

Professional Liability CERTIFICATE OF INSURANCE

Incorporating Malpractice, Public & Products Liability



Arranged by DSC-Strand Limited
Swithins, Tilford Road, Farnham, Surrey GU9 8HU
Tel: 00 44 1252 735806 Email: enquiries@wellbeinginsurance.co.uk

Policy Number:	12826/G17/CS-II/6
Insured:	Andrew Chapple

Activities Covered: Tai Chi (Health) - includes Standard Tai Chi classes incorporating cover for Taiji Form, Weapons, Pushing Hands and slow structured applications, plus Tai Chi for Children, Remedial Tai Chi and Standard Qi Gong Exercises (Soft Form), but excluding Martial Tai Chi.
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Extensions: Online Classes/Tuition/Working
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Limit of Indemnity	£7,000,000 in all, including costs and expenses
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Period of Insurance	23/01/2021 to 22/01/2022 (both days inclusive)
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This Policy is issued in accordance with the authorisation granted under **Agreement Number: B1011AULDSC2020**

Signed on behalf of the Insurers



Authorised Signatory

Date :

12/01/2021

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

POLICY SCHEDULE

Malpractice, Public & Products Liability

Attaching to and forming part of Policy Number: 12826/G17/CS-I//6

The Insured: Andrew Chapple

Insured's Address: Holmisdale House
Glendale
ISLE OF SKYE
IV55 8WS

Jurisdiction: Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

Territorial Limits: Anywhere in the world (*unless otherwise stated in your policy or any endorsement*)

Limit of Indemnity: £7,000,000 *in all, including costs and expenses*

Excess : £250.00 Third Party Property Loss/Damage
Nil Injury

Premium: £22.00
Insurance Premium Tax (IPT) £2.64
Policy Fee £25.00
Total Insurance Premium £49.64

Retroactive Date Not Applicable

Period of Insurance From: 23/01/2021
To: 22/01/2022

Insured's Activities Tai Chi (Health)
Extensions Online Classes/Tuition/Working

Proposal Form/Statement Date: 29/12/2011

Claims Notified to: DSC – Strand Limited
Swithins, Tilford Road, Farnham, Surrey, GU9 8HU

Endorsements attaching to and forming part of this policy: Tai Chi Instructors
83a Online Classes/Tuition/Working

Signed on behalf of the Insurer in Farnham this day of 12/01/2021



Authorised signatory

This Policy is issued in accordance with the authorisation granted under **Agreement Number: B1011AULDSC2020**

Attaching to and forming part of Policy Schedule Number: 12826/G17/CS-I//6

Tai Chi Instructor Endorsements

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

Classes for Children

Exclusion 25 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.

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.

Attaching to and forming part of Policy Schedule Number: 12826/G17/CS-I//6

Endorsement 83a – Standard Online Tuition / Classes

For the purposes of this Endorsement, Exclusion 10 (h) of the Policy is hereby deleted and of no effect.

(i) Live Interaction Consultations, Treatments and Classes held in real-time with live interaction between instructor/therapist and student/client conducted electronically

Cover is hereby extended to include Consultations, Treatments and Classes held in real-time with live two-way visual interaction between instructor/therapist and student/client conducted electronically.

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

(i) Non-Interactive Fitness Training, Yoga, Pilates, Tai Chi (Soft Form), Meditation and/or Mindfulness Classes/Instruction conducted electronically

Cover is hereby extended to include Non-Interactive Online Classes/Instruction conducted electronically subject to:

- Activities restricted to Fitness Training, Yoga, Pilates, Tai Chi (Soft Form), Meditation and/or Mindfulness only;
- The application of a legal disclaimer stating that students' participation in the class/instruction is at their own risk and subject to and governed by English Law and the exclusive jurisdiction of the Courts of England and Wales;
- The provision of Online Classes/Instruction is via a secure platform/medium that requires a personal ID and password enabled by the Insured. **For the avoidance of doubt cover hereunder excludes any claims arising from and/or relating to YouTube posts or broadcasts (or via any other similar platform/medium) where the Insured cannot restrict access to specific students;**
- The participating students are already registered with the Insured and are known to them, or if new to the instructor have been pre-registered with a PARQ form or equivalent, or have received an initial assessment and have either been observed in a previous 1:1 or small online class setting, or in a previous physical class;
- Online Classes/Instruction must be suitable to be taught remotely and the Insured at each session must proactively discuss and encourage the students to practice in a suitable environment and spacious area;
- The Insured makes clear to whom the class is addressed, and the level of students aimed at i.e. Beginners, Intermediate, Experienced, Child with Parent/Guardian, etc.; and
- Records of sessions are maintained in accordance with Condition Precedent 3 of the Policy Wording.

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

Professional Liability 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.

Full Name: Andrew Chapple	
Address: Holmisdale House Glendale ISLE OF SKYE IV55 8WS	Tel No(s): 01539 622045
	Email: andi@music.freakout.biz
Policy Number: 12826/G17/CS-I//6	Our Ref: 12826
You have not had any claims made against you or 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 and you are not 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.	
You do not have any convictions that are not spent under the Rehabilitation of Offenders Act.	
You have never been declared Bankrupt or insolvent or been disqualified from being a company director.	
You have never been subject to a disciplinary hearing or suspended from any Professional Organisation that is relevant to the activities covered by this policy.	
You are resident in and your business operates from the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man.	
You are Qualified and have a qualification(s)/certificate(s)/diploma(s) for the activities shown below, which are kept up to date where applicable, or you are a Student Teacher enrolled on a training course and studying towards your diploma, or you are an experienced Tai Chi Instructor. Activities Covered: Tai Chi (Health) Optional Extensions: Online Classes/Tuition/Working <i>In the event of a claim evidence of your relevant training/qualification(s) will be required.</i>	
<i>Instructors</i> - Different methodologies and class-types, such as classes for children of all ages, the elderly or less able are acceptable if they satisfy the teacher-training criteria of the tutor/school upon which you are relying for this insurance. You will not attempt to teach techniques beyond the level reached in your training programme, nor will your class deviate from the age limits permitted by your training organisation	
<i>Students (Instructor):</i> Having first notified the class members that you are still undergoing training, you will not attempt to teach techniques beyond the level reached in your training programme, nor will your class deviate from the age limits/class sized permitted by your training organisation.	
<i>Students (Therapist):</i> Having first notified the recipients they are receiving treatment free of all charges, as part of your training, you are restricted to performing practice treatments for case work only. Furthermore, you must not offer treatments outside of your capabilities, which at all times must be governed by the phase reached in your training programme and your tutor's assessment.	
<i>Teacher Training:</i> You have not selected extra Professional Indemnity cover which provides for advice given that protects against allegations of poor or inadequate training, normally only required by Teacher Trainers.	
Effective Date: 23/01/2021	

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