

## Statement of Fact

By accepting this insurance you confirm that the facts stated below are true. These statements, and all information you or anyone on your behalf provided before Sportscover agreed to insure you, are incorporated into and form the basis of the policy.

If anything in these statements is not correct, or if any material information is not disclosed, Sportscover may be entitled to treat this insurance as if it had never existed.

You should keep this proposal form and statement of fact for your records.

## Business Activities

- You are either:
  - a self-employed individual working from home ;
  - a self-employed individual working on a mobile basis;
  - a self-employed individual working from a rented space in a third party premises;
  - a self-employed individual working from your own premise;
  - a self-employed individual employed by a third-party; or
  - a trainee working under the full supervision of a qualified instructor (relevant to the business activity being performed)
  - individuals employed as a Personal Trainer by a Limited company
- You only require cover for one or more of the activities, treatments or therapies listed on the approved activities list
- Your estimated annual income for the forthcoming year is not expected to exceed £100,000
- You hold valid and recognised professional qualifications for the activities, treatments or therapies you offer and for which cover is being sought
- Where applicable, you hold specific qualifications or have attended specialist training or have received written or verbal medical approval (noted on their medical records) from a qualified medical practitioner or midwife prior to the provision of any activities, treatments or therapies to:
  - clients who are pregnant or have just given birth (antenatal or postal natal);
  - clients who are disabled;
  - clients who are minors;
  - client who are elderly , frail and are likely to fall; and
  - clients who have had or are currently receiving treatment for cancer or any other adverse health condition
- If applicable, where you undertake any acceptable activities online including client specific, one to one work (and not just 'general advice which is not bespoke to each user) you confirm that:
  - You always obtain written confirmation where applicable, that the client has obtained sign off from their GP that they are a suitable candidate for the professional services or therapies that you offer;
  - You obtain full medical records from each of your clients and receive a completed PAR-Q (Physical Activity Readiness Questionnaire) for each client;
  - You provide a legally effective and detailed acceptance policy (including a disclaimer of liability) which the user must agree to prior to receiving your services;
  - You do not recommend the use of any diet pills; and
  - You do not recommend any very low calorie diets (VLCDs)
  - You retain client records for ten years and in the case of minors, ten years from the date of their majority
  - Clients must be registered members of the website in question and Fitness/Nutritional programmes are only to be available through a member log in section of a website, (including closed Facebook forums, forums available to registered members only, Dropbox & Emails) and not openly accessible to the public on an open website;
  - You must be domiciled in the United Kingdom
- In the last three years no claim or loss, whether successful or not, has occurred or been made against you
- You are not aware after reasonable enquiry of any matter which may lead to a claim against you. This includes, but is not limited to:
  - a shortcoming or problem in your work known to you which you cannot reasonably put right;
  - a complaint about your work or anything you have supplied which cannot be immediately resolved;
  - an escalating level of complaint on a particular project;
  - a client withholding payment due to you after any complaint
- You have never been declared bankrupt, made insolvent or made arrangements with creditors either personally or in any business capacity
- You have never had any insurance policy or proposal cancelled, withdrawn, declined or made subject to special terms

## Frequently Asked Questions

### **Where can I undertake my business activities?**

There are no restrictions surrounding where you can undertake your business activities as long as you have undertaken sufficient risk management in order to avoid a potential claim against you. For example, if you are an exercise class instructor, this might be in the form of a risk assessment of the surrounding areas and condition of the flooring to ensure that there is enough space for the amount of participants attending the class and that they are not exposed to any potential slipping hazards.

### **Are there any limits to the number of people I can instruct or provide my professional services to at any one time?**

You are to offer instruction in line with the guidelines and supervision levels of your specific qualifications and must not exceed any restrictions imposed by your qualifications. You must have undertaken appropriate risk management in order to avoid a potential claim against you, as above.

### **Am I allowed to provide my services online?**

Yes you can provided that you follow the stipulations as set out under the Business Activities section above and have completed an appropriate risk management of the services you intend to offer. Please note that the policy geographical limits are restricted to anywhere in the World excluding the United States of America and Canada, their territories, dependencies or protectorates and the applicable courts are UK only therefore please consider how this might affect the cover you require when providing your services to clients that fall outside of these territories.

### **Am I allowed to work overseas?**

As standard, the policy covers you for work undertaken in the UK only however, Sportscover can consider overseas work on a temporary basis only, subject to full details of the work and the length of the contract. Please contact Financial Fitness Ltd at your earliest opportunity if you wish to undertake any work overseas.

### **What happens if I start a new business activity that is not listed on the acceptable activities list?**

Sportscover will not make any payment for any claim or loss arising from the performance of any business activity that is not listed in the approved activities list unless you have notified such activity (prior to the performance of such) to Financial Fitness Ltd who will in turn refer to Sportscover. The new activity will be considered and Sportscover will advise Financial Fitness accordingly. Further information may be required or Sportscover may wish to impose additional terms if the new activity is something they are comfortable to cover under the policy.

### **I am not yet fully qualified — can I still participate in the group insurance policy?**

Trainees are accepted under the group policy at the normal charge, however Sportscover will not make any payment for any claim or loss arising from the performance of any business activity by a trainee unless such trainee was under full supervision of a fully qualified individual (qualified in the same activity as the trainee was performing) at the time that the business activity was being performed.

### **Can I work with children?**

There are no restrictions around working with children as long as you are qualified to do so. The policy provides a limited cover in respect of abuse incidents, however please note that there will be some form of requirement (by your employer or parents/guardians, for example) for you to hold an up to date DBS check (previously CRB) prior to commencing work with any minors and there are policy conditions you must comply with in order for the abuse cover to respond.

**Can I work with pregnant women or women who have recently given birth?**

There are specific antenatal and postnatal fitness training qualifications that can be undertaken and attained which will better enable you to provide appropriate and safe training to pregnant women and women who have recently given birth. You should also ensure that your client has written or verbal approval from a qualified general practitioner or midwife that there is no medical reason why the client should not participate in training activities. There is no definitive period to classify antenatal or postnatal as each case varies from one to the next, so you should undertake an assessment of the suitability and capability of each client before undertaking a training programme.

**Can I work with third party contracted Personal Trainers?**

If you work with third party trainers, either through a formal contract of employment or an informal arrangement, you must check that they hold a valid and current Public Liability insurance certificate to cover them for the activities they are instructing and keep a copy for your records. You should also ensure that you have in place a form of contract or agreement in writing that clearly sets out the duties and expectations of each party under the working arrangement. The contract should detail the basis of remuneration (how each party is paid for their work) and who is responsible for setting the activities and training plan. For example, you may have an arrangement with a third party instructor who works completely independently and who sets their own training programmes with no input from yourself, on the other hand you may have an arrangement where you provide direction in the planning and delivery of activities by a third party instructor who is helping deliver your business activities.