

# 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

<b>Policy Number:</b>	27385/G8/YL-I/-
<b>Insured:</b>	Sophie Jourdain

<b>Insured's Activities:</b> Yoga Instructor - includes all the usual yoga disciplines i.e. Postures, Breath work, Relaxation techniques, Meditation Techniques and Cleansing Practices, also Yoga Therapy/Remedial Yoga, GP Referrals, Ante &/or Post Natal Yoga, Baby Yoga &/or Infant Massage, Children's Yoga, Face Yoga, Laughter and Aqua Yoga; all insofar as you are trained to teach it, but excluding Anti-Gravity/Aerial/Swing/Board Yoga, Stand up Paddle Yoga and Yoga with Animals.
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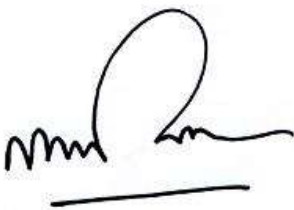
<b>Extensions:</b> None
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<b>Limit of Indemnity</b>	<b>£7,000,000</b> in all, including costs and expenses
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<b>Period of Insurance</b>	<b>02/12/2019 to 01/12/2020</b> (both days inclusive)
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This Policy is issued in accordance with the authorisation granted under **Agreement Number: B1011AULDSC2019**

**Signed on behalf of the Insurers**



Authorised Signatory

Date :

03/12/2019

# POLICY SCHEDULE

## Malpractice, Public & Products Liability

Attaching to and forming part of Policy Number: 27385/G8/YL-I/-

The Insured: Sophie Jourdain

Insured's Address: 60 Leytonstone Road  
Apt 9  
LONDON  
E15 1SQ

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: 02/12/2019  
To: 01/12/2020

Insured's Activities: Yoga Instructor


Extensions: None

Proposal Form/Statement Date: 03/12/2019

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

Endorsements attaching to and forming part of this policy: Instructors Endorsements

Signed on behalf of the Insurer in Farnham this day of 03/12/2019



Authorised signatory

This Policy is issued in accordance with the authorisation granted under **Agreement Number: B1011AULDSC2019**

## **Attaching to and forming part of Policy Schedule Number: 27385/G8/YL-I/-**

### **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.

#### **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)



**Attaching to and forming part of Policy Schedule Number: 27385/G8/YL-I/-**

## **Instructor Endorsements (continued)**

### **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.

### **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.

## 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.**

<b>Full Name:</b> Sophie Jourdain	
<b>Address:</b> 60 Leytonstone Road Apt 9 LONDON E15 1SQ	<b>Tel No:</b> 0033687865574
	<b>Email:</b> sophie.jourdain.pro@gmail.com
<b>Policy Number:</b> 27385/G8/YL-I/-	<b>Our Ref:</b> 27385
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.	
Your Primary Residence is in 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.	
<b>Activities Covered:</b> <b>Yoga Instructor</b>	
<b>Extensions:</b> <b>None</b>	
<i>In the event of a claim evidence of your relevant training/qualification(s) will be required.</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 that issued the qualifying certificate/diploma 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/class sizes 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 sizes 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.	
<b>Effective Date:</b> 02/12/2019	

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