

Hairdressers Journal Direct - Student Public Products & Treatment Liability Policy

Summary of Cover

This document is a guide to the cover provided under your Hairdressers Journal Direct Student policy. It is only a summary and does not contain the full terms and conditions of the contract. For full details of your cover please read your insurance policy, Certificate of Insurance (which indicates operative sections) and any endorsements that apply. A copy of your policy wording can be obtained online at www.hjdirect.co.uk or by contacting your Insurance Advisor at InEvexco Ltd

Public and Products Liability cover is a compulsory section of this policy.

AXA Insurance UK Plc provides this insurance

Type of Insurance Package for Hair and Beauty Students including Nail Technicians

Period of Cover 12 Months or as shown on the Certificate of Insurance

PUBLIC AND PRODUCTS LIABILITY		
Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that contains further details
<p>This section covers your legal liability arising out of accidental Injury to members of the public or accidental loss of or damage to their property resulting directly from the business within the Territorial Limits during the period of insurance (including claimants' costs and expenses)</p> <p>Legal defence costs in defending a claim are also insured, subject to our agreement</p> <p>The standard Limit of Cover provided for Public Liability is £6,000,000 for any one event except for liability arising from Treatments which is £6,000,000 for any one period of insurance.</p> <p>The standard Limit of Cover provided for Products Liability is £6,000,000 for any one period of insurance.</p>	<p>Territorial Limits: England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man, and any member country of the European Union</p> <p>Exclusions: Liability</p> <ul style="list-style-type: none"> • Arising from work in or on or in connection with: <ul style="list-style-type: none"> - docks, harbours or railways - watercraft or offshore gas or oil installations - chemical or petrochemical works, oil or gas refineries or storage facilities - aircraft, airports or airfields - collieries, mines or quarries - power stations - any installation where nuclear processing is undertaken • Arising from work or visits offshore • For damage to property in your custody or control or being worked upon • From design or advice given for a fee • For costs incurred in recalling, repairing or replacing any product or of rectifying defective workmanship • For gradual pollution or contamination • Arising from removal, handling or disposing of asbestos • Arising from fraud forgery or deception • For the first £100 of every Third Party Property Damage claim • Arising from the hiring out of equipment • In connection with Salon premises owned leased or rented by you or in which you are working other than where a formal contract exists between you and the Salon owner making you responsible for maintenance of the Salon or any equipment provided by the owner of the Salon • arising from any Product or other goods imported from outside the United Kingdom by you or any Product or Treatment which cannot demonstrate safety testing in accordance with the standards of the United Kingdom. <p>Warranties applicable to individual Treatments must be complied with</p>	<p>Public and Products Liability</p> <p>"Injury" is defined in the Definitions</p> <p>Public and Products Liability</p> <p>"Treatments" is defined in the Definitions</p> <p>"Offshore" is defined in the Definitions</p> <p>"Products" is defined in the Definitions</p> <p>Public and Products Liability</p> <p>"Salon" is defined in the Definitions</p> <p>The Certificate of Insurance shows the Limit of Cover, details of Standard Treatments covered and any Additional Treatments added by you</p>



PUBLIC AND PRODUCTS LIABILITY (continued)

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that contains further details
The Retroactive Public and Products Extension extends the Cover provided by this policy in respect of Injury caused prior to the start of your policy	<ul style="list-style-type: none"> • Only applies if the claim is first made during this Period of Insurance • Only applies if the you are unable to establish the identity or existence of a previous Insurer or you are unable to obtain Cover under a previous Policy (see Policy for full conditions) • Will not apply to any cause happening before the Retroactive Date 	<p>Public and Products Liability</p> <p>“Retroactive Date” is explained within this Extension</p>
The Non Injury Treatment Extension provides cover where no Injury has occurred, for breach of professional duty consequent upon any neglect error or omission in providing advice or Treatment	<ul style="list-style-type: none"> • A claim must first be made in writing against you • The claim must be notified to Us during the Period of Insurance • We will not be liable for the first 10% of any claim or any cause happening before the Retroactive date • We will not be liable for any amount in excess of £50,000 in respect of all losses occurring in the aggregate in any one period of insurance 	<p>Public and Products Liability</p> <p>“Retroactive Date” is explained within this Extension</p>
Legal costs and expenses incurred for representation at any coroners inquest or inquiry in respect of any death which may be the subject of a valid claim under this policy	<ul style="list-style-type: none"> • Costs and expenses must be incurred with our written consent 	Public and Products Liability Extensions
The Cover for Principal Extension will insure any Principal for legal liability arising out of work carried out by you under a contract or agreement so long as settlement would have been provided had the claim been made against you	<ul style="list-style-type: none"> • The Principal must comply with the terms and conditions of the Policy • We must have full control of all claims 	<p>Public and Products Liability Extensions</p> <p>“Principal” is defined within the Extension</p>

PROPERTY / EQUIPMENT SECTION

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that contains further details
<p>Loss of or damage to</p> <p>Stock Equipment Fixtures Fittings Computer Equipment and all other equipment used in connection with your Trade or Business either your property or hired in for which you are responsible</p> <p>Limit not exceeding £5,000 any one event</p>	<p>Cover applies anywhere in the European Union</p> <p>Excess £50 each and every loss</p> <p>Exclusions:</p> <p>Theft from unattended vehicles overnight unless in a securely locked garage or alarmed vehicle with an approved alarm</p> <p>Theft of unattended moveable property in the open</p> <p>Theft from any building not involving forcible and violent entry into or exit from such building</p> <p>Theft from open sided or open backed vehicles / trailers</p>	<p>Property / Equipment Section</p> <p>Property / Equipment Section</p>

GENERAL EXCLUSIONS and CONDITIONS

Significant Conditions	Significant Exclusions	Section of the Policy that contains further details
<p>CONDITIONS</p> <p>You must comply with the conditions of the policy explained in the General Conditions section of the policy wording for cover to apply.</p> <p>These include:</p> <ul style="list-style-type: none"> • your duty to take reasonable precautions to prevent injury, loss or damage • actions you must take as soon as you are aware of a possible claim under the policy. 	<p>EXCLUSIONS</p> <p>The policy excludes loss, damage, injury or liability arising from or relating to:</p> <ul style="list-style-type: none"> • Nuclear or radioactive materials or incidents • Acts of War • Acts of Terrorism • Loss, damage or liability that is more specifically insured • Fines, penalties and punitive damages <p>Students Work - any liability arising out of or in connection with any Treatment carried out by You where You are not qualified in the Treatment being undertaken except</p> <ul style="list-style-type: none"> • under the direct supervision of a Qualified Person or • for students case study work, or for other work prior to qualification being obtained, if deemed ready or competent to do so by Your school or tutor <p>providing that:</p> <ul style="list-style-type: none"> • You do not practise outside the scope of what You have been taught and that regular supervision, ongoing case consultation and review for case studies is in place • You are to declare to any person prior to offering Treatment that You are not qualified • You may charge a fee if appropriate, provided this is allowed by the tutor or school in question and that it is a modest amount and evidently lower than an experienced and qualified professional would normally charge 	<p>General Exclusions or General Conditions (as appropriate)</p>

Cancellation Procedure

If you cancel the policy within the first 14 days, and there have been no claims or incidents likely to give rise to a claim, we will refund the premium in full.

If you cancel the policy after the first 14 days, you will not be entitled to any refund of premium.

A full explanation of your cancellation rights can be found in your policy booklet within the General Conditions section

Customer Service & Claims

This insurance is underwritten and administered by Inevexco Ltd on behalf of AXA Insurance UK Plc. Should you have a query regarding this insurance or should you wish to make a claim please contact:

InEvexco Limited
Suite 184, 80 Churchill Square Business Centre
Kings Hill
West Malling
Kent, ME19 4YU

Phone: **0345 340 3550**
Email: **info@hjdirect.co.uk**

How to make a complaint

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens, please use the following contact details. Please tell us your name and your policy number and the reason for your complaint. We may record phone calls.

For complaints about your policy, contact the InEvexco Limited at:

InEvexco Limited

Suite 184, 80 Churchill Square Business Centre
Kings Hill
West Malling
Kent, ME19 4YU

Phone: **0345 340 3550**
Email: **info@hjdirect.co.uk**

We promise to:

- Acknowledge your complaint within three days of receiving it;
- Have your complaint reviewed by a senior member of staff;
- Tell you the name of the person managing your complaint; and
- Respond in full to your complaint within 28 days. If this is not possible for any reason, we will write to you to explain why we have not been able to settle the matter quickly. We will also let you know when we will contact you again.

Calls to 0345 numbers will cost no more than calls to 01 or 02 numbers in the UK. Calls from mobile phones may cost more. Other network charges will vary.

Complaints to the Financial Ombudsman Service

If **You** remain dissatisfied after we have 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.

Its address is:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9GE

Phone: **08000 234 567** if calling from a landline or **0300 123 9123** if calling from a mobile

You can visit the Financial Ombudsman Service website at **www.fos.org.uk**

The ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. **You** can get more information from **Us** or the ombudsman.

If **You** take any of the action mentioned above, it will not affect **Your** right to take legal action.

Regulation

InEvexco Ltd are authorised and regulated by the Financial Conduct Authority no. 579079. AXA Insurance UK Plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check their website www.fca.org.uk, which includes a register of all the firms they regulate. Or you can phone them on **0800 111 6768**.

Financial Services Compensation Scheme

AXA Insurance UK Plc is covered by the Financial Services Compensation Scheme.

You may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations to **You** under this policy. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU), on its website: www.fscs.org.uk or by phone on 0800 678 1100 or 0207 741 4100.

InEvexco Ltd
Authorised and regulated by the Financial Conduct Authority no. 579079
Registered office address Suite 184, 80 Churchill Square Business Centre, Kings Hill, West Malling, Kent ME19 4YU
AXA Insurance UK Plc
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct
Authority and the Prudential Regulation Authority

Warranties applicable to Standard Treatments

You warrant that

- 1 Sterilisation**
all open-blade razors or needles shall be brand new or shall be sterilised thoroughly prior to commencing any **Treatment** on every customer
- 2 Qualifications**
Qualifications gained from online training **will not** be accepted.

In respect of hair extensions **You** must hold a full hairdressing qualification in addition to the relevant method.
- 3 Manufacturer's Instructions**
any equipment and products for the performance of **Treatments** will be used by **You** in accordance with manufacturer's instructions
- 4 Age Restriction**
You will obtain written consent from the parent or guardian of any person under the age of 16 prior to performing any **Treatment** unless otherwise stated in this policy.

You will not apply Acrylic Nails to anyone under the age of 14
- 5 Nail Extensions**
You will check that the client is not allergic to acrylics or plastics prior to applying false nails or nail extensions and before proceeding with the treatment.

You will not apply false nails or acrylic nail extensions to any person under the age of 14.
- 6 Alpha Hydroxy Acid & Beta Hydroxy Acid Treatments**
Prior to AHA or Enerpeel PA or Glycolic or Gly Derm **Treatments** being performed each client will be given full after-care instructions by **You** and will sign a record card to the effect that the client will carry out the after-care. Maximum concentration of Glycolic or Alpha Hydroxy Acids must not exceed 43% by volume unbuffered /esterified unless agreed in writing by **Us**

Alpha Hydroxy Acids (AHA) are defined as
 - (a) glycolic acid
 - (b) lactic acid
 - (c) malic acid
 - (d) citric acid
 - (e) glycolic acid plus ammonium glycolate
 - (f) alpha-hydroxyethanoic acid plus ammonium alpha- hydroxyethanoate
 - (g) alpha-hydroxyoctanoic acid
 - (h) hydroxycaproic acid
 - (i) mixed fruit acid
 - (j) tartaric acid
 - (k) tri-alpha hydroxy fruit acids
 - (l) triple fruit acid

- (m) sugar cane extract
- (n) alpha hydroxy and botanical complex
- (o) l-alpha hydroxy acid
- (p) glycomer in crosslinked fatty acids alpha nutrient (three AHAs)

Beta Hydroxy Acids are defined as

- (a) salicylic acid and related substances such as salicylate sodium
- (b) salicylate and willow extract
- (c) beta hydroxybutanoic acid
- (d) tropic acid
- (e) triethocanic acid

7 Dietary and Nutritional Advice

You will ensure that the client obtains consent from their General Practitioner prior to commencing a slimming diet under **Your** advice or instruction

8 Ear Piercing

You will not perform ear piercing other than to the soft non-cartilaginous part of the ear lobe using a system designed to protect the gun instrument from contamination using pre-sterilised ear studs and back clasps

9 Electrical Epilation

You will use a new sterile needle (which will be disposed of immediately into a sharps container once treatment is completed) for each client in respect of short wave diathermy

10 Eyelash And Eyebrow Tinting Including Semi-Permanent Mascara

You will perform a sensitivity patch test on the client using the exact substance that is to be applied during the eyelash or eyebrow treatment at least 24 hours before applying the client's eyelash or eyebrow for the first time and will not proceed with the treatment if the results of the test are not satisfactory

11 Sunbed Equipment

- (a) **Treatment** must be carried out in a **Salon**
- (b) **You** must comply with the Sunbeds (Regulation) Act 2010
- (c) there must be no more than a combined maximum of two sunbeds or tancabs within the **Salon**
- (d) the **Salon** must not be a Sunbed or Tanning salon only
- (e) **You** will ensure that prior to each time clients use sun bed equipment
 - (i) each client is given full instructions
 - (ii) each client reads the tanning equipment notice and signs a record to that effect each time they use the sun bed equipment
- (f) No clients under the age of 18 are permitted to use the equipment

12 Toning Tables

You must

- (a) have received training in the use of toning tables, power plates and vibro plates
- (b) take from the client their medical history and undertake a written consultation prior to use
- (c) ensure that the client signs the record card prior to each time they use the equipment stating that they are not suffering from any injury or medical condition that could be affected by the use of toning tables
- (d) display prominently the manufacturer's instructions
- (e) supervise use of toning tables and will remain on the premises continuously while the equipment is in use

13 Hair Colouring including Bikini Hair Colouring

You will perform a sensitivity patch test on the client using the exact substance that is to be applied during the Hair Colouring or Bikini Hair Colouring at least 24 hours prior to treating the client for the first time and will not proceed with the treatment if the results of the test are not satisfactory

14 Pregnancy Massage

You must

- (a) have the client's General Practitioner or Midwife's consent prior to treatment
- (b) not massage over the abdomen
- (c) not carry out treatment during the first trimester (12 weeks)
- (d) not massage pressure points on both sides of the ankles nor massage the webbing between thumb and index finger

15 Baby Massage

You must use a doll when teaching the parents/guardians how to carry out baby massage treatment

16 Waxing

You must hold the relevant qualification certificate for the waxing treatment carried out

17 Omnilux Treatments

You do not practise any Omnilux Revive or Omnilux Plus treatments other than skin rejuvenation or any form of Omnilux Blue or Omnilux PDT treatment

18 Face and Body Painting

A parent /guardian or responsible adult must be present to verbally consent to the face painting of a minor
No face painting may be carried out on any minor under the age of two years

You must

- (a) use only paints which have been specifically formulated as cosmetics for use on the face /body and are EU compliant
- (b) ensure adequate precautions will be taken to prevent infection from dirty water & brushes and cross infection from sponges already used on other persons
- (c) ensure no painting will be done in close proximity to open wounds, cold sores or other skin conditions

19 Glitter Tattoos

A parent guardian or responsible adult will be present to verbally consent to the application of the glitter tattoo on a minor under the age of 13
No glitter tattoos may be applied to any minor under the age of three years

You must

- (a) only use cosmetic grade glitter and cosmetic grade glue which have been specifically formulated for use in the application of glitter tattoos and are EU compliant
- (b) check for latex allergies prior to the application of any glitter tattoo
- (c) ensure adequate precautions will be taken to prevent infection from dirty water sponges & brushes and cross infection from any equipment already used on other persons
- (d) not apply any glitter tattoo above the neck line or to the face or to any person who has open wounds, cold sores or other skin conditions

20 Su-Do Body Art and Henna Body Art

You will perform a sensitivity patch test on the client using the exact substance that is to be applied during the Su-Do Body Art or Henna Art treatment at least 24 hours prior to treating the client and will not proceed with the treatment if the results of the test are not satisfactory

21 Hartuderm Anti-Wrinkle Treatment

You will use a new sterile needle (which will be disposed of immediately into a sharps container once treatment is completed) for each client

22 Thai Foot Massage

You will not

- (a) under any circumstances carry out the treatment on persons that
 - (i) have infectious disorders of the feet
 - (ii) have severe bruising to the feet
 - (iii) are in the first trimester of pregnancy
 - (iv) are under the influence of drugs and/or alcohol
 - (v) have a fever or contagious disease
- (b) unless approval has been obtained in writing from their General Practitioner carry out the **Treatment** on persons that
 - (i) have severe circulatory problems such as high or low blood pressure
 - (ii) are in the second or third trimester of pregnancy
 - (iii) have arthritis of the feet
 - (iv) are diabetic
 - (v) have recently suffered haemorrhage or swellings
 - (vi) have recently had an operation
 - (vii) are receiving medical treatment or have a condition that might be affected by **Treatment**

23 Thermo Auricular Therapy (Ear Candles)

the ear candles used incorporate a safety filter

24 Sports Massage

must be carried out by a person who holds Level 3 of the National Qualifications Framework or equivalent qualification and a pre-treatment questionnaire must be completed by the client prior to treatment being given

25 Hair Extensions

Cover for the application of Hair Extensions will only be provided to fully qualified Hairdressers and Hair Stylists and cover will not be extended to include the extensions themselves only the application of

26 Sauna/Steam Room Treatments

You will ensure that

- (a) All floors that are likely to become damp or wet have non-slip surfaces
- (b) Instructions are given to all customers as to the method of safe use of the facilities
- (c) **You** supervise the use of equipment at all times and will remain in the salon continuously while the equipment is in use

27 Sharps Disposal

You will ensure that all clinical waste is disposed of into a sharps container immediately after use and further disposed of by an appropriately qualified waste contractor or other approved method according to the currently recognised professional standard

28 Patch Testing

You will carry out relevant patch testing in accordance with training and manufacturer's instructions and

- (a) Before the provision of the clients first treatment
- (b) After a change in their medical history
- (c) When **You** change any preparations used in tinting treatments or change the manufacturer of the tinting preparations
- (d) At intervals of not more than 12 months
- (e) In accordance with those terms already specified previously

You will carry out patch testing in respect of the following treatments:

- (a) Laser Treatments
- (b) Intense Pulsed Light (IPL)
- (c) Tinting/Colouring (including semi-permanent mascara)
- (d) Micropigmentation
- (e) TCA Peels

You will not provide treatment following any allergic reaction to a skin test.

29 Record Keeping

- (a) **You** will adequately record each treatment given to each client
- (b) The record will include full details of the consultation process, the treatment, the result of the treatment and any aftercare instructions given where appropriate
- (c) **You** will keep the record for at least 7 years following the last occasion on which treatment was given. In the case of treatment to minors, **You** will keep records for at least 7 years after they reach the age of 18.
- (d) In the case of trial or demonstration sessions undertaken at shows, seminars, talks, conferences, course and exhibitions instead of a) b) or c) above, the name and brief details of the person, date of session, condition and treatment provided will be recorded
- (e) The record must include evidence of patch testing where applicable

- 30 Aftercare**
For all treatments where the client is required to perform aftercare, written instructions describing that care will be given to each client by **You** on each occasion that the treatment is given
- 31 Compliance with Local Authority Registration Requirements and Government Legislation**
You will maintain a valid registration with **Your** local authority where this is a requirement of **Your** local authority and comply with all legislation relating to the Treatment **You** perform
- 32 Hair Straightening Treatments**
You will not use any product containing more than 0.2% formaldehyde