational duties
- Age limit of 70 years

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## Optional Endorsement

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### Personal Accident For Hands (Only where operative on the schedule)

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#### Cover Features and Benefits

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Cover includes benefits payable for insured persons, aged between 16 and 70, having suffered accidental loss of or injury to hands or fingers during the course of the business

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#### Significant Exceptions and Limitations - Please refer to your policy document

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- Maximum benefit payable - £10,000
  - Where an insured person is aware of any physical or mental defect or infirmity
  - Limits as defined in the policy document
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### **Cancellation**

If this cover does not meet with your requirements please return all your documents and any Employers Liability Certificate(s) to Fitness Gold (Henry Seymour & Co) within 14 days of receipt and We will return any premium paid in full.

If you wish to terminate the cover at any other time please contact Fitness Gold (Henry Seymour & Co) and any return premium will be at their discretion.

### **How to Make a Claim**

To register a claim You should first contact **Fitness Gold (Henry Seymour & Co) on 0208 655 0444** who are Your Insurance agents

You may also contact **Davies Managed Systems on 0344 856 2425** who provide Our claims service and are authorised to handle and settle claims on Our behalf

### **Personal Accident**

To register a claim under any the Personal Accident Section You should contact Roger Rich & Co  
2a Marston House Cromwell Park Chipping Norton OX7 5SR

Telephone: 01608 641 351

Fax: 01608 641 176

E-mail: [enquiries@rogerrich.co.uk](mailto:enquiries@rogerrich.co.uk)

who provide Our claims service and are authorised to handle and settle claims on Our behalf If You have a need to seek additional assistance please contact Your insurance agent

Notice must be given within ninety (90) days of the date of occurrence of any claim under this Insurance.

### **Claims Co-operation**

You and the Person-Insured shall provide assistance and co-operate with Us or Our representatives, in obtaining any other records We deem necessary to evaluate the incident or claim. In no event shall We be liable to pay any claim hereunder unless You co-operate with Us and/or Our representatives in the investigation of the claim.

### **How to Complain**

Our goal is to provide excellent customer service to all our customers but we recognise that sometimes things may go wrong. If for any reason you are unhappy with our service we would like to hear from you

If You have any enquiry or complaint arising from Your Policy please in the first instance please contact Fitness Gold (Henry Seymour & Co) on 0208 655 0444 or write to the following address

Fitness Gold (Henry Seymour & Co)  
Seymour House  
223 Wickham Road  
Croydon  
Surrey  
CR0 8TG

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Complaints team at Lloyd's.

The address of the Complaints team at Lloyd's is:

Complaints

Lloyd's

One Lime Street

London EC3M 7HA

Tel No: 020 7327 5693

Fax No: 020 7327 5225

E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The underwriters are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance.



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**Henry Seymour & Co (Barkdene Ltd)**

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