

## **BWY – Face to Face Teaching Insurance Explained**

### **The BWY Insurer Requirements**

Whilst some of the parameters of the insurance are set by the BWY insurer, the best practice guidelines are set by the BWY Training Committee. The BWY requires its teachers to follow best practice at all times.

### **Health Questionnaires/Declarations**

#### **Teaching in Gyms and Studios**

A gym/studio will hold personal and health information for all of its members. There is no need to ask students to complete an additional health declaration for your yoga classes. But to discharge the duty of care to your students, and in the interests of best practice, you should inform yourself of the status of each person's health, either by verbal screening or by consulting their health information if your class has a fixed membership. Take brief notes regarding what you have done in this respect.

#### **Cover Teaching**

If you are covering for another teacher then the teacher you are covering for should have health information for the students who will be in the class. You need to ask to see it and if it is not forthcoming then ask for the students to complete a health declaration. If you do have declarations from the usual teacher then ensure you also include a verbal screening so that students have the opportunity to update you on any recent health issues. Take brief notes regarding what you have done in this respect.

#### **Verbal Screening**

Health status can change daily so a verbal screening before teaching any session is best practice. Note down that you did so, and note any health issues that were flagged up by students as being current for them in the class.

### **Lesson Plans**

Whilst the BWY insurer does not specify that lesson plans are a legal requirement, best practice is to keep lesson plans, along with any class specific notes.

### **First Aid**

Whilst the BWY insurer does not specify that teachers must hold a first aid certificate, best practice is to keep up to date with your first aid certification.

### **Retention of Documentation**

In the UK The Limitation Act 1980 sets time periods for how long after an event a claimant can bring proceedings. In the UK, claims for personal injury compensation are subject to a 3 year time limit and best practice is therefore to keep all records for 3 years.

## **Teaching Outside of the UK and Ireland**

The general rule of thumb for governing bodies is to provide worldwide cover with limited jurisdiction to the UK and that is what is provided by the British Wheel of Yoga insurance. In effect what this means is that, as a teacher ordinarily resident in the UK or Ireland, your insurance will cover you for teaching anywhere in the world, for example on retreats and holidays, providing that any claim is brought within the jurisdiction of the UK.

### **Claims brought by students resident outside the UK or Ireland**

There is an implicit assumption that teachers of the British Wheel of Yoga will ordinarily be teaching British students. However, a situation may arise on a retreat or holiday abroad where a student attends who is not ordinarily resident in the UK. In that hypothetical situation, an international student would ordinarily bring a claim in their country of residence. However, anyone doing so will be consulting a legal professional who will consider the potential for a financial settlement. Claimants usually bring claims when there is hope of financial success and a legal advisor would be very unlikely to bring a claim outside the UK when to bring a claim within the UK gives access to the potential of a payout from an insurance policy.

### **Travel Insurance**

You may have additional cover under your travel insurance for public liability, providing yoga is not an excluded activity. Check your policy for details. Thankfully claims are not commonplace and as a teacher, if you have followed best practice, you need not worry. The insurance exists to settle any claims and provide you with that protection. A teacher who has followed best practice guidelines and is able to give a credible and informed account of events will ordinarily refute negligence.

## **Incident Report**

Any incident, accident or injury that occurs during a class, retreat or holiday, must be fully documented in line with BWY policy and insurance procedures. This documentation should be kept for the recommended time period.

## **In the Event of Ceasing to be a Teaching Member of the BWY**

In the event that a teaching member ceases teaching and therefore no longer purchases the insurance, the BWY insurance policy will nevertheless remain valid to continue protecting for past teaching because it is the BWY who takes out the policy and not its individual members.

## **In the Event of BWY Ceasing to Exist**

In the unlikely event that the British Wheel of Yoga ceases to exist, it will make a commitment to purchase "run off cover" for 7 years after cessation. This means that your teaching insurance will continue to be valid and to provide cover for 7 years, which is the longest period that the BWY recommends you keep any of your teaching documentation.

### **Notes:**

1. *Remote teaching is explained in a separate document.*
2. *Teachers with requirements that are not covered by any of the above situations are operating in extraordinary circumstances and should take out additional or alternative insurance. The cover available under the BWY policy is very comprehensive but it is not designed for needs that are far greater than the average, since that would increase the policy price for everyone.*