



Yoga-Link

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

CERTIFICATE OF INSURANCE

Malpractice, Public & Products Liability

Insured Member:	Sarah Barber
IY (UK) Ltd ID Number	15471
Certification Level:	Junior Intermediate Level 1
Policy Number:	12621/G27/YL/0379/3

Insured's Profession:
Iyengar Yoga Teacher - Insured to teach the syllabus appropriate to certificate and types of classes according to certification level. Please refer to enclosed document -Teaching Certificate Guidelines.

Additional Activities:
None

Extensions:
Public Liability Premises Risk - At Home(up to 10 classes per week)

Limit of Indemnity	£10,000,000 in all: including costs and expenses
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Period of Insurance	01/04/2017 to 31/03/2018 (both days inclusive)
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This Policy is issued in accordance with the authorisation granted under **B1011NULYOGA2016**

Signed on behalf of the Insurers

Authorised Signatory

Date :

09/03/2017

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: 12621/G27/YL/0379/3

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|-----|--|---|
| 1. | The Insured: | Sarah Barber |
| 2. | Insured's Address: | 532 Parrswood Road
East Didsbury
Manchester
M20 5QA |
| 3. | Limit of Indemnity: | £10,000,000 |
| 4. | Excess : | £250.00 Third Party Property Loss/Damage
Nil Injury |
| 5. | Premium: | £38.00 |
| | Insurance Premium Tax (IPT) | £3.80 |
| | Premium (Including IPT) | £41.80 |
| | Administration Fee | £15.00 |
| | Other Fees | £0.00 |
| | Total | £56.80 |
| 6. | Retroactive Date | Not Applicable |
| 7. | Period of Insurance | From: 01/04/2017
To: 31/03/2018 |
| 8. | Insured's Profession | Iyengar Yoga Teacher |
| | Additional Activities | None |
| | Extensions | Public Liability Premises Risk - At Home(10) |
| 9. | Proposal Form/Statement Date: | 19/10/2011 |
| 10. | Claims Notified to: | DSC – Strand Limited
Swithins, Tilford Road, Farnham, Surrey, GU9 8HU |
| 11. | Endorsements attaching to and forming part of this policy: | 12 - Public Liability Premises Extension ,
Iyengar Yoga Teacher Endorsements |

Signed on behalf of the Insurer in Farnham this day of 09/03/2017

Authorised signatory

This Policy is issued in accordance with the authorisation granted under **Agreement Number: B1011NULYOGA2016**

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



Attaching to and forming part of Policy Schedule Number: 12621/G27/YL/0379/3

Iyengar Yoga Teacher - Endorsements

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

Yoga 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.

Post Natal Yoga

Post Natal Yoga 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.

Training towards higher certificates

Teachers wishing to gain the next certificate are covered under their Teacher Trainer's insurance during formal Teacher Training sessions. Outside of these sessions, teachers studying/gaining teaching experience in a class situation under the guidance of a teacher who holds a certificate to the higher level would be covered under that teacher's insurance policy.

Endorsement 12 - Public Liability Premises extension

Insuring Clause B (see policy wording) is extended to indemnify the Insured for legal liability in respect of claims made as a result of claims arising out of the ownership, possession or use of the premises used by the Insured for the purpose of the Insured's profession.

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

Libel & Slander Extension

This policy extends to include Claims made against the Insured for libel or slander committed in good faith by reason of words written or spoken by the Insured or by any employee in the course of the Insured's profession.

All other terms, conditions and exclusions 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.



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.



Teaching Certificate Guidelines.

Teaching to Certification Level

In the classroom situation and in the use of electronic media for teaching, IY (UK) members are expected to adhere to the syllabus appropriate to their certificate. In addition: Therapy classes may only be undertaken in clearly defined circumstances, after application to and approval in writing from the Therapy Committee. Teaching beyond certification level will render invalid any insurance policy should a student make an injurious claim against the teacher.

Introductory Level 2

Teachers who hold the IL2 Certificate may teach General yoga classes and Children's yoga classes (ages six and above). Classes should include healthy students only, though those suffering from common conditions with minor associated risks may participate (e.g. neck, shoulder, lower back or knee issues, constipation, diarrhoea, headache, high blood pressure, anxiety, depression, diabetes, chronic fatigue syndrome).

Teachers should always consult a Senior Therapy teacher if students have conditions that they are unsure how to deal with, even if those conditions are minor.

IL2 teachers are not permitted to take one-to-one, specialist Therapy, or Ante Natal classes. A healthy student with a normal pregnancy who already attends a class may continue to participate. PLEASE REFER TO PREGNANCY GUIDELINES BELOW. IL2 teachers may observe in Therapy classes, and, at the request of the Senior teacher taking the class, may help with bringing and arranging equipment.

Intermediate Junior Level 1

In addition to the classes that may be taught by holders of the IL2 Certificate, teachers at this level may teach Gentle classes, for students who need to work at a slower pace, or with more help from props.

These are not to be confused with Therapy classes and should not include Therapy sequences. IJL1 teachers may handle students in Therapy classes under the guidance of the Senior teacher taking the class.

Teachers who qualified at this level in 2009 or earlier are permitted to teach only those students who were attending their one-to-one classes in 2009, and as long as the student has no remedial or medical problems.

Intermediate Junior Level 2

In addition to that which is allowed at IJL1, all IJL2 teachers may teach one-to-one classes, as long as the student has no remedial or medical problems. They may teach Ante Natal classes to students with healthy pregnancies.

If no Senior teachers are available locally, IJL2 teachers who qualified in 2009 or earlier may teach abnormal pregnancy cases, but only under the supervision of a Senior teacher. PLEASE REFER TO PREGNANCY GUIDELINES BELOW. Teachers who gained their IJL2 qualification in 2010 or later should not take on students with pregnancy complications.

IJL2 teachers are normally only permitted to take Therapy work in the presence of a teacher qualified for that work. IJL2 teachers who qualified in 2009 or earlier and who have been teaching a Therapy class or medical cases may continue working, subject to approval by IY (UK), in an existing therapy situation on the understanding that they will seek to upgrade to IJL3 where feasible. (This does not apply to teachers who gained their IJL2 qualification in 2010 or later.) They are also expected to attend medical classes at RIMYI as soon as possible.



Teaching Certificate Guidelines – Continued.

Intermediate Junior Level 3

In addition to that which is allowed at IJL2, IJL3 teachers who qualified in 2009 or earlier may continue teaching the therapy classes they were teaching at that time but will be expected to be in regular communication with a Senior teacher experienced in Therapy work. They are also expected to attend medical classes at RIMYI as soon as possible. Advice must be sought from the Therapy Committee or a Senior Therapy teacher if teaching abnormal pregnancy cases. IJL3 teachers may run a Teacher Training class if this has been approved by IY (UK).

Intermediate Senior Level 1 and above

In addition to that which is allowed at IJL3, ISL1 teachers are also permitted to teach Therapy classes and abnormal pregnancy cases, subject to approval by IY (UK).

Any teacher teaching a Therapy class is expected to have assisted in the medical classes at RIMYI. ISL1 teachers may also teach themed workshops and/or classes (e.g. inversions, rope work, knee injuries, shoulders and upper backs, etc.)

PREGNANCY GUIDELINES

When joining a yoga class all female students of childbearing age should be informed of the need to tell the teacher as soon as they are aware they may be pregnant. These students should then be advised to work with caution until the 8th week of pregnancy, thereafter to avoid coning to class until the beginning of the second trimester.

Students should be advised to avoid standing poses and seated Baddha Konasna until the end of the first trimester i.e. 14 weeks.

If the student has a history of miscarriage she should avoid standing poses until the danger of miscarriage has passed. Teachers are advised to be familiar with *Yoga: A Gem for Women* and *Iyengar Yoga for Motherhood*.

Students with an abnormal pregnancy would include those who have had more than one miscarriage, those who experienced any form of bleeding during pregnancy, and those who have had cause to contact their obstetrician or midwife for anything other than routine care, or about any complications. This would also include students who have a multiple pregnancy (two or more foetuses) and/or have had an assisted conception.

Teachers should always consult a Senior Therapy teacher if they are unsure of how to proceed. All information will at all times be treated with utmost confidentiality.



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.

Full Name: Sarah Barber	
Address: 532 Parrswood Road East Didsbury Manchester M20 5QA	Tel No: 01616136481
	Email: sarah@yogaiyengar.co.uk
Policy Number: 12621/G27/YL/0379/3	Our Ref: 12621
You are a current member of IY (UK) Limited	
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 Republic of 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. Principal Activity: Iyengar Yoga Teacher Additional Activities: None Optional Extensions: Public Liability Premises Risk - At Home(10) <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 (Teachers):</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.	
Effective Date: 01/04/2017	

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