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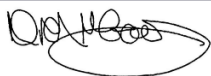
[www.beazley.com](http://www.beazley.com)

**THIS IS TO CERTIFY** that in accordance with the authorisation granted under Contract No B7477F18ANHA to the undersigned by certain Underwriters at Lloyd's hereinafter known as "Underwriters", whose names and the proportions underwritten by them which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office, and in consideration of the premium specified herein the said Underwriters are hereby bound, each for his own part and not for another, their Heirs, Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

E.U. Disclosure Clause (U.K.): Notice to the Proposer/Assured. The Parties are free to choose the law applicable to this Insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law. Any enquiry or complaint should be addressed in the first instance to your Broker/Insurer. If you are not satisfied with the way a complaint has been dealt with you may ask the Complaints Department at Lloyd's to review your case without prejudice to your rights in law. The address is: Complaints Department, Lloyd's, One Lime Street, London, EC3M 7HA. Telephone: 0207 327 5693/6059 or email [complaints@lloyds.com](mailto:complaints@lloyds.com).

**IN WITNESS WHEREOF** this Certificate has been signed at **LONDON**.

This 30<sup>th</sup> day of June 2022



By Authorised Signatory

**BEAZLEY SOLUTIONS LTD**

**22 Bishopsgate**

**London**

**EC2N 4BQ**

**United Kingdom**

**Telephone: +44 (0)20 7667 0623**

**Fax: +44 (0)20 7082 5198**

**Underwritten by certain syndicates at Lloyd's.**

**Beazley Solutions Limited is a service company that is part of the Beazley group of companies. Beazley Solutions Limited has authority to enter into contracts of insurance on behalf of the Lloyd's underwriting members of Lloyd's syndicates 623 and 2623 which are managed by Beazley Furlonge Limited. Beazley Solutions Limited is an appointed representative of Beazley Furlonge Limited**



**which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the UK (ref 204896) in its capacity as insurer.**

# Beazley Medical Malpractice Insurance

**This Insurance contains some particularly important conditions which the Insured must satisfy or the Insured could lose some or all of the cover provided. Because these are particularly important, the Underwriters want to draw the Insured's attention to them and they will highlight them in bold and capital letters within the Policy.**

**Separately, there is also a warranty that the Insured must pay the premium when it is due, including when any instalment is due. If the Insured fails to do so, then the Insured's cover will be suspended and the Policy may be cancelled.**

**NOTICE:** This Policy provides coverage on a Claims Made and Reported Basis. Except to such extent as may otherwise be provided herein, this insurance applies only to those **Claims** which are first made against the **Insured** and reported in writing to the underwriters during the **Policy Period** or **Extended Reporting Period** (if applicable). **Damages** and **Claims Expenses** shall be applied against the deductible. **Claims Expenses** under this Policy shall reduce and may exhaust the Limits of Liability. Please review the coverage afforded under this Insurance Policy carefully and discuss the coverage hereunder with your insurance agent or broker.

This schedule along with the completed and signed **Proposal** and the Policy with endorsements shall constitute the contract between the **Insureds** and underwriters.

**Policy Number:** W003433-22A

**Item 1. Named Insured**

Marika Kinch

**Address**

8 Seabright Way, Aylesbury, Aylesbury, United Kingdom, HP18 1AF

**Item 2. Policy Period**

From: 01/07/2022

To: 30/06/2023

Both days inclusive local standard time at the address of the named insured stated in the Schedule.

**Item 3. Insuring Agreements and Extensions Included**

| INSURING AGREEMENTS  | Included |
|--|----------|
| Insuring Agreement I.1.A, Medical Malpractice                    | Yes      |
| Insuring Agreement I.1.B, Professional Indemnity                 | Yes      |
| Insuring Agreement I.1.C, Public or General Liability            | Yes      |
| Insuring Agreement I.1.D, Product Liability                      | No       |
| Insuring Agreement I.1.E, Loss of Documents                      | Yes      |
| Insuring Agreement I.1.F, Breach of Professional Confidentiality | Yes      |
| Insuring Agreement I.1.G, Libel and Slander                      | Yes      |
| Insuring Agreement I.1.H, Inquest Costs                          | Yes      |

**Item 4. Limits of Liability**

1. **Medical Malpractice (Insuring Agreement I.1.A)**  
Limit of Liability (Each **Claim** including **Claims Expenses**) GBP 1,000,000
2. **Professional Indemnity (Insuring Agreement I.1.B)**  
Limit of Liability (Each **Claim** including **Claims Expenses**) GBP 1,000,000
3. **Public or General Liability (Insuring Agreement I.1.C)**  
Limit of Liability (Each **Claim** including **Claims Expenses**) GBP 1,000,000
4. **Product Liability (Insuring Agreement I.1.D)**  
Limit of Liability N/A
5. **Loss of Documents (Insuring Agreement I.1.E)**  
Limit of Liability (Each **Claim** including **Claims Expenses**) GBP 1,000,000
6. **Breach of Professional Confidentiality (Insuring Agreement I.1.F)**  
Limit of Liability (Each **Claim** including **Claims Expenses**) GBP 1,000,000
7. **Libel and Slander (Insuring Agreement I.1.G)**  
Limit of Liability (Each **Claim** including **Claims Expenses**) GBP 1,000,000
8. **Inquest Costs (Insuring Agreement I.1.H)**  
Limit of Liability (Each **Inquest**) GBP 25,000
9. **Policy Aggregate Limit of Liability** including **Claims Expenses** GBP 1,000,000

**Item 5. Deductible**

Each **Claim** including **Claims Expenses** unless varied in the Treatment and Deductible Endorsement or specified within the Conditions Section GBP 250

**Item 6. Gross Premium**

GBP 911.25 plus Insurance Premium Tax at 12.0%, payable by the Named Insured on 30/08/2022

**Item 7. Extended Reporting Period**

N/A

**Item 8. Retroactive Date**

01/07/2021

**Item 9. Notifications under this Policy**

Ellie Hernandez at [elliehernandez@finchinsurance.co.uk](mailto:elliehernandez@finchinsurance.co.uk)

**Item 10. Insured's Business**

Aesthetic Medicine as per proposal form

**Item 11. Currency**

GBP

**Item 12. Medical Practitioners**

N/A

**Item 13. Subsidiaries and Joint Ventures**

N/A

**Item 14. Additional Medical Practitioners**

N/A

**Item 15. Additional Other Staff**

N/A

**Item 16. Jurisdictional Limits (countries where the claim is first made against the Insured)**

Great Britain, Northern Ireland, Isle of Man and Channel Islands

**Item 17. Endorsements Effective at Inception**

UK Med Mal - Healthcare communicable disease Aesthetics Beauticians Complementary  
Therapists and health and Beauty 1.5 - as attached  
Prescribing Endorsement - as attached  
Facial Needling Exclusions - as attached  
Patch Test Condition - as attached  
General Beauty Treatments 210818 - as attached  
Tanning Endorsement - as attached  
Diagnostic and Interpretation Exclusion - as attached  
Out of Hours Endorsement - as attached  
Teaching Endorsement - as attached  
Laser Endorsement - as attached  
Tattoo Endorsement - as attached  
Injectables Exclusions (non-licensed) - as attached  
Injectable Endorsement - as attached  
Weight Loss Drug Exclusion - as attached  
Named Insured Facility Endorsement - as attached  
Sanction limitation and exclusion clause - as attached

Statement of Fact Aesthetic Non Licensed – as attached



## BEAZLEY MEDICAL MALPRACTICE INSURANCE

**This Insurance contains some particularly important conditions which the Insured must satisfy or the Insured could lose some or all of the cover provided. Because these are particularly important, the Underwriters want to draw the Insured's attention to them and they will highlight them in bold and capital letters within the Policy.**

**Separately, there is also a warranty that the Insured must pay the premium when it is due, including when any instalment is due. If the Insured fails to do so, then the Insured's cover will be suspended.**

**NOTICE:** This Policy provides coverage on a Claims Made and Reported Basis. Except to such extent as may otherwise be provided herein, this insurance applies only to those **Claims** which are first made against the **Insured** and reported in writing to the Underwriters during the **Policy Period** or **Extended Reporting Period** (if applicable). **Damages** and **Claims Expenses** shall be applied against the deductible. **Claims Expenses** under this **Policy** shall reduce and may exhaust the Limits of Liability. Please review the coverage afforded under this Insurance **Policy** carefully and discuss the coverage hereunder with your insurance agent or broker.

In consideration of the payment of premium, the Underwriters agree with the **Named Insured** to provide the insurance coverage where specified as purchased in Item 3 of the Schedule, as follows:

### I. INSURING AGREEMENTS

Subject to the Limit of Liability, exclusions, conditions, limitations and other terms of this **Insurance**, the Underwriters agree:

#### A. Medical Malpractice

To pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay in respect of any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the **Policy Period** or any **Extended Reporting Period** (if applicable) arising out of a **Malpractice Incident** which occurred on or after the **Retroactive Date** and before the end of the **Policy Period**.

#### B. Professional Indemnity

To pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay in respect of any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the **Policy Period** or any **Extended Reporting Period** (if applicable) arising out of financial loss to third parties caused by any negligent act, error or omission committed by the **Insured** in or about the conduct of the **Insured's Business** and which occurred on or after the **Retroactive Date** and before the end of the **Policy Period**.

#### C. Public/General Liability

To pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay in respect of any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the **Policy Period** or any **Extended Reporting Period** (if applicable) arising out of **Bodily Injury** and/or **Property Damage** caused by an **Accident** in connection with the **Insured's Business** which occurred on or after the **Retroactive Date** stated in Item 8. of the Schedule and before the end of the **Policy Period**.

D. Product Liability

To pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay in respect of any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the **Policy Period** or any **Extended Reporting Period** (if applicable) arising out of **Bodily Injury** and/or **Property Damage** caused by an **Accident** in the course of the **Insured's Business** and in relation to the **Insured's Products** which occurred on or after the Retroactive Date stated in Item 8. of the Schedule and before the end of the **Policy Period**.

E. Loss of Documents

To pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay in respect of any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the **Policy Period** or any **Extended Reporting Period** (if applicable) arising out of the destruction, irrevocable damage or loss of any **Documents**, the property of or entrusted to the **Insured**, occurring during the **Policy Period** and in or about the conduct of the **Insured's Business**.

The Underwriters will indemnify the **Insured** all costs and expenses incurred by the **Insured** with the written consent of Underwriters in replacing or restoring such **Documents**, provided such costs and expenses are supported by bills and accounts.

F. Breach of Professional Confidentiality

To pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay in respect of any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the **Policy Period** or any **Extended Reporting Period** (if applicable) arising out of a breach of professional confidentiality in or about the conduct of the **Insured's Business** which occurred on or after the **Retroactive Date** and before the end of the **Policy Period**.

G. Libel and Slander

To pay on behalf of the **Insured Damages** and **Claims Expenses** which the **Insured** shall become legally obligated to pay in respect of any **Claim** first made against any **Insured** and reported in writing to the Underwriters during the **Policy Period** or any **Extended Reporting Period** (if applicable) arising out of libel and/or slander committed on or after the **Retroactive Date** and before the end of the **Policy Period** without malice by reason of words written or uttered by the **Insured** in or about the conduct of the **Insured's Business**.

In the event of a **Claim** the **Insured** shall, upon the reasonable request of the Underwriters, issue an apology and expression of regret, the form and content of which are to be approved by the Underwriters. If on receipt of such a request from the Underwriters the **Insured** refuses to issue such an apology and expression of regret, the Underwriters shall not be liable to defend or pay on behalf of the **Insured Damages, Claims Expenses** or any other costs incurred after the date of such refusal.

H. Inquest Costs

To indemnify the **Insured** the costs of legal representation at any **Inquest** occurring and notified in writing to the Underwriters during the **Policy Period**, involving the **Insured** and in respect of unexpected deaths occurring and notified in writing to the Underwriters during the **Policy Period** and which may give rise to a **Claim** under Insuring Agreement I.A., (Medical Malpractice) of this Policy.

## II. DEFINITIONS

Words in bold face type shall have the meanings defined below or as the context may require.

- A. **Accident** means an event or happening, including continuous or repeated exposure to substantially the same general harmful conditions, which involves one or more persons or entities;
- B. **Bodily Injury** means physical injury (including death at any time resulting therefrom), mental injury, mental illness, mental anguish, shock, sickness, disease or disability;
- C. **Business** means the ordinary course of practice of the professional or occupational activities of the business as stated in Item 10. of the Schedule.
- D. **Circumstance** means any complaint, criticism, problem, act, error, omission or event happening on or after the **Retroactive Date** but prior to the end of the **Policy Period**, which appears likely to the **Insured** to result in a **Claim**.
- E. **Claim** means a written notice received by any **Insured** during the **Policy Period** or **Extended Reporting Period** of an intention to hold the **Insured** responsible for compensation in **Damages** including the service of legal proceedings, or the institution of arbitration or mediation or similar proceedings, or a written request to toll or waive a statute of limitation against any of the **Insureds**.

Multiple **Claims** arising from the same or a series of related or repeated **Malpractice Incidents**, acts, errors, or omissions, **Accidents**, libel, slander, loss of **Documents**, breaches of professional confidentiality, other incidents or events or from any continuing **Malpractice Incidents**, acts, errors, omissions, **Accidents**, libel, slander, loss of **Documents**, breaches of professional confidentiality, other incidents or events shall be considered a single **Claim** for the purposes of this Policy, irrespective of the number of claimants or **Insureds** involved in the **Claim**. All such **Claims** shall be deemed to have been made at the time of the first such **Claim**.

- F. **Claims Expenses** means reasonable legal and necessary experts' fees, costs and expenses incurred in the defence of a **Claim** that have been specifically consented to by the Underwriters. **Claims Expenses** do not include:
  - 1. remuneration, salaries, wages, overhead, fees or benefits of any **Insured**; or
  - 2. costs of complying with any regulatory orders, settlements, judgments, or any non-monetary, injunctive, declaratory or administrative relief.
- G. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet or wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.
- H. **Cyber Act** means any actual or alleged unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, or the threat or hoax thereof, regardless of time and place, involving access to, processing of, disclosure of, use of, suspension of or operation of any **Computer System** or **Data**.
- I. **Cyber Incident means:**
  - 1. any actual or alleged error, omission or accident, or series of related errors, omissions or accidents, involving any **Computer System**;
  - 2. any partial or total unavailability or failure or series of related partial or total unavailability



or failures to access, process, use or operate any **Computer System**; or

3. any actual or alleged violation of any **Privacy Law** in relation to **Data**.

J. **Damages** means a monetary judgment, award or settlement, otherwise covered by this **Policy** and subject to the Limit of Liability, which an **Insured** is legally obliged to pay as a result of a **Claim**, including interest (unless punitive in nature) and a claimant's legal costs (if taxed, or agreed by the Underwriters).

**Damages** do not include:

1. future profits, restitution, disgorgement of unjust enrichment or profits by an **Insured**;
2. return or offset of fees, charges or commissions charged by or owed to an **Insured** for goods or services already provided or contracted to be provided;
3. fines, sanctions, restitution, taxes, or penalties, whether pursuant to any civil or criminal law or statute;
4. costs incurred by the **Insured** to correct, re-perform or complete any services in or about the **Insured's Business**;
5. discounts, coupons, prizes, awards or other incentives offered to the **Insured's** customers or clients;
6. liquidated damages to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;
7. damages deemed uninsurable by law;
8. the costs of complying with orders or agreements for equitable relief, injunctive relief, declarative relief or any other relief or recovery other than a monetary judgment, award or settlement; or
9. punitive, exemplary (except in Scotland) or multiplied portions of compensation, whether imposed by law or comprising a portion or all of any monetary judgment, award or settlement.

K. **Data** means any information, facts, concepts or code that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

L. **Data Breach** means the actual or alleged theft, loss or unauthorised disclosure of **Data** that is in the care, custody or control of the **Insured** or a third party for whose theft, loss or unauthorised disclosure of **Data** the **Insured** is liable.

M. **Documents** means deeds, wills, maps, plans, non-medical records, books, letters, certificates, forms and documents of any nature whether written, printed or reproduced by any other method, and does not include bearer bonds, coupons, tickets, bank notes, currency notes, negotiable instruments, medical records or any digital or computer records.

N. **Employee** means any person employed by the **Named Insured** to perform services under a contract of service with the **Named Insured**, whose status as such can be verified by documentation existing at the time of the relevant **Malpractice Incident**, negligent act, error or omission, **Accident**, libel, slander, loss of **Documents**, breach of confidentiality, other incident or event and includes:

1. any person hired by or seconded to the **Named Insured** including agency staff, staff locums, any person with a zero hour contract, and/or any **Volunteer** or intern or those obtaining work experience (or similar); and

2. any person whilst on a course of study with the **Named Insured**;

but only whilst such persons are acting within the scope of their duties for the **Insured**. **Employee** does not include any **Medical Practitioner**, whether or not employed by the **Named Insured**, unless specified in Item 12. of the Schedule or otherwise agreed and endorsed on this **Policy** and additional premium paid. **Employee** does not include any independent or self-employed contractor or individual;

- O. **Extended Reporting Period** means the period of time (specified in Item 7.b of the Schedule) after the end of the **Policy Period** for reporting **Claims** made against the **Insured** during the **Policy Period** or the **Extended Reporting Period**, arising out of **Malpractice Incidents**, negligent acts, errors or omissions, **Accidents**, libel, slander, breaches of confidentiality, incidents or events which take place on or after the **Retroactive Date** and prior to the end of the **Policy Period** or loss of **Documents** occurring during the **Policy Period**.
- P. **Good Samaritan Act** means those services performed in rendering, or failing to render, without remuneration, emergency medical treatment at the scene of a medical emergency, accident or disaster by any **Insured** who is present either by chance or in response to any general emergency call, but excluding such treatment performed on the **Named Insured's Facilities**.
- Q. **Inquest** means any coroner's inquest or inquiry commenced in the exercise of the coroner's powers over the **Insured** in relation to a **Malpractice Incident**.
- R. **Insured** means:
  - 1. the **Named Insured**;
  - 2. any individual (including a principal, partner, director, a member of any Ethics Committee, Medical Director, **Employee** or **Volunteer**) but only whilst acting within the scope of and during the course of his duties for the **Insured**, other than a **Medical Practitioner**;
  - 3. any **Medical Practitioner** who is an **Employee**, but only whilst acting within the scope of and during the course of his duties for the **Named Insured** and only where specified in Item 12. of the Schedule; and
  - 4. any **Subsidiary**, or joint venture (to the extent of the **Named Insured's** percentage participation), if specified in Item 13. of the Schedule.
- S. **Malpractice Incident** means any **Bodily Injury** or death of a **Patient** caused by any negligent act, error or omission committed by the **Insured** in breach of their professional duty in or about the conduct of the **Insured's Business** and which occurred on or after the **Retroactive Date** but prior to the end of the **Policy Period** at the **Named Insured's Facilities** or as part of any **Good Samaritan Act** which occurred on or after the **Retroactive Date** but prior to the end of the **Policy Period**.
- T. **Medical Practitioner** means a physician, doctor, surgeon or dentist currently qualified and registered with the General Medical Council and/or Irish Medical Council and stated in Item 12. of the Schedule.
- U. **Medical Research Services** means an organised study or test that uses human research subjects to establish the effectiveness, bioequivalence, or safety of a medical **Pharmaceutical Drug** or similar product, or to verify the safety and performance of a medical device, under proper conditions of use and including any pre-test assessment;
- V. **Named Insured** means the entity or person identified in Item 1. of the Schedule;

- W. **Named Insured's Facilities** means all locations at which the **Insured's Business** is rendered, or fail to be rendered, by an **Insured**, acting within the scope of that person's duties to the **Named Insured** but shall not include the premises of any hospital, clinic, physician office, residential nursing facility or health care provider which is not owned or leased by the **Named Insured**.
- X. **Patient** means any person or human body receiving services by the **Insured** in or about the conduct of the **Insured's Business**.
- Y. **Pharmaceutical Drug** means a synthetic or natural chemical recognised by any official regulatory body in the appropriate jurisdiction:
  - 1. intended for use in the diagnosis, cure, mitigation, treatment or prevention of injury, sickness or disease in humans and which affects the structure or functioning of the human body; or
  - 2. which is a component of any **Product**;
- Z. **Policy and Insurance** means this contract of insurance agreed by the **Named Insured** and the Underwriters on the terms contained in and evidenced by this policy of insurance and the Schedule, including any variations, endorsements, the **Proposal** and any other representation by the **Insured** or on behalf of the **Insured**.
- AA. **Policy Period** means the period of time between the Inception Date and the Expiry Date both specified in Item 2. of the Schedule unless terminated earlier, and specifically excludes any **Extended Reporting Period**.
- BB. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, other air emission, acids, toxic chemicals, alkalis, mould, spores, fungi, germs, odour, waste water, oil or oil product, infectious or medical waste, asbestos or asbestos product, lead or lead product, noise, and electric, magnetic or electromagnetic field chemicals or waste (which includes medical waste and material to be recycled, reconditioned or reclaimed).
- CC. **Privacy Law** means any law or regulation concerning the collection, use, safeguarding, handling, storage, retention or destruction of information.
- DD. **Product** means any products or goods manufactured, sold, supplied, distributed, processed, installed, serviced, repaired, altered, treated or renovated by the **Insured** or anyone on behalf of the **Insured** in connection with the **Insured's Business** provided that such products are not owned by or in the possession or control of the **Insured** at the time of any actual or alleged **Malpractice Incident, Accident**, negligent act, error or omission, libel, slander, loss of **Documents**, breach of professional confidentiality, other incident or event and includes their packaging, containers (other than a vehicle), labelling and instructions.
- EE. **Property Damage** means physical damage to or destruction of tangible property, including consequential loss of use thereof; or loss of use of tangible property which has not been physically damaged or destroyed.
- FF. **Proposal** means:
  - 1. all information provided by or on behalf of the **Insured** to the Underwriters as part of its request for this **Insurance** (or any renewal or variation), together with all particulars and details of the methodology on the basis of which any estimates within such information were calculated or derived; and
  - 2. all material information regarding the **Insured** that is publicly available and is actually provided by the **Insured** to the Underwriters, including information and materials contained on any Internet websites maintained by or on behalf of any **Insured**, prior and in relation to formation or renewal or variation of this **Insurance**.

GG. **Retroactive Date** means the date specified in Item 8. of the Schedule.

HH. **Subsidiary** means:

1. any entity, while more than 50% of the outstanding voting securities representing the present right to vote for the election or appointment or designation of such entity's directors, managers or equivalent are owned or controlled by the **Named Insured** directly or indirectly; or
2. any joint venture while the **Named Insured** has managerial control, or while it has the right to elect or designate or otherwise appoint or directly or indirectly control the appointment of more than 50% of such entity's directors, trustees, managers or equivalent;

as designated in Item 13. of the Schedule.

- II. **Volunteer** means a person who is not an **Employee**, and who donates his work and acts at the direction of and within the scope of duties determined by the **Named Insured**, and is not paid a fee, salary or other compensation by either the **Named Insured** or anyone else for their work performed by or on behalf of the **Named Insured**.

### III. DEFENCE AND SETTLEMENT

- A. The Underwriters shall defend the **Insured** for any **Claim** made against the **Insured**, even if any of the allegations of the **Claim** are groundless, false or fraudulent.
- B. The Underwriters shall choose a solicitor and/or counsel to conduct the defence in conjunction with the **Insured**, but in the event of disagreement the decision of the Underwriters is final.
- C. The Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. **Damages** and **Claims Expenses** shall be applied against the Deductible specified in Item 5. of the Schedule.
- D. The Underwriters shall have the right to make any investigation they deem reasonably necessary in relation to this **Insurance**.
- E. If the **Insured** refuses to consent to any settlement or compromise recommended by the Underwriters and acceptable to the claimant or relevant party or body and elects to contest the **Claim**, the Underwriters' liability for any **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, less the remaining Deductible, plus the **Claims Expenses** incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less, and the Underwriters shall have the right to withdraw from the defence of the **Claim** without further liability by tendering control of the defence to the **Insured**.
- F. The Underwriters shall not be obliged to pay any **Damages**, **Claims Expenses** or any other costs covered under this **Policy** or to undertake or continue the defence of any **Claim**, after the applicable Limit of Liability has been exhausted by payment of **Damages** or **Claims Expenses** or after deposit of the remaining applicable Limit of Liability in a court of competent jurisdiction, or by payment to the **Insured**, and that upon such payment the Underwriters shall have the right to withdraw from the further defence of the **Claim** without further liability to any **Insured** by tendering control of such defence to the **Insured**.

### IV. TERRITORIAL AND JURISDICTIONAL LIMITS

This **Insurance** applies anywhere in the world (Territorial Limits) but only if the **Claim** is first made against the **Insured** in those countries stated in Item 16. of the Schedule (Jurisdictional Limits).

### V. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS

This **Insurance** does not apply to **Damages** or **Claims Expenses** incurred with respect to any **Claim** or any **Inquest** costs:

- A. arising out of or resulting from the operation by the **Insured** of blood banks or human tissue banks except where these are provided solely by the **Insured** as part of its usual **Business**;
- B. arising out of or resulting from **Medical Research Services** or in any connection with medical trials or drug testing;
- C. arising out of or resulting from any **Malpractice Incident**, act, error or omission, **Accident**, loss of **Documents**, libel, slander, breach of professional confidentiality, **Inquest**, other incident or event committed or occurring prior to the Inception Date:
  - 1. if any **Insured** on or before the Inception Date knew or could have reasonably foreseen that such **Malpractice Incident**, act, error or omission, **Accident**, libel, slander, loss of **Documents**, breach of professional confidentiality, **Inquest**, other incident or event might be expected to be the basis of a **Claim**; or
  - 2. in respect of which any **Insured** has given notice of a **Circumstance** which might lead to a **Claim** to the underwriter of any other policy in force, or to any medical defence organisation, prior to the Inception Date;
- D. made against any **Insured** by any other **Insured**; except that this exclusion shall not apply to **Bodily Injury** sustained by any **Insured** as a recipient of services in or about the conduct of the **Insured's Business** rendered, or which fail to be rendered, by any **Insured**;
- E. arising out of or relating to any liability under any contract or agreement, whether written or oral, unless such liability would have attached to the **Insured** in the absence of such contract or agreement;
- F. arising out of or resulting from any **Products**, the manufacture of any **Products** (unless covered under Insuring Agreement I.D., (Product Liability),
- G. arising out of the construction, alteration, repackaging, repair, recall, servicing, or treating of any **Products** sold, supplied or distributed by the **Insured** and any **Claim** arising out of the failure of any **Product** to fulfil the purpose for which it was designed, or to perform as specified, warranted or guaranteed; except that this exclusion shall not apply to any **Claim** in respect of the application or preparation of any medicinal or pharmacological **Products** (which have been approved by the relevant regulatory, licencing or registration authority) to a **Patient** in the provision of services in or about the conduct of the **Insured's Business**;
- H. made against any director or officer or **Employee** of the **Insured** (including shadow directors) arising from any act, error or omission, actual or alleged breach of trust, breach of warranty of authority, or breach of duty committed or attempted by such director or officer or **Employee**, where such **Claim** is made solely by reason of his holding the position of director or officer or **Employee** and having acted in that capacity;
- I. in relation to any obligation for which the **Insured** may be liable under any Employment Law, Workers' Compensation, Unemployment Compensation, Disability Benefits Law, employment protection legislation, employer's liability, or under any similar law, in respect of any **Employee**; except that this exclusion shall not apply to any **Claim** arising out of any **Bodily Injury** of an **Employee** which is caused by a **Malpractice Incident** by an **Insured** where the **Employee** is a **Patient** of the **Insured**;
- J. arising out of or resulting from discrimination including discriminatory employment practices, allegations of actual or alleged violations of civil rights or acts of discrimination based entirely or in part on the race, gender, pregnancy, national origin, religion, age or sexual orientation, except where the claimant against the **Insured** is a **Patient** of the **Insured**;
- K. directly caused by or materially contributed to by the influence of intoxicants, alcohol or narcotics. If the Underwriters allege that this exclusion precludes coverage of any **Damages Claim Expenses** or other costs covered under this **Policy**, the burden of proving the contrary shall be upon the **Insured**;

- L. arising out of or resulting from any criminal, dishonest, fraudulent or malicious act, error or omission of any **Insured**;
- M. arising out of or resulting from:
  - 1. any conduct, physical act, gesture, or spoken or written words of a sexual or physically violent nature by any **Insured**, including sexual intimacy (whether or not consensual), sexual molestation, sexual or physical assault or battery, sexual or physical abuse, sexual harassment or exploitation; or
  - 2. the **Insured's** actual or alleged negligent employment, investigation, supervision, hiring, training or retention of any **Employee, Insured** or person for whom the **Insured** is legally responsible and whose conduct falls within paragraph M.1. above.
- N. directly or indirectly caused by, or contributed to by, or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.;
- O. directly or indirectly arising out of or resulting from:
  - 1. **Bodily injury** or loss of or damage to, or loss of the use of property directly or indirectly caused by seepage, subsidence, pollution or contamination;
  - 2. the actual, alleged or threatened discharge, dispersal, release or escape or failure to detect the presence of **Pollutants**, or any governmental, judicial or regulatory directive or request that the **Insured** or anyone acting under the **Insured's** direction or control test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**. Or
  - 3. the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to or testing for **Pollutants** contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever.

However, this exclusion shall not apply to the extent that any **Patient** is being treated for exposure to any **Pollutant**.
- P. directly or indirectly arising out of, or resulting from or in consequence of, or in any way involving the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, moulds, spores, organic pathogens, micro-organisms or mycotoxins of any kind, except where forming part of the usual provision of the **Insured's Business**;
- Q. directly or indirectly caused by, resulting from, or arising out of a **Cyber Act, Cyber Incident** or **Data Breach**, including any action taken in controlling, preventing, suppressing or remediating any **Cyber Act, Cyber Incident** or **Data Breach**.
- R. against any **Subsidiary** designated in Item 13 of the Schedule or its past, present, or future employees, directors, officers, trustees, review board or committee members, or volunteers acting in their capacity as such, which are based upon, arise out of, directly or indirectly result from, are in consequence of, or in any way involve any fact, **Circumstance**, situation, transaction, event, **Accident, Malpractice Incident** or negligent acts, errors or omissions, libel, slander, breach of professional confidentiality, other incident or series of facts, **Circumstances**, situations, transactions, events, **Accidents, Malpractice Incidents** or negligent acts, errors or omissions, libel, slander, breach of professional confidentiality, other incident or event happening before the date such entity became a **Subsidiary** or after the date it ceased to be a **Subsidiary**;
- S. relating to or arising out of asbestos, silica or lead, unless occurring as part of and during the provision of the **Insured's Business**;



- T. arising out of or resulting from **Bodily Injury** and **Property Damage**. However, this exclusion does not apply to **Bodily Injury** arising out of a **Malpractice Incident** or **Bodily Injury** and **Property Damage** covered under Insuring Agreements I.C. and I.D;
- U. based on the wilful non-compliance of any **Insured** with any local or international rules, regulations and statutes in relation to food and drug health and safety or administration, or treating a **Patient** with any drugs, medical devices, biologics or radiation-emitting products that have been disapproved or not then approved by any appropriate regulatory organisation;
- V. arising out of or resulting from any wrongful or unlawful detention in breach of the Mental Health Act 1983 or the Human Rights Act 1998;
- W. arising out of or resulting from the **Insured's** actual or alleged ownership, rental, lease, maintenance, operation, use, repair, voluntary or involuntary sale, transfer, exchange, gift, abandonment or condemnation of any automobiles, aircraft, watercraft and other kinds of conveyances including mechanically propelled vehicles, or any loading, or unloading of any motor vehicle, trailer, watercraft, aircraft, or other such conveyance, or at or on or near a helipad;
- X. arising out of or resulting from any **Bodily Injury** to any **Employee** during the course of his employment with the **Insured**, or to his spouse, child, parent, or sibling arising out of such **Bodily Injury**. However, this exclusion shall not apply to any **Claim** arising out of any **Bodily Injury** of an **Employee** which is caused by a **Malpractice Incident** of an **Insured** where the **Employee** is a **Patient** of the **Insured** and suffers **Bodily Injury** as a **Patient**; or
- Y. directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - 1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - 2. any **Act of Terrorism**.

An **Act of Terrorism** means an act, including the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This **Policy** also excludes **Damages** or **Claim Expenses** directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) or (2) above.

If the Underwriters allege that by reason of this exclusion any **Damages** or **Claim Expenses** are not covered by this **Insurance**, the burden of proving the contrary shall be upon the **Insured**;
- Z. arising out of or in connection with any acts, errors or omissions of an **Insured**, if a **Medical Practitioner**, which are outside the scope of work of, or are not conducted for or on behalf of, the **Named Insured** including all work carried out privately by an **Insured**; or
- AA. arising out of the ownership, possession or use of any land or building;
- BB. arising out of the conduct of any partnership or joint venture of which the **Insured** is a partner or member and which is not designated in this **Policy** as an **Insured**.
- CC. arising out of any **Malpractice Incident**, **Accident**, act, error, omission, libel, slander, breach of professional confidentiality, other incident or event, illness, disease of the human body, **Business** or operations committed or occurring wholly or in part before the **Retroactive Date**.

DD. any costs relating to the defence of any regulatory, disciplinary or professional misconduct proceedings or investigation brought against the **Insured**, whether in respect of an **Inquiry** or otherwise, unless expressly provided for in this **Policy**.

EE. arising out of any Hepatitis Non A or any condition directly or indirectly caused, or associated with, the human immunodeficiency syndrome (HIV) or the mutants, derivatives thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) or syndrome or condition of a similar kind howsoever it may be named.

FF. arising out of the bankruptcy or insolvency of any **Insured**.

GG. made within or any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part), unless the **Insured** has requested that there shall no be limitation and has accepted the terms offered by Underwriters granting such cover which offer and acceptance must be signified by specific endorsement (including any reinstatement provision) to this policy.

HH. arising out of any actual or alleged infringement of any patent or patent rights or misuse or abuse of any patent;

II. arising out of any actual or alleged use or misappropriation of any ideas, plagiarism, misappropriation of likeness or misappropriation or infringement of any intellectual property right, including trademark, trade secret, trade dress and copyright or infringement of the Data Protection Act 1998.

JJ. in relation to Insuring Agreement I.G., arising out of the contents of any journal or publication, or in any communication or contribution to the press or media.

#### VI. **ADDITIONAL EXCLUSIONS APPLICABLE TO INSURING AGREEMENT I.B., (PROFESSIONAL INDEMNITY)**

This **Insurance** does not apply to **Damages** or **Claims Expenses** incurred with respect to any **Claim** or any other costs:

A. arising from any **Malpractice Incident** covered under Insuring Agreement I.A. (Medical Malpractice) or professional services rendered which are not within the conduct of the **Insured's Business**;

B. made against any person who is during the **Policy Period** a principal, partner, director, a member of any ethics committee, employee or volunteer of the **Named Insured** in respect of **Claims** arising from work undertaken that is not on behalf of the **Insured**;

C. made by any parent, **Subsidiary** or associated company.

#### VII. **ADDITIONAL EXCLUSIONS APPLICABLE TO INSURING AGREEMENT I.C., (PUBLIC/GENERAL LIABILITY) AND I.D., (PRODUCT LIABILITY)**

This **Insurance** does not apply to **Damages** or **Claims Expenses** incurred with respect to any **Claim** or any other costs:

A. arising out of a **Malpractice Incident** or any actual or alleged breach of the **Insured's** professional duty;

B. arising out of **Bodily Injury** to an **Employee** of the **Insured**;

C. arising out of transmission of computer virus;

D. arising out of **Property Damage** belonging to the **Insured** or which at the time of the damage is in the **Insured's** care, custody or control. However, this exclusion does not apply to:



1. vehicles or personal belongings of **Employees** and visitors, while they are located in the **Named Insured's Facilities**;
  2. premises rented to the **Insured**, for loss or damage not insurable under property insurance policies and for which the **Insured** would not be liable other than by the lease or agreement.
- E. arising out of **Property Damage** to work performed by or on behalf of the **Named Insured** arising out of work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

#### VIII. LIMIT OF LIABILITY

- A. The Limit of Liability stated in Item 4. (1), (2), (3), (4), (5), (6) and (7) of the Schedule as "Each **Claim**" is the Underwriters' Limit of Liability for all **Damages** and **Claims Expenses** arising out of each **Claim** under Insuring Agreements I.A., I.B., I.C., I.D., I.E., I.F. and I.G., respectively.
- B. The Limit of Liability stated in Item 4.(8) of the Schedule as "Each **Inquest**" is the Underwriters' Limit of Liability for all **Inquest's** costs under Insuring Agreement I.H.
- C. The Limit of Liability stated in Item 4.(9) of the Schedule as "Policy Aggregate" is the Underwriters' Limit of Liability for all **Damages** and **Claims Expenses** arising out of all **Claims** and other costs which are covered by this **Policy**.
- D. The Limit of Liability for any **Extended Reporting Period** shall be part of, and not in addition to, the Underwriters' Limit of Liability for the **Policy Period**.
- E. Any **Claims, Damages** or **Claims Expenses** arising from any negligent act, error or omission, **Accident, Malpractice Incident**, libel, slander, loss of **Documents** or breach of professional confidentiality notified to the Underwriters or other insurer prior to the Inception Date shall not be included as one **Claim** or payable under this **Policy** as **Damages** or **Claims Expenses** arising out of the same, continuing or related negligent act, error or omission, **Accident, Malpractice Incident**, libel, slander, loss of **Documents** or breach of professional confidentiality of which any **Claim** is made or notice is first given during this **Policy Period**.
- F. Notwithstanding anything to the contrary contained in this **Policy**, if a **Claim** purports to trigger coverage under more than one Insuring Agreement of this **Policy**, the Underwriters' Limit of Liability under each Insuring Agreement shall continue to apply to that part of the **Claim** that properly falls within that Insuring Agreement but the total liability of the Underwriters shall in no event exceed the greater of the Limit of Liability available under the higher of any one of the Insuring Agreements relevant to the **Claim**.
- G. In the event that a **Claim** purports to trigger coverage under more than one policy issued by the Underwriters to the **Named Insured** and its subsidiary companies, any **Claim** or suit will only be covered under the policy with the highest limit of insurance available or, if the limits are the same, under only one of the policies.

## IX. DEDUCTIBLE

The Underwriters shall only be liable under this **Policy** if the Deductible amount stated in Item 5. of the Schedule is satisfied in full by payments by the **Insured** of **Damages** and/or **Claims Expenses** resulting from each **Claim**. The Underwriters shall be liable only for the amounts in excess of such Deductible subject to the Underwriters' Limits of Liability in Item 4. of the Schedule. The **Insured** shall make direct payments within the Deductible to the appropriate parties designated by the Underwriters. The Deductible shall be and remain uninsured, unless otherwise agreed in writing by the Underwriters. Under no circumstances shall the Underwriters be required to pay the Deductible, but the Underwriters may do so at their sole discretion and may then collect the Deductible from the **Insured**. The existence of any other insurance shall not affect or abrogate the obligation of the **Insured** to pay the Deductible.

## X. MEDICAL PRACTITIONERS

The **Named Insured** shall ensure and record that throughout the **Policy Period**:

- A. all **Medical Practitioners** during all their professional activities for the **Named Insured** maintain a relevant license approved by the appropriate regulatory, licensing or registration body or equivalent in respect of their area of practice;
- B. all **Medical Practitioners** maintain membership of their respective applicable professional association, if this membership is legally required; and
- C. all **Medical Practitioners** for whose acts, errors or omissions the **Insured** may be liable are otherwise fully insured (in accordance with the usual standards for **Medical Practitioners** and on no worse terms than required by their appropriate regulatory or professional association or body) for their own professional errors, omissions or negligence.
- D. all nurses engaged by the **Insured** or acting on the **Insured's** behalf maintain registration with the Nursing and Midwifery Council (NMC) and/or An Bord Altranais.

## XI. MEDICAL EQUIPMENT

Any tool or implement used or intended for use in or about the conduct of the **Insured's Business** and which is intended to be in contact with bodily fluid (whether human or animal) or penetrate tissue (whether human or animal) shall be:

- 1. handled, used and stored in accordance with the manufacturers' instructions, and
- 2. where approved by the manufacturers and by the Department of Health or equivalent to be used more than once, sterilised prior to each such use:
  - (i) using only sterilised apparatus specifically approved by the manufacturer and in accordance with instructions, recommendations or guidelines of such manufacturer
  - (ii) in accordance with Department of Health guidelines or equivalent.

Any surface which such device is likely to come into contact with or which has been in contact with bodily fluid (whether human or animal) or tissue (whether human or animal) shall be disinfected in accordance with the manufacturers instructions and Department of Health guidance or equivalent.

## XII. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

The following is an **IMPORTANT CONDITION** under this **Policy**. Coverage under this **Policy** will not be available unless the **Insured** complies with this important condition:

- A. The **Insured** shall notify the Underwriters in writing as soon as reasonably practicable through persons identified in Item 9. of the Schedule of any **Claim** made against the **Insured** during the **Policy Period** and promptly forward every demand, notice, summons, request to attend or other process received by the **Insured** or its representative.
- B. If during the **Policy Period** the **Insured** first becomes aware of a **Circumstance**, it must give written notice to the Underwriters as soon as reasonably practicable through persons identified in Item 9. of the Schedule and during the **Policy Period** of:

1. the specific, negligent act, error, or omission, **Accident, Malpractice Incident**, libel, slander, loss of **Documents**, breach of professional confidentiality;
  2. the injury or damage which may result or has resulted from the negligent act, error, or omission, **Accident, Malpractice Incident**, libel, slander, loss of **Documents**, breach of professional confidentiality;
  3. the circumstances by which the **Insured** first became aware of the negligent act, error or omission, **Accident or Malpractice Incident**, libel, slander, loss of **Documents**, breach of professional confidentiality; and
  4. the names and addresses of all potential claimants, witnesses and any parties potentially involved.
- C. Any subsequent **Claim** made against the **Insured** which is the subject of the written notice above shall be deemed to have been made at the time written notice was first given to the Underwriters.
- D. A **Claim** or **Circumstance** shall be considered:
1. known to the **Insured** when the **Named Insured's** Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, General Counsel, the Risk Management or Legal Department, or the relevant **Medical Practitioner** first becomes aware of it; and
  2. reported to the Underwriters when notice is received by the persons named in Item 9. of the Schedule.

### **XIII. FRAUDULENT ACTS**

If the **Insured** makes a fraudulent claim under this Policy, the Underwriters:

- A. are not liable for any payment for any **Claim, Damages, Claims Expenses** or costs; and
- B. may recover from the **Insured** any sums that the Underwriters have paid to the **Insured** in respect of the claim; and
- C. may by notice to the **Insured** treat the policy as having been terminated with the effect from the date of the fraudulent act.

If the Underwriters exercise their right under Clause XIII.C above:

- A. the Underwriters shall not be liable to the **Insured** in respect of a relevant event occurring after the date of the fraudulent act. A relevant event is anything that gives rise to the Underwriters' liability under this Policy (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and
- B. The Underwriters need not return any of the premium paid.

### **XIV. RECORDS**

The **Insured** shall at all times:

- A. maintain accurate descriptive records of all **Business** and equipment used in procedures which shall be available for inspection and use by the Underwriters or their duly appointed representatives insofar as they relate to any **Claim** hereunder; and
- B. retain the records referred to in A. above for a period of at least ten (10) years from the date of treatment and, in the case of a minor, for a period of at least ten (10) years after that minor attains majority.

### **XV. ASSISTANCE AND CO-OPERATION OF THE INSURED**

The following is an **IMPORTANT CONDITION** under this **Policy**. Coverage under this **Policy** will not be available unless the **Insured** complies with this condition:

- A. The **Insured** shall cooperate with the Underwriters in all investigations, including investigations regarding the **Proposal** for and coverage under this **Policy**. The **Insured** shall execute or cause to be executed all papers and render all reasonable assistance as requested by the Underwriters.
- B. Upon the Underwriters' request, the **Insured** shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the **Insured** because of negligent acts, errors or omissions, **Accidents, Malpractice Incidents**, libel, slander, loss of **Documents** or breaches of professional confidentiality which may be covered by this **Policy**; and the **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the assistance and attendance of witnesses, the execution of all documentation, and to allow for compliance with any Practice Directions, Civil Procedure Rules, Pre-Action Protocols, or similar.
- C. The **Insured** shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, consent to any judgment or award or dispose of any **Claim** in excess of the Deductible, or agree to any finding, without the consent of the Underwriters; and
- D. No action shall be brought against the Underwriters until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment or award against the **Insured** after actual trial or arbitration, or by written agreement of the **Insured**, the claimant and the Underwriters.
- E. The **Insured** shall not disclose to any person any of the terms of this **Policy** without written consent of the Underwriters.

Expenses incurred by the **Insured** in assisting and cooperating with the Underwriters in accordance with this clause do not constitute **Claims Expenses** under the **Policy**.

#### **XVI. COOLING OFF PERIOD AND CANCELLATION**

- A. The **Insured** is entitled to cancel this **Policy** by sending notice to the other party within 14 days of the Inception Date without giving a reason. Providing the **Insured** has not made any claims, the Underwriters will allow a proportionate return of the premium for any unexpired **Policy Period** for which the **Insured** has paid.
- B. This **Policy** may be cancelled by the **Named Insured** or by the Underwriters by sending notice to the other party stating when, not less than thirty (30) days thereafter, cancellation shall be effective (except that (i) the **Named Insured** shall not be entitled to cancel this **Policy** if a **Claim** has been made at the date of giving such thirty days' notice, or **Circumstance** then notified to the Underwriters, and (ii) the Underwriters shall not be entitled to cancel any part of the **Extended Reporting Period** except for non-payment of premium).
- C. Any failure of the **Named Insured** to pay the Premium when due may allow the underwriters to cancel this **Policy**, giving seven (7) days' notice to the **Named Insured** stating the effective date and hour of cancellation. In these circumstances, the Underwriters shall be entitled to set off any sum held by them in the discharge of any of the **Insured's** obligations to the Underwriters.
- D. If this **Policy** is cancelled the Expiry Date of this **Policy** shall be amended to be the effective date of such cancellation.
- E. If this **Policy** is cancelled:

1. by the **Named Insured**, the Underwriters shall retain the short rate proportion of the Premium for the period this **Policy** has been in force, calculated in accordance with the Underwriters' Short Rate Cancellation Table then in force, and all of the Premium in respect of any **Extended Reporting Period** (if applicable); or
  2. by the Underwriters, they shall retain the pro rata proportion of the Premium for the period this **Policy** has been in force.
- F. Notice of cancellation by the Underwriters shall be effective even though the Underwriters make no payment or tender of return premium with such notice.

#### **XVII. PREMIUM PAYMENT WARRANTY**

The following warranty is a term that defines the risk as a whole:

The **Named Insured** must pay all premiums under this policy on the date shown in Item 6. of the Schedule. If the Underwriters do not receive payment of such premium by midnight (local standard time) on the premium due date, this **Policy** will be suspended until the **Insured** complies with this warranty.

#### **XVIII. ARBITRATION AND CHOICE OF LAW**

Any dispute concerning this **Insurance** shall be the subject of arbitration in accordance with the ARIAS Rules prior to recourse to any court of law. The seat of the arbitration shall be in London, and the arbitration tribunal shall apply the laws of England and Wales as the proper law of this **Insurance** and the procedural and supervisory law of the arbitration.

#### **XIX. MATERIAL ALTERATIONS**

The **Named Insured** must tell the Underwriters as soon as reasonably possible of any material change or changes in circumstances during the **Policy Period** that increases the risk covered and/or any material change in the matters declared to the Underwriters. The Underwriters will not provide any indemnity in respect of liability arising from such material change in the matters declared to the Underwriters unless the Underwriters have agreed in writing to accept the altered risk.

#### **XX. INNOCENT INSURED**

Whenever coverage under this **Insurance** would be excluded, suspended or lost owing to:

- A. the application of V., Exclusion L., relating to intentional, criminal, dishonest, fraudulent or malicious acts, errors or omissions by any **Insured**; or
- B. non-compliance with any condition relating to the giving of notice to the Underwriters where an **Insured** is in default solely as a result of the failure of another **Insured** so to comply;

such insurance coverage as would otherwise be afforded under this **Policy** shall remain in effect with respect to those **Insureds** who did not personally participate in, or acquiesce in or remain passive after having personal knowledge of, (a) one or more of the acts, errors or omissions described in any such exclusion, or (b) such failure to give notice;

provided that after becoming aware of such act, error or omission or any failure to give notice, any such **Insured** shall inform the Underwriters immediately in writing of such event, and shall not be entitled to the benefit of this clause if it fails to do so.

#### **XXI. EXTENDED REPORTING PERIOD**

- A. If either party cancels or this **Insurance** is not renewed:
1. notwithstanding the requirement in Clause XII. A to notify the Underwriters as soon as reasonably practicable, the **Insured** shall have fourteen (14) days from the Expiry Date of the **Policy Period** to notify the Underwriters of **Claims** made against the **Insured** during the **Policy Period**. Any such **Claim** not so notified will not be payable by the Underwriters under this **Policy**.
  2. the **Named Insured** shall have the right, exercisable on written notice within 14 days of such cancellation or non-renewal of the Policy and upon payment of an additional Premium calculated at that percentage shown in Item 7(a) of the Schedule of the total Premium for this **Policy**, to a temporal extension of the coverage granted by this **Policy** for the period specified in Item 7(b) of the Schedule with respect to any **Claim** first made against any **Insured** during the **Policy Period** or **Extended Reporting Period**. Such additional Premium must be received by the Underwriters within thirty (30) days of such cancellation or expiry and if not so received the **Named Insured** shall not have any right to any **Extended Reporting Period**, and if exercised the **Extended Reporting Period** will replace the grace period provided above to the **Insured** to notify **Claims**.
- B. The Limit of Liability for the **Extended Reporting Period** shall be part of, and not in addition to, the Underwriters' Limit of Liability for the **Policy Period**.
- C. The quotation by the Underwriters of a different premium or Deductible or Limit of Liability or changes in the **Policy** language for the purpose of renewal shall not constitute a refusal to renew by the Underwriters.
- D. The right to the **Extended Reporting Period** shall not be available to the **Named Insured** where cancellation or non-renewal by the Underwriters is due to non-payment of Premium or failure of an **Insured** to pay such amounts in excess of the applicable Limit of Liability or within the applicable Deductible or other material breach of this **Policy**.
- E. All notices and Premium payments with respect to the **Extended Reporting Period** shall be directed to the Underwriters through the entity named in Item 9. of the Schedule.
- F. At the commencement of the **Extended Reporting Period**, the entire Premium shall be deemed earned, and in the event the **Named Insured** terminates the **Extended Reporting Period** prior to its natural expiry, the Underwriters will not be liable to return any Premium paid for the **Extended Reporting Period**.

## XXII. OTHER INSURANCE

This **Insurance** shall apply in excess of any other valid and collectible insurance or self-insurance, or of any kind of indemnity including one provided by any medical defence organisation or any similar scheme and available to any **Insured**, unless such other insurance is written only and identified as specific excess insurance over the Limit of Liability of this **Policy**.

If there is any other such insurance at the time of any event giving rise to a **Claim** under this **Policy** the **Insured** shall promptly provide the Underwriters in writing with full details of such other insurance, including the identity of the insurer and the policy number, and such further information as the Underwriters may reasonably require.



### XXIII. SUBROGATION

The Underwriters shall be subrogated to the extent of their liability under this **Insurance** to all the **Insured's** rights of recovery against any person or organisation, and the **Insured** shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. The **Insured** shall do nothing before or after the payment of **Damages** or **Claims Expenses** by the Underwriters to prejudice such rights and shall take all reasonable steps to maintain them including positive action where necessary. The obligations of the **Insured** under this Clause XXIII. shall survive this **Policy**.

Any subrogated recovery shall first be paid to the Underwriters to the extent of any **Claims Expenses** paid by them, with the balance then being paid to the **Insured** for any uninsured loss in excess of the Limit of Liability, then to the Underwriters to the extent they have paid **Damages** in excess of the Deductible, and then to the **Insured** in respect of the Deductible.

Notwithstanding the above the Underwriters may at any time request an assignment from the **Insured** of any cause of action that the **Insured** may have against any third party in respect of which it has been, or appears likely to be, indemnified by the Underwriters, which the **Insured** shall promptly effect.

### XXIV. MERGERS AND ACQUISITIONS

A. If, during the **Policy Period**, the **Named Insured** acquires an entity (including its **Subsidiaries**) or employs or is joined as part of its operations by more than the number of **Medical Practitioners** or Other Staff or purchases assets or acquires liabilities specified in Item 14. and 15. of the Schedule, and

1. the revenues of the acquired entity or such assets or liabilities immediately prior to the date of completion of such acquisition do not exceed 10% of the **Named Insured's** annual revenues or assets respectively as specified in its most recent application for insurance to the Underwriters;
2. the business operations of the acquired entity are of a similar nature to those of the **Named Insured** as specified in such recent application;
3. the total number of **Medical Practitioners** employed by the **Named Insured** does not increase by more than 20% or 15 (whichever is less); and
4. the operations of the acquiring or acquired entity are primarily located in the same country as the **Named Insured**;

then this **Policy** will automatically cover the acquired entity from the date of completion of such acquisition but only for **Malpractice Incidents, Accidents**, negligent acts, errors or omissions, libel, slander, loss of **Documents** or breach of professional confidentiality that take place subsequent to completion of such acquisition. In the event that immediately prior to the date of completion of any such acquisition the total amount of revenues or assets of all acquiring and acquired entities during the **Policy Period** would exceed 25% of the **Named Insured's** annual revenues or assets respectively as specified in such application, Paragraph A above shall no longer apply and any further acquisitions will be subject to Paragraph B below.

B. If during the **Policy Period** the **Named Insured** acquires an entity that does not fall within the criteria detailed in Paragraph A above, or where Paragraph A above no longer applies by virtue of the provision contained in its last sentence, this **Policy** shall not apply after the date of completion of such acquisition and the **Named Insured** shall be required to give written notice to the Underwriters prior to the completion of such acquisition by or of the **Named Insured**, and to negotiate with the Underwriters in respect of the additional premium payable and the imposition of any amended terms and conditions in respect of any insurance similar to that provided hereunder that it may require.

## **XXV. ASSIGNMENT**

The interest hereunder of any **Insured** is not assignable except as requested by the Underwriters, who may at any time request an assignment from the **Insured** of any cause of action that the **Insured** may have against any third party in respect of which it has been or appears likely to be indemnified by the Underwriters.

## **XXVI. SEVERAL LIABILITY**

The subscribing Underwriters' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of his or her individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing Underwriter who for any reason does not satisfy all or part of its obligations.

## **XXVII. CURRENCY**

All Premiums and **Claims** under this **Policy** are payable in the currency stated in Item 11. of the Schedule.

## **XXVIII. DUTY TO MITIGATE**

In the event of any **Malpractice Incident**, negligent act, error or omission, breach of professional confidentiality, any libel or slander or **Inquest**, or any **Circumstance**, the **Insured** shall promptly, at their expense, take all reasonable steps to prevent any other or further **Bodily Injury** or arising out of the same or similar negligent act, error, omission or conditions giving rise to such **Malpractice Incident**, financial loss arising out of the same negligent act, error or omission, damages arising of the same breach of professional confidentiality, libel and slander or **Circumstance**.

## **XXIX. NAMED INSURED AS AGENT**

The **Named Insured** shall be considered the agent of all **Insureds**, and shall act on behalf of all **Insureds** with respect to the giving of or receipt of all notices relating to this **Policy**, the acceptance of any endorsements to this **Policy**, and the **Named Insured** shall be responsible for the payment of all Premiums and Deductibles.

## **XXX. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this **Policy** and a person who is not a party to this **Policy** has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy**, unless an **Insured**.

## **XXXI. GENERAL CONDITION**

Throughout this **Policy**:

- A. The singular includes the plural, and the masculine includes the feminine, and vice versa;
- B. "Including" and "include(s)" mean without limitation;
- C. Any obligation or payment owed by the Underwriters shall in every case be subject to the Limits of Liability specified in Item 4. of the Schedule;
- D. Any reference to legislation shall include any similar or equivalent or related foreign, federal, state, provincial or local law, ordinance or regulation, any amendments, and any rules or regulations or executive orders promulgated thereunder, or by agencies or similar bodies thereof;
- E. Any reference to a regulatory or investigative or other state or local governmental body shall include any similar or related agency or body;



- F. Any requirement for notification to the Underwriters or the **Insured** shall be discharged if sent by email to the address specified in Item 9. of the Schedule (or other designated address), if received and there capable of being easily read;
- G. The descriptions in the headings and subheadings of this **Policy** are solely for convenience, and form no part of the terms and conditions of coverage;
- H. All or part of any provision of this **Policy** which is or becomes void or illegal, invalid or unenforceable by a court or other competent body under the law of any applicable jurisdiction shall be deleted. The parties shall use their best efforts to agree a replacement for the provision deleted which achieves as far as possible the same effect as would have been achieved by the deleted provision had it remained enforceable, and if unable to agree such replacement provision shall proceed to arbitration in accordance with Clause XVIII.

## XXXII. COMPLAINTS

If the **Insured** has any questions or concerns about this Policy or the handling of a **Claim** the **Insured** should, in the first instance, contact

### **Beazley Complaints**

Beazley Group  
22 Bishopsgate  
London EC2N 4BQ

All correspondence should be addressed to the Beazley Complaints Manager.

Or by telephone - 0207667 0623

Or by email – [beazley.complaints@beazley.com](mailto:beazley.complaints@beazley.com)

In the event that the **Insured** remains dissatisfied and wish to make a complaint, it may be possible in certain circumstances for the **Insured** to refer the matter to the Complaints team at Lloyd's.

Their address is:

Complaints  
Lloyd's  
One Lime Street  
London EC3M 7HA  
Tel No: 020 7327 5693  
Fax No: 020 7327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
[www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If the **Insured** remains dissatisfied after Lloyd's has considered your complaint, the **Insured** may have the right to refer his/her/its complaint to the Financial Ombudsman Service.

### XXXIII. COMPENSATION

The Underwriters are covered by the Financial Services Compensation Scheme.

The **Insured** may be entitled to compensation from the Scheme if the Underwriters are unable to meet its obligations to the **Insured** under this contract. If the **Insured** is entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract.

Further information about the Scheme is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, Telephone: 0800 678 1100 or 020 7741 4100 or on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

## Treatment and Deductible Endorsement

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

Item 5 of the Schedule is amended with the addition of the following table which sets out the deductible applicable to claims arising out of or related to the specified treatments as listed below. **UK accredited training must be held for each treatment you wish to perform.** We agree to accept non UK qualifications in respect of treatments listed within complementary therapy and general beauty lists:

| Band A – Policy Excess GBP 0 Each and Every Claim   | Included |
|---|----------|
| Acoustic Wave Therapy   | Yes      |
| Aesthetic Oxygen Therapy  | Yes      |
| Complementary Therapy   | Yes      |
| Consultations/E-Consultations (including Health, Wellness, Sexual, Mental Health & Lifestyle) (Less than 50% of total activities performed)                           | Yes      |
| Electrical Current Therapy  | Yes      |
| Facial Skin Needling and Non invasive Pen/applicator (hand held)  | Yes      |
| Facial Topical application including Chemical Peels up to 40%   | Yes      |
| First Aid   | Yes      |
| Foot Health Care excluding surgery  | Yes      |
| General Beauty  | Yes      |
| Micropigmentation/Microblading/Scalp<br>Miropigmentation/Tricopigmentation and SPMU including the use of topical adrenaline during the application of this treatment. | Yes      |
| Non Invasive Freezing Therapy (Aesthetic)   | Yes      |
| Pain Relief via Topical application   | Yes      |
| Phlebotomy  | Yes      |
| Radio Frequency Treatments (excluding Genitalia)  | Yes      |
| Sample taking via pin prick/swab/venepuncture only (Excludes any interpretation)  | Yes      |
| Skin consultations excluding skin cancer  | Yes      |
| Syringing   | Yes      |
| Thermo Coagulation  | Yes      |
| Topical application of skin condition treatment excluding skin cancer and genitalia   | Yes      |
| Training Other professional in Band A treatments (Must have 12 months full time experience performing the treatment and hold a training certificate)                  | Yes      |
| Ultrasound Therapy excluding Genitalia  | Yes      |

|                 |     |
|-----------------|-----|
| Up to 9 Sunbeds | Yes |
|-----------------|-----|

| <b>Band B – Policy Excess GBP 500 Each and Every Claim</b>   | <b>Included</b> |
|--|-----------------|
| 10+ Sunbeds  | Yes             |
| Benign removal skin blemish/nail fungus treatment removal  | Yes             |
| Consultations/E-Consultations (including Health, Wellness, Sexual, Mental Health & Lifestyle) (Less than 50% of total activities performed)          | Yes             |
| First Aid  | Yes             |
| Laser (Non Ablative) excluding genitalia   | Yes             |
| Microsclerotherapy/Sclerotherapy   | Yes             |
| Pain Relief via Topical application  | Yes             |
| Plasma Technology  | Yes             |
| PRF/PRP for Facial/Neck/Scalp/Shoulder/Back/Abdomen rejuvenation   | Yes             |
| Skin consultations excluding skin cancer   | Yes             |
| Tattoo Removal - Laser   | Yes             |
| Tattooing/Tattoo Lightening/Tattoo Removal - Non Laser   | Yes             |
| Thread Lifting (Dissolvable)   | Yes             |
| Training Other professional in Band B treatments (Must have 12 months full time experience performing the treatment and hold a training certificate) | Yes             |

| <b>Band D – Policy Excess GBP 1,000 Each and Every Claim</b>  | <b>Included</b> |
|---|-----------------|
| Consultations/E-Consultations (including Health, Wellness, Sexual, Mental Health & Lifestyle) (Less than 50% of total activities performed)           | Yes             |
| First Aid   | Yes             |
| Injectables including facial skin needling and mesotherapy  | Yes             |
| Non-Invasive Vacuum Therapy excluding genitalia   | Yes             |
| Pain Relief via Topical application   | Yes             |
| Skin consultations excluding skin cancer  | Yes             |
| Topical application of skin condition treatment (including genitalia) excluding skin cancer   | Yes             |
| Training Other practitioners in Band D treatments (Must have 12 months full time experience performing the treatment and hold a training certificate) | Yes             |

**Effective date of this Endorsement: 01/07/2022**

**This Endorsement is attached to and forms a part of Policy Number: W003433-22A**

**Beazley referred to in this endorsement as either the "Insurer" or the "Underwriters"**

**HEALTHCARE COMMUNICABLE DISEASE EXCLUSION**

This endorsement modifies insurance provided under the following:

**BEAZLEY MEDICAL MALPRACTICE INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following exclusion is added to Clause **V. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS**:

**Communicable Disease**

arising out of or resulting from the actual or alleged transmission of or exposure to a **Communicable Disease**.

2. For the purposes of this endorsement the following definition is added:

**Communicable Disease** means an illness caused by an infectious agent or its toxic products, including but not limited to bacteria and virus, and that occurs through the transmission of the infectious agent or its toxic products from an infected individual or via an animal, vector or the inanimate environment to a susceptible animal or human host. Examples of **Communicable Diseases** are, including but not limited, HIV/AIDS, Hepatitis, Sexually Transmitted Diseases, Ebola and Tuberculosis.

All other terms and conditions of this Policy remain unchanged.

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Authorised Representative

## Prescribing Endorsement

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

This **Insurance** does not apply to **Damages** or **Claims Expenses** incurred with respect to any **Claim** or any **Inquest Costs** arising out of or resulting from:

- 1) the prescribing and remote prescribing for non-aesthetic purposes where the **Insured** does not have a set of medical records for the **Patient**;
- 2) the on-selling or passing on of **injectables** to other practitioners provided that for certain injectable the following applies:
  - i) the administering or on-selling or passing on of Kenalog to non-licensed practitioners;
  - ii) the administering or the on-selling or passing on of Devil Lip to non-licensed or licensed practitioners;
  - iii) the administering or the on- selling or passing on of Botulax to non-licensed or licensed practitioners.;
- 3) the prescribing and remote prescribing for aesthetic purposes the **Patient** must be over the age of 18 at the time of the prescribing by the **Insured**

All other terms and conditions of this Policy remain unchanged.

## Facial Needling Exclusions

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

This Insurance does not apply to any **Damages** or **Claims Expenses** incurred with respect to any **Claim** or **Inquest Costs** arising out of or resulting from;

1. Or in any way **facial skin needling** involving Cellfina, Celluerase, Lipo-Dissolve/Lipostabil/Essentiale, aqualyx
2. **Facial Skin Needling** means non-invasive non-surgical techniques that uses multiple micro needles to prick the skin for example but not limited to mesotherapy.

All other terms and conditions remain unchanged

## Patch Test Condition

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

The **Named Insured** shall ensure that throughout the **Policy Period** a patch test is undertaken and recorded within the **Patient's** record at least 24 hours prior to any treatment when:

- a) A patch test is standard practice for the treatment being undertaken and/or
- b) A patch test is specified by the manufacturer's instructions;

and, where one or more of the following applies:

- c) The treatment is a new course of treatment for the **Patient**;
- d) The area to be treated on the **Patient** is a new area which has not previously received the treatment;
- e) A new type of laser has been installed or the brand of product used has changed in the middle of a course treatment;
- f) The **Patient's** medical history has changed; or
- g) There has been a change to treatment parameters where the increase ratio levels are not in accordance with the **Named Insured's** practice guidelines and manufacturer's instructions.

If this condition is not complied with this may affect the cover available under the Policy.

All other terms and conditions of this Policy remain unchanged.



## **List of Acceptable General Beauty Treatments**

Acoustic Wave Therapy Body Contouring  
Aeroline Air Jet Body Massage  
Alkaline Skin Wash  
Aromatherapy  
Aqua Detox  
Bio Skin Jetting/Bio Skin Smoothing  
Bleaching of Superfluous Hair  
Body Hair Colouring including Bikini  
Body Scrub/ Polish/ Wraps/ Exfoliation/Brushing/Masks  
Brow Lamination  
Depilatory Creams  
Diathermy Epilation  
Dry Flotation Tanks  
Eyebrow/Eyelash/Facial tinting  
Eyebrow Shaping  
EyeBrow Threading  
Eyelash Growth (Bimatopost, Latisse and Lumigan)  
Eyelash/Eyebrow extensions  
Eyelash Perming  
Face Masks  
Facials/Electrical Facials and High Frequency Equipment  
False Lash Application  
Gels/Acrylics/Shellac  
Hairdressing treatments including hair extensions and application of third party hairdressing products  
HD Brows  
Henna Brows  
Hydrafacial  
Intracel  
LVL Lashes/Lash lift  
Make up application  
Manicures,  
Manual Lymphatic Drainage (Using Massage Method)  
Massage  
Micro/Nano Current Machines  
Nail Extensions/Nail Art  
Pedicures  
Profacial  
Shockwave/Acoustic Wave Therapy  
Skin Anaylisis/Consultation  
Spray on tans  
Waxing

## Sunbed / UV tanning endorsement

This endorsement modifies the List of Acceptable Treatments and Procedures – Beauty and Wellbeing Salon/Therapists and shall be read as if incorporated within it:

### My Beazley

It is understood and agreed that the following treatments and procedures are added:

#### A. Sunbeds and UV tanning booths

**What We cover:** the use of sun beds or tanning booths within **Your** salon, where controlled and supervised by **You**.

#### B. Conditions applicable to all treatments and procedures:

1. The maximum amount payable in respect of all **Claims** made under this endorsement shall not exceed in the aggregate the overall limit of liability shown in the Schedule.
2. Any **Claims Expenses** incurred during the investigation, defence and settlement shall be included within the annual aggregate limit and the excess.
3. The excess will be £500 each **Claim** including **Claims Expenses**.
4. The following is an **IMPORTANT CONDITION** under this Policy. Coverage under this Policy will not be available unless **You** comply with this important condition:
  - i. **You** shall at all times ensure that:
    - a) the equipment is certified by the manufacturer as compliant with the European standard for exposure to ultraviolet and infrared radiation (irradiance not exceeding 0.3 W/m<sup>2</sup>);
    - b) the equipment is only re-calibrated according to the manufacturers guidelines and a record demonstrating this is maintained;
    - c) all equipment is used and maintained in accordance with the manufacturers guidelines;
    - d) instructions are clearly displayed detailing how to safely use the equipment, harm that can be caused from excessive use and that under 18's should not use the equipment.

#### C. What **We** will not cover:

**We** will not make any payment for or in respect of any **Claim** or **Loss**, for, arising out of, or resulting from:

1. any use where the client did not sign a consent/release form including a written record of the schedules/times of each session.
2. any use by minors under the age of 18 years.
3. the use of any equipment which has not been used, maintained or re-calibrated in accordance with the manufacturers guidelines.

4. the use of any tanning equipment that does not comply with European standard for exposure to ultraviolet and infrared radiation (irradiance not exceeding 0.3 W/m<sup>2</sup>)
5. the use of any tanning equipment that is controlled by the client or where exposure time exceeds 30 minutes
6. any use where the client has or may have epilepsy, porphyria, psoriasis, dark moles, tattoos, micropigment eczema, dermatitis, skin tumours, skin cancer, hypopigmentation, or maybe pregnant.
7. any use where the client did not wear protective goggles during the treatment.
8. any use where the client has had a laser or IPL treatment or used aromatherapy products within the last 10 days, or is taking any medication that is photosensitive.

All other terms and conditions of this Policy remain unchanged.

Matthew Nais

Signed on behalf of **Beazley Solutions Ltd** acting on behalf of:

**Beazley Syndicate 2623/623 at Lloyd's**

22 Bishopsgate  
London EC2N 4BQ  
Phone: +44 (0)20 7667 0623  
Fax: +44 (0)20 7674 7100  
[info@beazley.com](mailto:info@beazley.com)  
[www.beazley.com](http://www.beazley.com)

## Diagnostic and Interpretation Endorsement

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

### **Diagnostic and Interpretation Exclusion**

This **Insurance** does not apply to **Damages** or **Claims Expenses** incurred with respect to any **Claim** or any **Inquest Costs** arising out of or resulting from diagnostic and interpretation work

All other terms and conditions of this Policy remain unchanged.

## Out of Hours Endorsement

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

### **Definitions:**

For the purposes of this endorsement the following definition applies:

1. **Out of Hours** means between the hours of 6:30pm and 8.00am weekdays, weekends and bank holidays.

### **Important Condition applicable to Out of Hours work**

This is an **Important Condition** and cover under this Policy for acts, errors or omissions arising out of or as a result of **Out of Hours** treatments or services provided only in respect of the walk-in centres, triage centres and/or urgent care centres that form part of the **Insured's Business** will not be available unless this condition has been complied with.

The **Named Insured** shall ensure that throughout the **Policy Period** when the **Named Insured** is providing **Out of Hours** treatments or services in walk-in centres, triage centres and/or urgent care centres as part of the **Insured's Business** that the following conditions are complied with:

1. a **Medical Practitioner** is available or accessible either on site or remotely to the **Insured** providing the **Out of Hours** treatments and/or services.
2. the **Insured** providing the **Out of Hours** treatments and/or services is either:
  - a. currently qualified and registered with a professional body such as the General Medical Council, the Irish Medical Council, General Dental Council, the Dental Council or Ireland, the Nursing and Midwifery Council, Health and Care Professions Council and/or the General Pharmaceutical Council; or
  - b. currently qualified and supervised by a person who is registered with a professional body as listed in 2(a) above.

### **Exclusions**

This **Insurance** does not apply to **Damages** or **Claims Expenses** incurred with respect to any **Claim** or any **Inquest Costs** arising out of or resulting from:

1. acts, errors or omissions committed or arising out of **Out of Hours** treatments and/or services provided where a **Medical Practitioner** is not available or accessible either on site or remotely to the **Insured** providing the **Out of Hours** treatments and/or services.

All other terms and conditions of this Policy remain unchanged.

## Teaching or School Programme Endorsement

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

It is understood and agreed that:

1. The **Insured's Business**, in addition to description specified at Item 10. of the Schedule, includes teaching apprenticeships or school programmes (including provision of work experience)
2. The definition of **Insured** is amended with the addition of the following:
  5. any student or apprentice but only when performing treatment on **Patients** at the **Named Insured's Facilities**
3. Provided that cover will only be provided for these activities specified in this endorsement if the following conditions are complied with:
  - a. the **Insured** must at all times be fully supervised by a **Qualified Practitioner**;
  - b. **Patients** must be informed that they are receiving treatment as part of the the **Insured's** training; and
  - c. any models undergoing treatment as part of the **Insured's** training must sign a waiver/consent form.
4. A definition of **Qualified Practitioner** is added:

**Qualified Practitioner** means a person who has undertaken the relevant training to teach and supervise others and has a minimum of 12 months practical experience.

All other terms and conditions of this Policy remain unchanged.

## Laser Endorsement

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

### **Important Condition applicable to the use of Laser**

This is an **Important Condition** and cover under this Policy for the use of a laser machine in performing treatments will not be available unless this condition has been complied with.

The **Named Insured** shall ensure that throughout the **Policy Period** when the **Named Insured** is using laser that the following conditions are complied with:

- a) The **Insured** shall:
  - a. comply with the **Local Rules**;
  - b. conform to European Union Directives in respect to medical electrical equipment used for treatment purposes; and
  - c. maintain local rules documentation within the appropriate section of the **Certificated Laser Protection Adviser's** operational file.

For the purpose of this endorsement the following definitions apply:

1. **Local Rules** means the rules, which reflect safe working practices and relate to the day to day safety management of laser, IPL systems and LEDs, set by the Certificated Laser Protection Adviser to comply with the Health and Safety at Work Act 1974.
2. **Certificated Laser Protection Adviser** means a person who has been given the responsibility, by their employer or the company that they are contracted to, to oversee laser safety and who holds a Laser Protection Adviser certificate issued by RPA 2000 or the Association of Laser Safety Professionals or such other equivalent institution. A Certificated Laser Protection Adviser includes a person appointed as a Laser Safety Officer and/or Laser Protection Supervisor.

All other terms and conditions of this Policy remain unchanged.

## Tattoo Endorsement

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

### Definitions

For the purpose of this endorsement the following definitions apply:

1. **Semi-permanent makeup** means micropigmentation treatments to enhance the eyebrows, eyelashes, top and bottom eye liner and lip line.
2. **Tattooing** means the act or practise of adding colour by marking the skin with indelible patterns, pictures, line or legends by making punctures under the skin and inserting pigments. Tattooing also includes the application of colour in the form of semi-permanent tattoos or body decals which are not of a permanent nature.
3. **Tittooing** means the application of dyes, pigments or other products by **Tattooing** to darken and define the nipple(s) known as the areola.

### Tattoo Exclusions

This **Insurance** does not apply to **Damages** or **Claims Expenses** incurred with respect to any **Claim** or any **Inquest Costs** arising out of or resulting from:

1. the use or supply of dyes, pigments or other products, including devices used, which have either not been approved by the relevant regulatory body and not been on sale or in use in the United Kingdom, European Union or United States for more than two years.
2. work or services carried out on minors under the age of eighteen years.
3. any **Tattooing** where the person has not signed an informed consent document detailing the risks of the procedure and after care.
4. the provision of services including but not limited to **Tattooing** at unlicensed premises.
5. the carrying out of **Tattooing** on the front and side of the neck, the bridge of the nose between the eyes or genitalia including **Tittooing**.
6. the provision of the following treatments, services and/or procedures:
  - a. **Semi-Permanent Makeup**;
  - b. black henna tattoos or the use of any product containing paraphenylenediamine (PPD) in a treatment, service or procedure; and
  - c. any laser treatments;

All other terms and conditions of this Policy remain unchanged.



## Injectables Exclusions

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

This Insurance does not apply to any **Damages** or **Claims Expenses** incurred with respect to any **Claim** or **Inquest Costs** arising out of or resulting from;

1. Or in any way involving Kenalog, Devil Lip, Botulax, Cellfina, Celluerase, Genitalia, Weight Loss Prescribed Injectables, Steroid injections, Lipo-Dissolve/Lipostabil/Essentiale
2. to the on-selling or passing on of **injectables** to other practitioners
3. the remote prescribing of **injectables** for non-aesthetic purposes where the **Insured** does not have a set of medical records for the **Patient**;
4. **Injectables** means any treatment administered using a needle and syringe such as intramuscular injections, intravenous injections and aesthetic cannulas.

This endorsement also applies to the Prescribing and Administrating of Injectables for Aesthetic purposes if added to this Policy.

All other terms and conditions remain unchanged.

## Prescribing and Administering of Injectables for Aesthetic purposes Endorsement

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

▪ **Important Condition applicable to the administering of and prescribing of Injectables for aesthetic purposes only**

This is an **Important Condition** and cover under this Policy for the administering of and prescribing of injectables for aesthetic purposes and cover will not be available unless this condition has been complied with.

1. The **Named Insured** shall ensure that throughout the Policy Period when the **Insured** is administering or prescribing injectables for aesthetic purposes only that the following conditions are complied with:
  - A. The **injectable** is prescribed by a dentist, doctor, independent nurse prescriber or supplementary/pharmacist prescriber that is currently qualified and registered with the General Medical Council, the Irish Medical Council, General Dental Council, the Dental Council or Ireland, the Nursing and Midwifery Council and/or the General Pharmaceutical Council;
  - B. The **Injectable** will be prescribed by the **Insured** to the **Patient** face to face (no remote or repeat prescribing);
  - C. A face to face assessment and consent of the **Patient** is undertaken by the **Insured** and this assessment and consent is to be recorded in writing and kept as part of the **Patient's** records;
  - D. The **Insured** issues specific instructions to the **Provider** on how the injectable is to be provided or administered to the **Patient**;
  - E. The **Insured** keeps a record of the **Provider's** name, registration licence number, contact details and details of the **Provider's** professional medical indemnity insurance cover;
  - F. Full records of the above steps are retained in line with this **Policy** requirement and made available to Underwriters if required;
  - G. The **Insured** must use licensed brands injectables and/or products that are CE marked; and
  - H. The **Patient** must be over the age of 18 at the time of the prescribing by the **Insured** and the administration by the **Provider**.
2. For the purpose of this endorsement the following definitions apply:

**Provider** means the person providing or administering the injectables to the **Patient**.

**Injectables** means any treatment administered using a needle and syringe such as intramuscular injections, intravenous injections and aesthetic cannulas.

All other terms and conditions of this policy remain unchanged.

## Weight Loss Drugs Exclusions

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

This Insurance does not apply to any **Damages** or **Claims Expenses** incurred with respect to any **Claim** or **Inquest Costs** arising out of or resulting from;

1. The prescribing of weight loss drugs in Oral form providing that this exclusion does not apply to the prescribing of Ryebelsus in oral form.

## Named Insured Facilities Endorsement

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

### **Named Insured Facilities Definition**

Section II, Definitions Named Insured's Facilities is deleted and replaced with the following:

**Named Insured's Facilities** means all locations at which the **Insured's Business** is rendered, or fail to be rendered, by an **Insured**, acting within the scope of that person's duties to the **Named Insured**.

All other terms and conditions of this Policy remain unchanged.

# SANCTION LIMITATION AND EXCLUSION CLAUSE

This endorsement modifies the Medical Malpractice Policy and shall be read as if incorporated within it:

**W003433-22A**

1. The Policy is amended with the addition of the following:

## **XXXIV. SANCTION LIMITATIONS**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions of this Policy remain unchanged.

Signed on behalf of **Beazley Solutions International Ltd** acting on behalf of:

**Beazley Syndicate 2623/623 at Lloyd's**

22 Bishopgate  
London  
EC2N 4BQ  
Phone: +44 (0)20 7667 0623  
Fax: +44 (0)20 7674 7100  
[info@beazley.com](mailto:info@beazley.com)  
[www.beazley.com](http://www.beazley.com)

## Data protection short form notice

### **Your personal information notice**

#### ***Who we are***

We are the insurers identified in the contract of insurance and/or in the certificate of insurance.

#### ***The basics***

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

#### **Other people's details you provide to us**

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

#### **Want more details?**

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

#### **Contacting us and your rights**

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us on [DPO@beazley.com](mailto:DPO@beazley.com) or the agent or broker that arranged this insurance.

(LMA9151)  
25 April 2018

## Statement of Facts for Non-Licensed Aesthetic Practitioners

**Named Insured:** Marika Kinch

**Policy No:** RBQ/561140

**Date:** 10/06/2022

**IMPORTANT INFORMATION** – this policy will only cover you for aesthetic activities. It will not cover you for any other clinical activity.

Please confirm you are in agreement with the following Statement of Facts and the Declaration. If you are unable to confirm the Declaration please refer to your Insurance broker advising the reason(s) why.

### Additional Questions - Injectables & Training:

The insured parties:

- Perform injectable\*\* treatments? **Yes**

\*\* Injectable – Treatment administered using a needle and syringe such as Intramuscular injections, Intravenous injections and Aesthetic cannulas

\*\* Non-injectable – Treatments administered using non-invasive methods via pricking of the skin such as facial needling, Mesotherapy, micro-needling.

- Please confirm one or more of the below statements is true: **Yes**

The insured parties hold:

UK Accredited training certificates for the injectable\*\* treatments you wish to perform and an NVQ level 3 or equivalent Beauty qualification with more than 6 months post qualification advance beauty experience

UK Accredited training certificates for the injectable\*\* treatments you wish to perform and completed a L3 matrix or Access Course

N.B. Advanced beauty includes any treatments which penetrate the skin

N.B. Equivalent NVQ would be VTCT Diploma, A & P Level 3, NARIC translated, City and Guilds

- Perform training? **No**

- Hold accredited training certificates for the non-injectable\*\*\* treatments you wish to perform **Yes**

### Statement of Facts:

The insured parties:

- Confirm the treatments and income is correct as per the table in the schedule **Yes**
- Have had continuous Claims made cover in force from the date which has been selected as the retroactive date **Yes**

Do not perform any:

- spinal joint manipulations where a high velocity manipulation consisting of a violent thrust and contortion of the spine is used to achieve the audible popping sounds or cracking of the cervical, lumbar, or thoracic spine in an attempt to realign or adjust the spine **Yes**
- treatments relating to clinical trials **Yes**



Have not been:

- refused suspended, withdrawn or conditions or restrictions imposed by a regulatory or licensing body **Yes**
- subject to a criminal conviction (excluding motor offences) or have any pending criminal matters awaiting a court hearing. **Yes**
- subject to any claim or circumstance or complaint which may result in a Medical Malpractice, Professional Indemnity or Public Liability claim. **Yes**

### Declaration:

All the statements in this Statement of Facts together with any oral or written statements provided to us are true, complete and not misleading.

**You the Insured have confirmed: Yes**

This statement does not obligate us to provide insurance cover

You agree that you will inform us of any changes to the information supplied on this Statement of Facts prior to the bind date of this insurance and between the bind date and the inception date of the insurance and we may withdraw or modify any terms accordingly.

We will not provide any cover in respect of liability from such changes unless we agree in writing to accept the altered risk.

In accordance with the Insurance Act 2015, I have made a fair presentation of the risk. If you are unsure of your duty of fair presentation, please ask your broker for further information.

**We the Underwriters have bound cover on the basis the Named Insured has confirmed to the broker this Statement of Fact.**

The table below contains your income per treatment band. Any additional income must be declared.

| Treatment Bands Income Confirmation | INCOME        |
|-------------------------------------|---------------|
| BAND A                              | 15,000        |
| BAND B                              | 15,000        |
| BAND C                              | 0             |
| BAND D                              | 15,000        |
| BAND E                              | 0             |
| <b>Total Income</b>                 | <b>45,000</b> |

## **FURTHER INFORMATION**

### **What is a Claims Made cover and a Retroactive Date?**

The Beazley Medical Malpractice Insurance is a claims made and reported policy. This means that the Policy only provides the Insured coverage for claims made against the Insured and reported to the Underwriters in writing during the policy period and only for any malpractice incident, accident, negligent acts, errors or omissions, loss or breaches which occurred on or after the retroactive date and before the end of the policy period.

Policy Period is the period of insurance shown in the Schedule and usually runs for 12 months unless stated otherwise.

Please check the Schedule to confirm the exact duration of the Policy and the Retroactive Date

### **Insurance Act 2015 – Duty of fair presentation**

1. Before this insurance contract is entered into, the Insured must make a fair presentation of the risk to the Insurer, in accordance with Section 3 of the Insurance Act 2015. In summary, the Insured must:
  - a) Disclose to the Insurer every material circumstance which the Insured knows or ought to know. Failing that, the Insured must give the Insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium);
  - b) Make the disclosure in clause (1)(a) above in a reasonably clear and accessible way; and
  - c) Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.
2. For the purposes of clause (1)(a) above, the Insured is expected to know the following:
  - a) If the Insured is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
  - b) If the Insured is not an individual, what is known to anybody who is part of the Insured's senior management; or anybody who is responsible for arranging the Insured's insurance.
  - c) Whether the Insured is an individual or not, what should reasonably have been revealed by a reasonable search of information available to the Insured. The information may be held within the Insured's organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the Insured is insuring subsidiaries, affiliates or other parties, the Insurer expects that the Insured will have included them in its enquiries, and that the Insured will inform the Insurer if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.

LMA9117

16 March 2016



Keoghs

## Your specialist 24/7 support team

As a Beazley Insured, you can speak to a specialist whenever you need guidance as to your day to day professional practice.

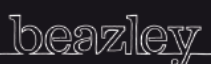
Our team at Keoghs are experts in healthcare law and are on call and ready to respond 24/7.

### Always On Call

Your personal 24/7 helpline

Here to help on matters associated with your professional services including:

- › Disclosure and transfer of records / confidentiality / DPA / GDPR
- › Near misses and untoward incidents
- › Professional body enquiry
- › Consent queries



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**0141 238 0111**