

## FITNESS PROFESSIONALS LTD INSURANCE SCHEME

Fitness Professionals Ltd (FitPro) is conscious that fitness professionals in today's industry have an increasing risk of a claim being made against them. This is particularly the case since the growth of the 'no win, no fee'\* climate where people are encouraged to take legal action when any injury occurs – especially those sustained during leisure time. With this in mind, we offer members exclusive rights to our FitPro insurance policy to ensure they are protected against liability claims that may be made against them by a member of the public, including their clients.

This insurance scheme has been specifically designed for fitness industry professionals to cater for the needs of our members who require flexible insurance. In other words, as long as you are a resident of the UK or Republic of Ireland, this scheme is available to all fitness instructors with an accepted qualification, and students on recognised courses, whether operating locally or worldwide, in a gym, studio, leisure facility, client's home or outdoors. It provides for variable work patterns: for those who are employed; self-employed; on contract; or for those who change between these options.

The scheme is underwritten by Aviva, the UK's largest insurer. Aviva Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### Student Public and Teacher Liability £10m insurance

This policy is designed for students working towards gaining an accepted certificate or qualification. This is a six-month policy; however, if you qualify within the first six months, the insurance will be upgraded to a total of 12 months cover at no extra cost upon receipt of your instructor certificate/qualification.

#### What's covered?

- £10 million indemnity limit
- No excess
- No upper age limit

The following activities are included where the instructor is working towards gaining an accepted certificate/qualification in the specific area of instruction:

- Personal training
- Gym instruction
- Exercise to music
- Circuit training
- Functional training
- Strength and conditioning
- Indoor cycling
- Aquatic fitness
- Pilates
- Yoga
- Pre- and postnatal
- Pad and bag work
- Dance
- Nutritional/dietary advice
- Online training
- Children's exercise (when a children's health-related fitness certificate/qualification is held)
- Fitness testing
- Bootcamp – see description (excludes the use of tractor tyre/or assault course-type activities)
- Cover for working on cruise ships
- Up to 12 months' worldwide cover

### Eligibility criteria

- You must be registered on an accepted training course at the inception of the policy term and working towards gaining an accepted certificate/qualification
- You must work within the guidelines of the instructor training syllabus, which must also include anatomy and physiology
- In the event of a claim, you must provide evidence of undergoing your instructor training course
- Students must send a copy of their certificate/qualification to FitPro within the first six months of the policy term in order to upgrade to full insurance and receive a total of 12 months' cover
- You must be a resident of the UK or the Republic of Ireland

### Policy details

- The standard indemnity limit is £10 million for both Public Liability and Professional Indemnity insurance
- Provides cover for the instructor working within his/her accepted qualifications
- Includes advice the instructor gives on exercise and nutrition
- Written on a worldwide basis for members resident in the UK and Republic of Ireland
- No limit to the number of participants within a class, providing health and safety requirements are observed
- 'Indemnity to principal'\*\* is automatically included to protect the interest of the employer/contractor/hired or rented premises
- The policy is on a 'claims occurrence'† basis
- No excess is payable by the instructor in the event of a claim
- Legal expenses included
- Deals with allegations made against you for injury, damage, libel and slander
- 'Member to member'†† claims included

### Claims

- As the policy is on a 'claims occurrence' basis, as long as the contract was in force at the time of the incident, any claim will be dealt with by the insurers, even if the policy is no longer in force
- All claims occurring within the period of insurance are dealt with by the insurer
- The instructor is required to provide information on the incident resulting in a claim being made
- The qualification certificate is required for the activity taking place when an incident occurred

### Terminology explained

- \* *No win, no fee*: system used by solicitors where a charge is only made if the case is won
- \*\* *Indemnity to principal*: claim made against a principal (i.e., owner of hired premises, employer, contractor), which is the liability of the instructor, will be dealt with under the instructor's insurance
- † *Claims occurrence*: as long as the policy is in force at the time of the incident that results in a claim, the claim will be dealt with by the insurer, even though the policy is no longer in force
- †† *Member to member*: incidents between class members that result in a claim being made

### Acceptable certificates/qualifications

- Evidence of undergoing an accepted instructor training qualification or sports science degree
- Evidence of undergoing Pilates or yoga instructor training (only acceptable for those teaching Pilates or yoga in isolation)

### What's not included

- Instructors who do not hold active FitPro membership at the time of inception or renewal of the policy term
- Contact sports/classes, e.g., boxing, wrestling, etc.
- Kickboxing-style classes, where there is no contact, may be acceptable – contact FitPro for more information
- Any activities involving power lifting or Olympic weight lifting
- Bootcamp/army training classes if they involve the lifting/carrying/turning over of tractor tyres or assault course-type activities
- Cover excludes advice given separately for a fee
- Students not complying with the eligibility criteria

### Equipment inspection guidelines

- You must ensure that all equipment used must be inspected by a competent person before use each day and withdrawn from use until any defects found are repaired
- If in relation to any claim you have failed to fulfil this condition, you will lose your right to indemnity or payment for that claim

### **Children's exercise**

- Children's exercise is included as long as an accepted children's health-related certificate or qualification is held and legal requirements are adhered to
- Some children's exercise activities may not be included as standard but may be quoted separately – see the additional activities list or contact FitPro for more information
- Children's exercise is applicable for children of 3½ to 14 years of age

### **First aid**

- A qualified first aider must be available during any supervised fitness activity

### **PAR-Q form**

- Participants must complete a PAR-Q form prior to participation in any fitness activity; where applicable the participant/s should consult with their doctor before participating in the activity
- In the event of a claim, the instructor may be required to present evidence of the PAR-Q form completed by the participant

### **Premium**

United Kingdom – £55.00 (£39.00 insurance premium/£4.68 insurance premium tax/£11.32 admin)

Republic of Ireland – £110.00 (£80.95 insurance premium/£4.05 government levy/£25.00 admin)

## **Instructor Public and Teacher Liability £10m insurance**

### **What's covered?**

- £10 million indemnity limit
- No excess
- No upper age limit

The following activities are included where the instructor holds an accepted certificate/qualification in the specific area of instruction:

- Personal training
- Gym instruction
- Exercise to music
- Circuit training
- Functional training
- Strength and conditioning
- Indoor cycling
- Aquatic fitness
- Pilates
- Yoga
- Pre- and postnatal
- Pad and bag work
- Dance
- Nutritional/dietary advice
- Online training
- Children's exercise (when a children's health-related fitness certificate/qualification is held)
- Fitness testing
- Bootcamp – see description (excludes use of tractor tyre/or assault course-type activities)
- Cover for working on cruise ships

### **Additional information**

- Increased indemnity of up to £20 million is available upon request
- Policy extendable for some activities not directly fitness related (contact FitPro for further information)

### **Policy details**

1. The standard indemnity limit is £10 million for both Public Liability and Professional Indemnity insurance
2. Provides cover for the instructor working within his/her accepted qualifications
3. Includes advice the instructor gives on exercise and nutrition
4. Written on a worldwide basis for members resident in the UK or Republic of Ireland
5. There is no limit to the number of participants within a class, providing health and safety requirements are

- observed
6. 'Indemnity to principal' is automatically included to protect the interest of the employer/contractor/hired or rented premises
  7. The policy is on a 'claims occurrence' basis
  8. No excess is payable by the instructor in the event of a claim
  9. Legal expenses included
  10. Deals with allegations made against you for injury, damage, libel and slander
  11. 'Member to member' claims included

### Claims

1. As the policy is on a 'claims occurrence' basis, as long as the contract was in force at the time of the incident, any claim will be dealt with by the insurers, even if the policy is no longer in force
2. All claims occurring within the period of insurance are dealt with by the insurer
3. The instructor is required to provide information on the incident resulting in a claim being made
4. The qualification certificate is required for the activity taking place when an incident occurred

### Terminology explained

- *\* No win, no fee:* system used by solicitors where a charge is only made if the case is won
- *\*\* Indemnity to principal:* claim made against a principal (i.e., owner of hired premises, employer, contractor), which is the liability of the instructor, will be dealt with under the instructor's insurance
- *† Claims occurrence:* as long as the policy is in force at the time of the incident that results in a claim, the claim will be dealt with by the insurer, even though the policy is no longer in force
- *†† Member to member:* incidents between class members that result in a claim being made

### Eligibility criteria

- You must have an accepted certificate(s)/qualification(s) in the area of instruction
- Evidence of an accepted certificate/qualification is required when effecting the policy
- You must be a resident of the UK or the Republic of Ireland

### Acceptable certificates/qualifications

- Gym Level 2
- Exercise to Music
- PT Level 3
- Sports Science degree
- Pilates qualification (only acceptable for those teaching Pilates in isolation and no other activities, otherwise additional certification/qualification in the area of instruction will be required)
- Yoga qualification (only acceptable for those teaching yoga in isolation and no other activities, otherwise an additional certification/qualification in the area of instruction will be required)
- Accepted certificates/qualifications are needed in the specific area of instruction – contact FitPro for more information

### What's not included

- Instructors who do not hold accepted certificate(s)/qualification(s) in the area of instruction
- Contact sports/classes, e.g., boxing, wrestling, etc.
- Kickboxing-style classes, where there is no contact, may be acceptable – contact FitPro for more information
- Any activities involving power lifting or Olympic weight lifting
- Bootcamp/army training classes if they involve the lifting/carrying/turning over of tractor tyres or assault course-type activities
- Cover excludes advice given separately for a fee

### Equipment inspection guidelines

- You must ensure that all equipment used must be inspected by a competent person before use each day and withdrawn from use until any defects found are repaired
- If in relation to any claim you have failed to fulfil this condition, you will lose your right to indemnity or payment for that claim

### Children's exercise

- Children's exercise is included as long as an accepted children's health-related certificate or qualification is held and legal requirements are adhered to
- Some children's exercise activities may not be included as standard but may be quoted separately – see the additional activities list or contact FitPro for more information
- Children's exercise is applicable for children of 3½ to 14 years of age

### **Aquatic fitness**

- Instructor must hold an accepted aquatic fitness certificate
- Includes deep water where an accepted deep water qualification is held
- Qualified lifeguard must be present at all times
- Floatation jackets or floatation belts must be worn by participant/s for deep water classes
- Participant/s must be able to swim for deep water aquatic classes
- Aquatic fitness classes must be performed in swimming pools – not open water

### **First aid**

- A qualified first aider must be available during any supervised fitness activity

### **PAR-Q form**

- Participants must complete a PAR-Q form prior to participation in any fitness activity; where applicable, the participant/s should consult with their doctor before participating in the activity
- In the event of a claim, the instructor may be required to present evidence of the PAR-Q form completed by the participant

### **Premium**

United Kingdom – £55.00 (£39.00 insurance premium/£4.68 insurance premium tax/£11.32 admin)

Republic of Ireland – £110.00 (£80.95 insurance premium/£4.05 government levy/£25.00 admin)

## **Instructor Equipment insurance**

### **Cover**

1. Items covered up to £2,500 (maximum £500 single article limit)
2. Accidental loss or damage, including theft of equipment
3. Money stolen directly from you, up to £500

### **Conditions**

1. Standard £50 excess applies, which increases to £100 for theft claims from vehicles
2. Property left in unattended vehicles limited to theft following forcible and violent entry
3. Property left in unattended venues limited to theft following forcible and violent entry
4. Property left in occupied venues in locked cupboards or lockers limited to theft by forcible and violent entry
5. Losses from unattended vehicles exclude all sound equipment, including CDs, tapes, headsets and associated equipment and clothing other than when loading and unloading
6. Theft of money excluded for theft from unattended vehicles

### **Premium**

United Kingdom – £95.00 (£77.36 insurance premium/£9.28 insurance premium tax/£8.36 admin)

Republic of Ireland – cover is not available

## **Instructor 24-hour Personal Accident insurance**

Instructor 24-hour Personal Accident insurance provides you with an income if you are unable to carry out your duties as a fitness instructor due to an injury as a result of an accident.

### **Cover**

One unit of cover provides the following benefits:

1. £100 per week for disablement by accident, tax free
2. Payable for a period of up to 52 weeks
3. Benefit payable after only two weeks of disability

### **Conditions**

1. All applications will be subject to completion of a Personal Accident Proposal Form and will be underwritten individually
2. Cover excludes winter sports, mountaineering, sub aqua, flying (except as a fare-paying passenger), and other hazardous pursuits
3. A maximum of two units may be taken without proof of income

### **Premium**

United Kingdom – £95.00 (£77.63 insurance premium/£9.32 insurance premium tax/£8.05 admin)  
Republic of Ireland – cover is not available

## Crèche Extension insurance

### Cover

1. Only available as an extension to the Public and Teacher Liability policy
2. Crèche run in conjunction with class – maximum time of 90 minutes
3. No age limit for children
4. Local Authority guidelines to be adhered to
5. Instructor's liability to carers
6. Carer's and instructor's liability to children

### Premium

United Kingdom – £28.00 (£25.00 insurance premium/£3 insurance premium tax)  
Republic of Ireland – £35.00 (£30.29 insurance premium/£1.51 government levy/£3.20 admin)

## Sports Massage and Therapy Public Liability insurance

### Cover

1. Indemnity limit £2 million
2. Worldwide cover for residents of the UK
3. Liability for damage to hired and rented premises with indemnity to principal
4. Covers legal liability for injury or damage
5. Claims handled directly with third parties and their solicitors
6. Minimum age for participants is 16

### Excess

1. £250 third-party property damage
2. No excess for personal injury claims

### Premium

United Kingdom – £74.67 (£66.67 insurance premium/£8 insurance premium tax)  
Republic of Ireland – £105.00 (£100.00 insurance premium/£5.00 insurance premium tax)



## FITPRO REGULATORY STATUS

We are authorised and regulated by the Financial Conduct Authority. We are registered as Fitness Professionals Ltd, Kalbarri House, 107-113 London Road, London E13 0DA, and our firm's reference number is 310684.

You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting its website at [fca.org.uk](http://fca.org.uk) or calling 0800 111 6768.

The FitPro Insurance Scheme has been designed with you in mind to provide the necessary legal protection and, above all, peace of mind.

Contact FitPro for further information: [info@fitpro.com](mailto:info@fitpro.com) or +44 (0)20 8586 0101.

### Complaints procedure

#### Our promise of service

Our goal is to give excellent service to all our customers, but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect, we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you make a complaint:

- We will acknowledge your complaint promptly
- We aim to resolve all complaints as quickly as possible

Most of our customers' concerns can be resolved quickly, but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

### What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance, we would encourage you, in the first instance, to seek resolution by contacting Fitness Professionals Ltd.

If you are unhappy with the outcome of your complaint, you may refer the matter to the Financial Ombudsman Service at:

**The Financial Ombudsman Service: Exchange Tower, London E14 9SR**  
**Telephone: 0800 023 4567** (calls from UK landlines and mobiles are free) **or 0300 123 9123**

Or simply log on to its website at [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

While we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

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