

# CERTIFICATE OF INSURANCE

Malpractice, Public & Products Liability

## Yoga-Link

Arranged by DSC-Strand Limited  
Swithins, Tilford Road, Farnham, Surrey GU9 8BB  
Tel: 00 44 1252 735806  
Email: [enquiries@dsc-strand.co.uk](mailto:enquiries@dsc-strand.co.uk)

**Policy Number:** 15842/G15/YL-CR/4

**Insured:** Grampian Yoga Association

**Business Description** Association

**Activities Covered :**

Yoga - includes all the usual yoga disciplines such as Postures (asana), Breathing Exercises (Pranayama), Relaxation (including Yoga Nidra), Meditation Techniques (including Mantra), Cleansing Practices (Kriyas) etc. Yoga Therapy/Remedial Yoga, GP Referrals, Ante &/or Post Natal Yoga and Baby Yoga &/or Infant Massage and Children's Yoga - insofar as you have been trained to teach it.

**Extensions Included:**

Promotions, Exhibitions & specific Events associated with the business, only as declared  
Contingent/Vicarious Liability

**Limit of Indemnity**

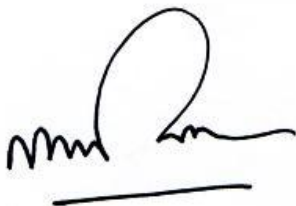
**£7,000,000 in all, including costs and expenses**

**Period of Insurance**

**19/06/2018 to 18/06/2019 (both days inclusive)**

This Policy is issued in accordance with the authorisation granted under **Agreement Number: B1011NULDSC116**

**Signed on behalf of the Insurers**



Authorised Signatory

Date :

23/05/2018

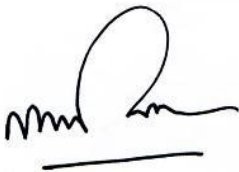
# POLICY SCHEDULE

## Malpractice, Public & Products Liability

Attaching to and forming part of Policy Number: 15842/G15/YL-CR/4

- |     |  |   |
|-----|--|---|
| 1.  | The Insured:   | Grampian Yoga Association   |
| 2.  | Insured's Address:   | GYA Treasurer<br>6 Kirkton Park<br>Chapel of Garioch<br>INVERURIE<br>AB51 5HF |
| 3.  | Limit of Indemnity:  | £7,000,000  |
| 4.  | Excess :   | £250.00 Third Party Property Loss/Damage<br>Nil Injury                        |
| 5.  | Premium:   | £55.00  |
|     | Insurance Premium Tax (IPT)                                | £6.60   |
|     | Premium (Including IPT)                                    | £61.60  |
|     | Administration Fee   | £25.00  |
|     | Other Fees   | £0.00   |
|     | Total  | £86.60  |
| 6.  | Retroactive Date   | Not Applicable  |
| 7.  | Period of Insurance  | From: 19/06/2018<br>To: 18/06/2019  |
| 8.  | Insured's Profession/Business Description                  | Association   |
|     | Activities Covered   | Yoga  |
|     | Extensions Included  | Promotions and Exhibitions<br>Contingent/Vicarious Liability                  |
| 9.  | Proposal Form/Statement Date:                              | 19/06/2014  |
| 10. | Claims Notified to:  | DSC – Strand Limited<br>Swithins, Tilford Road, Farnham, Surrey, GU9 8HU      |
| 11. | Endorsements attaching to and forming part of this policy: | Instructors Endorsements<br>78 - Contingent/Vicarious Liability               |

Signed on behalf of the Insurer in Farnham this day of 23/05/2018



Authorised signatory

This Policy is issued in accordance with the authorisation granted under **Agreement Number: B1011NULDSC116**

DSC – Strand Limited and the Insurer are authorised and regulated by the Financial Conduct Authority,  
whose address is 25, The North Colonnade, Canary Wharf, London, E14 5HS

## Attaching to and forming part of: Policy Schedule Number 15842/G15/YL-CR/4

### Instructor Endorsements

The following relevant endorsements apply only where classes/instruction are given in the subjects indicated.

#### Classes for Children

**Exclusion 28** of the Policy is deleted and replaced with the following:

Any claim or loss directly or indirectly arising from treatment or advice in connection with any under-aged person, which for the purposes of this exclusion is deemed to be a person, who at the time of any treatment or advice being carried out upon them has not attained the age of 16 years.

This exclusion will not apply if:

- a. the under-aged person's parent/s or guardian/s have consented to such therapy sessions and are present at all times whilst such therapy(ies) are being administered
- b. the treatment/session involves Yoga, Tai Chi, Dance, Exercise, Activity or Relaxation classes specifically arranged for under-aged persons
- c. unaccompanied young persons of 14 and 15 years have parental consent for attending Yoga, Tai Chi, Exercise, Activity or Relaxation classes and have provided this in writing to the Studio/Centre where the classes are held

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

#### Fitness, Gym and Aerobic Exercise Instructors

It is warranted that the Insured will ensure that a health screening form is completed by each individual client and if any medical condition is declared the client will be asked to obtain written confirmation from their General Practitioner that the client can undertake exercise and/or fitness training prior to the client actually undertaking any exercise and/or fitness training.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

#### Gym Instructor Training Endorsement

Excluding claims arising from or relating to gymnastics for children i.e. persons below 18 years of age.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

#### Martial Combat/Contact Instructors

It is warranted that the standard Malpractice indemnity limit (£7,000,000) is reduced, being restricted to £250,000 (in all; including costs and expenses) in respect of vigorous Martial Art routines such as self-defence/combat and competition work. The indemnity limit for Public Liability remains unaffected at £7,000,000.

It is further warranted that the Insured will ensure that a form of disclaimer is signed by each individual student and if any medical condition is declared the student will be asked to obtain written confirmation from their General Practitioner that the client can undertake the activity prior to the student actually undertaking the activity.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

#### Mother\* and Baby Classes

At all times the Mother\* will be wholly responsible for her/his own baby/infant. The instructor (Insured) will accept no liability for the baby/infant.

In classes where Mothers\* are receiving exercise instruction themselves, the cover provided is restricted to these exercise classes for the Mothers only. Babies may also be present in Buggies or similar but not carried/supported in Slings or Baby Carriers while Mothers\* are simultaneously exercising.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

\*(Mothers = Mothers/Parents/Guardians)

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

#### Mother and Baby/Infant Yoga and/or Massage

Mother and Baby Yoga classes include gentle physical movements and/or light-touch massage applied by the mother/parent/guardian under the direction of the Instructor (Insured).

At all times the mother/parent/guardian will be wholly responsible for their own baby/infant. The instructor (Insured) will accept no liability for the baby/infant.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

## Attaching to and forming part of Policy Schedule Number: 15842/G15/YL-CR/4 Instructor Endorsements (continued)

### **Mother and Baby/Infant Yoga and/or Massage - Exclusion**

Excluding claims arising from or relating to any exercise or instruction where the baby/infant is off the ground (unless whilst on the mother/parent/guardian who themselves are standing, sitting, kneeling or lying down). Notwithstanding the aforementioned this policy excludes any exercise or instruction where the baby/infant is in an inverted position where the baby is held head-down including being held by the ankles, legs or feet and with its body otherwise unsupported.

At all times the mother/parent/guardian will be wholly responsible for their own baby/infant. The instructor (Insured) will accept no liability for the baby/infant.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **Pool Based Exercise/Therapies**

It is warranted that a qualified lifeguard is present at all times during any exercise / treatment / therapy, with their lifeguard training updated as required.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **Post Natal Exercise**

Post Natal classes include physical movements as well as an opportunity for relaxation, stress re-education and relief for the mother only. Where the infant accompanies their Mother (parent) to these classes, the Mother (parent) will be wholly responsible for their own offspring. The Instructor will accept no liability for the children during this time.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **Pre-Natal Instructors (excluding Yoga Therapists)**

It is warranted that the Insured will ensure that a health screening form is completed by each individual client and if any medical condition is declared the client will be asked to obtain written confirmation from their General Practitioner that the client can undertake exercise and/or fitness training prior to the client actually undertaking any exercise and/or fitness training.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **Yoga Therapy/Remedial Yoga**

Excluding Claims arising from or relating to professional sports persons.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **Endorsement 78 – Contingent/Vicarious Liability**

The cover provided by this insurance is hereby extended to include indemnity in respect of other teachers/trainers/therapists working at the policyholder's invitation /request.

It is further warranted that all such teachers/trainers/therapists (regulars and guests) \* have their own insurance cover in place. This insurance indemnifies the policyholder but all existing teachers/trainers/therapists\* and any new ones joining during the year must have the requisite cover too, for this vicarious liability cover to remain valid.

*\*this also includes tutors, instructors, assessors, consultants and practitioners.*

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **Insurance Act 2015 Amendment Clause**

The rights and obligations applying to the Insured and the Insurer shall be interpreted in accordance with the provisions of the Insurance Act 2015, including as further defined herein –

- a) Any duty of disclosure and fair presentation of risk
- b) Effect of warranties
- c) Effects of acts of fraud

Except for any remedies shown within this Policy that are more favourable to the Insured, in which case the remedies set out within the Insurance Act 2015 including as further defined herein shall be superseded.

## Attaching to and forming part of Policy Schedule Number: 15842/G15/YL-CR/4

### Duty of Disclosure / Fair Presentation

The Insured shall comply and continue to comply with their duty of Fair Presentation as defined in Section 3 of the Insurance Act 2015, and provide to Insurers a Fair Presentation of the risk at inception, renewal and variation of this Policy.

A "Fair Presentation of risk" means the Insured must disclose to Insurers:

- a) every material circumstance that the Insured knows or ought to know (including matters known to those responsible for the Insured's insurance, and, if the Insured is not an individual, matters known to their senior management); or
- b) information to put Insurers on notice that they need to make further enquiries for the purpose of revealing those material circumstances; and
- c) such disclosure is in a manner which would be reasonably clear and accessible to Insurers; and
- d) in which every material representation as to a matter of fact is substantially correct and every material representation as to a matter of expectation or belief is made in good faith.

A circumstance or representation is material if it would influence the Insurers judgement as a prudent insurer in determining whether to take the risk insured by this Policy and if so on what terms.

In the event of any failure by the Insured to provide such a Fair Presentation of risk:

- i. Insurers may avoid this Policy and refuse all Claims if:
  - a) such failure was deliberate or reckless and/or
  - b) Insurers would not have entered into this Policy on any terms if the Insured had made a Fair Presentation of the risk.Should Insurers avoid the Policy, they will return the Premium paid to the Insured unless such failure was deliberate or reckless.
- ii. if Insurers would have entered into the Policy but on different terms had the Insured made a Fair Presentation of the risk, Insurers may:
  - a) reduce proportionately the amount to be paid on any Claim if Insurers would have charged a higher Premium calculated by applying the percentage that the actual Premium charged bears to the higher Premium
  - b) treat the Policy as entered into on any such different terms (other than relating to the Premium) that the Insurer would have entered into had the Insured made a Fair Presentation of risk.

A breach will be deliberate if the Insured knows that they are in breach of the duty. It will be reckless if the Insured does not care whether they are in breach of the duty.

### Warranties

If the Insured breaches a warranty in this Policy, the Insurers liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

### Dishonest and Fraudulent Claims

If the Insured makes any Claims for indemnity knowing the same to be false or fraudulent as regards amount or otherwise, Insurers are not liable to pay the entire Claim (including any parts of the Claim which are genuine) and are entitled to recover from the Insured any sums paid in respect of the fraudulent Claim. Furthermore, the Insurer is entitled, at their election, to give notice to the Insured to terminate the Policy, with effect from the date of the fraudulent event, such notice to be given within 30 days of Insurers absolute knowledge of the fraudulent Claim and to retain the Premium in its entirety.

If the Insured makes a legitimate Claim but later deploy a fraudulent device to increase its chances of recovery, Insurers may, at their election, give notice to terminate the contract from the moment that the device was deployed, such notice to be given within 30 days of Insurers absolute knowledge of the deployment of the fraudulent device and to retain the Premium in its entirety.

If the Insurer discovers at a later date that the Insured has made a fraudulent Claim, Insurers may, at their election, give notice to the Insured to terminate the Policy retrospectively, with effect from the date of the fraud, such notice to be given within 30 days of Insurers absolute knowledge of the fraud, and to retain the Premium in its entirety.

Insurers knowledge is "absolute" once they have completed an investigation of any suspected false or fraudulent act, including, where appropriate, obtaining further information from the Insured.

## Yoga-Link Statement of Fact

**It is very important that you carefully read all of this Statement.**

Your policy is based on the information you have provided to us, as shown in the Details below, and on the terms set out in the insurance policy. This Statement of Fact, together with the Details below and any other information provided by you or on your behalf before the commencement date of this policy, is incorporated in and forms the basis of your insurance policy and we have relied on this information in offering this policy to you on its current terms.

**WARNING – If any of this information is incorrect you must contact us immediately to ensure that we pass that information on to the underwriters. We reserve the right in accordance with the terms of your policy to amend the Premium and/or terms and conditions or cancel your policy if there is a material inaccuracy in this information.**

**If you fail to advise us that the information is inaccurate, we may avoid the cover, with the result that you would not have insurance for any Claims during the period. If you are in any doubt whether a fact is material, you should disclose it.**

<b>Contact Name:</b> Gordon Edward	
<b>Company Name:</b> Grampian Yoga Association	
<b>Insured Profession/ Business Type:</b> Association	
<b>Address:</b> GYA Treasurer 6 Kirkton Park Chapel of Garioch INVERURIE AB51 5HF	<b>Tel No:</b> 07759 050306  <b>Email:</b> gwedward@hotmail.com
<b>Policy Number:</b> 15842/G15/YL-CR/4	<b>Our Ref:</b> 15842

The Company's Proprietors, Directors or Partners have not had any claims made against them nor incidents that would give rise to a claim under this policy during the last 5 years as a result of any negligence or error or omission arising out of your business nor are you aware of any circumstances that may result in any such claim being made against you?
No company has declined your proposal, cancelled or refused to renew your policy or required special terms or conditions.
The Company's Proprietors, Directors or Partners do not have any convictions that are not spent under the Rehabilitation of Offenders Act.
The Company's Proprietors, Directors or Partners have never been declared Bankrupt or insolvent or been disqualified from being a company director.
The Company's Proprietors, Directors or Partners have never been subject to a disciplinary hearing or suspended from any Professional Organisation that is relevant to the activities covered by this policy.
Your business operates from the United Kingdom of Great Britain and Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man.
All your Instructors/Therapist are Qualified for the activities they undertake and these are kept up to date where applicable. <b>Activities Covered:</b> Yoga <b>Extensions Included:</b> Promotions, Exhibitions & specific Events associated with the business, only as declared Contingent/Vicarious Liability <i>In the event of a claim evidence of your relevant training/qualification(s) will be required.</i>
It is a requirement that all (regulars and guests) teachers/tutors/instructors/therapists have their own cover in place. This insurance provides for the business as an entity but all existing teachers/therapists and any new ones joining during the year, must have the requisite cover too, for the business cover to remain valid. It is recommended that a mechanism be introduced to ensure that this is checked annually and whenever a new teacher/therapist is engaged.
You have not selected cover in respect of Employers' Liability, as everyone involved is self-employed.
You have not selected cover in respect of Professional Indemnity which provides the added 'advice' cover that protects against allegations of poor or inadequate training, normally only required by Teacher Trainers.

Effective Date: 19/06/2018
----------------------------

**Please keep this Statement of Fact for your records together with your Policy documents**