MEDICAL PROFESSIONAL LIABILITY (MEDICAL MALPRACTICE)

& PUBLIC LIABILITY INSURANCE FOR INDIVIDUALS AND SMALL COMPANIES

The **Policy** wording, the **Schedule** and any **Endorsements** should be read as if they were one document and if they do not meet **Your** needs please contact **Your** broker or agent.

POLICY NUMBER: 0046480

This is to certify that, in consideration of the payment of the **Premium** specified herein, the **Insurer** is hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon.

Please read this Policy carefully

Authorised Signatory

Jon Norman, Managing Director, Insync Insurance Solutions Ltd.
For and on behalf of Certain Underwriters at Lloyd's

Date: 25/10/2022

SCHEDULE

Policy Number:	0046480
Name and Address of Insured:	Mr Tom May 61 Stradbrook Avenue, Bristol, BS5 8PJ
Business Name:	INKonHAIR Clinic Limited
Period of Insurance:	**From:** 27/10/2022 **To:** 26/10/2023 Both days inclusive, local standard time, at the address of the **Insured**.
Aggregate Limit of Indemnity:	**£1,000,000.00** Inclusive of **Defence Costs and Legal Expenses**.
Limit of Indemnity for Medical Professional Liability:	**£1,000,000.00** Each and every **Claim** for each and every claimant inclusive of **Defence Costs and Expenses**
Limit of Indemnity for Public Liability:	**£1,000,000.00** Each and every **Claim**, each and every claimant inclusive of **Defence Costs and Expenses**

Extension Sub-Limits

1.3 Loss of Documents	**GBP5,000**
1.4 Premises	**GBP10,000**
1.5 Legal Costs and other Expenses	**GBP10,000**
1.6 Breach of Confidence	**GBP100,000**
1.7 Defamation	**GBP100,000**

The **Limits of Indemnity** for Extensions 1.3 to 1.7 apply to each and every **Claim**, inclusive of **Defence Costs and Expenses**. These limits form part of and are not in addition to the overall **Aggregate Limit of Indemnity**.

Excess:	**£1,000** The **Excess** shall apply to each and every **Claim** and each and every claimant, inclusive of **Defence Costs and Expenses** and except where a different sum is stated within an Insuring Clause, Extension or **Endorsement**.
Premium:	£700.00
Plus UK Insurance Premium Tax	£84.00
Total Fees	£50.00
Total Premium:	£834.00
Your Profession:	Aesthetic Practitioner (Not Medically Licensed)
Jurisdiction:	The courts of England and Wales
Choice of Law:	The laws of England and Wales
Territorial Limits:	United Kingdom
Retroactive Date:	27/10/2018

Address for the notification of circumstances, Claims and court proceedings, and for submitting cancellation requests:	Insync Insurance Solutions Limited 9 Albany Park Cabot Lane Poole Dorset BH17 7BX Tel: 01200 309 516 Email: **claims@insyncinsurance.co.uk**
Address for the general queries and cancellations:	Insync Insurance Solutions Limited 9 Albany Park Cabot Lane Poole Dorset BH17 7BX Tel: 01200 309 516 Email: **hello@insyncinsurance.co.uk**

Insync Insurance Solutions Limited act as the agent of the Insurers under agreement number B10118F8900MMA201

MEDICAL PROFESSIONAL LIABILITY (MEDICAL MALPRACTICE)

& PUBLIC LIABILITY INSURANCE FOR INDIVIDUALS AND SMALL COMPANIES

ENDORSEMENT LIST

Policy Number: 0046480

Policy Period: 27/10/2022 to 26/10/2023

Advanced Botulinum Toxin Endorsement

It is **a Condition Precedent** to **Your** right to be indemnified under this **Policy** that:

1. Botulinum Toxin is prescribed by a Prescriber to **You** for the administration of Botulinum Toxin to the Individual receiving treatment.

2. a satisfactory in person assessment of the Individual receiving treatment is carried out by **You** and the Prescriber prior to Botulinum Toxin being prescribed.

3. Botulinum Toxin will be prescribed in person by the Prescriber to the Individual receiving treatment (for the avoidance of doubt this does not include Skype/remote prescribing and/or repeat prescriptions);

- **You** must ensure that Patient Information Sheet/s specific to the administration and risks of Botulinum Toxin are provided to the patient and discussed with them, that a related consent form is signed and dated by **You** and **Your** patient, prior to any treatment taking place and an After Care Sheet is provided to the patient after treatment.

4. **You** keep a record of the **Prescriber's** name and contact details, registration licence number, and details of the **Prescriber's** professional medical indemnity insurance cover.

5. **You** use the disposable needle only once; any leftover product is also appropriately disposed of and **You** dispose of the needle in a sharps bin or equivalent puncture proof disposal container.

6. **You** use ampoules for single use only and do not store the ampoule once opened.

7. **You** use **Your** best endeavours to prevent the injection of air into a blood vessel which may cause an air embolism by removing air from the hypodermic syringe by pointing upward, tapping it, and expelling a small amount of liquid before any injection.

It is also a condition precedent to the right to be indemnified under this **Policy** that any products and medicines must –

i. be licensed and registered for use in humans,

ii. where applicable be CE marked and/or comply with the European Cosmetics Regulation 1223/2009, the General Product Safety Regulations 2005 and/or any amendments, re-enactments or replacements thereto, and

iii. in respect of medicine only, be administered to a patient in accordance with the prescription of an appropriate practitioner (as defined in the Medicines Act 1968 and/or any amendments, re-enactments or replacements thereto..

Cover hereunder excludes any **Claim**/s arising from and/or relating to Botulinum Toxin:

i. provided to individuals planning on becoming pregnant, or who are pregnant and/or breast feeding;

ii. provided to individuals under the age of 18;

Cover hereunder also excludes any **Claim**/s arising from and/or relating to the on-selling or passing on of Botulinum Toxin to other practitioners.

Furthermore, cover hereunder also excludes the use of **Fraxin™**.

All other terms, conditions and limitations contained in **Your Policy** remain unaltered.

Advanced Dermal Filler Endorsement

It is a **Condition Precedent** to **Your** right to be indemnified under this **Policy** that**:**

1. **You** use Dermal Filler that carries a CE Mark;

2. **You** follow all instructions as issued by the manufacturer;

3. **You** ensure that Patient Information Sheet/s specific to the administration and risks of Dermal Filler are provided to the patient and discussed with them and that a related consent form is signed, dated by **You** and the Individual prior to any treatment taking place and an After Care Sheet is provided to the patient after treatment..

4. **You** keep a record of the treatment including the brand name of Dermal Filler, batch number, dosage, treatment site, follow up sessions, any adverse reactions, results and any other relevant information.

5. In the event of suspected tissue necrosis and/or vascular occlusion, treatment is not provided and/or immediately stopped and the individual is referred for urgent medical attention.

6. **You** use the disposable needle only once; any leftover product is also appropriately disposed of and **You** dispose of the needle in a sharps bin or equivalent puncture proof disposal container.

7. **You** use ampoules for single use only and do not store the ampoule once opened.

8. **You** use **Your** best endeavours to prevent the injection of air into a blood vessel which may cause an air embolism by removing air from the hypodermic syringe by pointing upward, tapping it, and expelling a small amount of liquid before an injection into the bloodstream.

9. **You** take photographs of the area to be treated both prior to- and after-treatment. These photographs must be retained by **You** for a minimum of 7 years.

10. **You** only use Teosyal Redensity II filler for use in tear trough treatments.

It is also a condition precedent to the right to be indemnified under this **Policy** that any products and medicines must –

- be licensed and registered for use in humans,

- where applicable be CE marked and/or comply with the European Cosmetics Regulation 1223/2009, the General Product Safety Regulations 2005 and/or any amendments, re-enactments or replacements thereto, and

- in respect of medicine only, be administered to a patient in accordance with the prescription of an appropriate practitioner (as defined in the Medicines Act 1968 and/or any amendments, re-enactments or replacements thereto

Cover hereunder excludes any **Claim**/s arising from and/or relating to Dermal Filler being provided to individuals:

i. planning on/or becoming pregnant, are pregnant and/or breast feeding; and/or

ii. under the age of 18

Cover hereunder also excludes any **Claims** arising from and/or relating to “Devil Lips/Octopus Lips” treatments.

Cover hereunder also excludes any **Claims** arising from and/or related to treatments using Radiesse.

All other terms, conditions and limitations contained in **Your Policy** remain unaltered.

Botulinum Toxin Endorsement

It is **a Condition Precedent** to **Your** right to be indemnified under this **Policy** that:

1. Botulinum Toxin is prescribed by a Prescriber to **You** for the administration of Botulinum Toxin to the Individual receiving treatment.

2. a satisfactory in person assessment of the Individual receiving treatment is carried out by **You** and the Prescriber prior to Botulinum Toxin being prescribed.

3. Botulinum Toxin will be prescribed in person by the Prescriber to the Individual receiving treatment (for the avoidance of doubt this does not include Skype/remote prescribing and/or repeat prescriptions);

- **You** must ensure that Patient Information Sheet/s specific to the administration and risks of Botulinum Toxin are provided to the patient and discussed with them, that a related consent form is signed and dated by **You** and **Your** patient, prior to any treatment taking place and an After Care Sheet is provided to the patient after treatment.

4. **You** keep a record of the **Prescriber's** name and contact details, registration licence number, and details of the **Prescriber's** professional medical indemnity insurance cover.

5. **You** use the disposable needle only once; any leftover product is also appropriately disposed of and **You** dispose of the needle in a sharps bin or equivalent puncture proof disposal container.

6. **You** use ampoules for single use only and do not store the ampoule once opened.

7. **You** use **Your** best endeavours to prevent the injection of air into a blood vessel which may cause an air embolism by removing air from the hypodermic syringe by pointing upward, tapping it, and expelling a small amount of liquid before any injection.

It is also a condition precedent to the right to be indemnified under this **Policy** that any products and medicines must –

i. be licensed and registered for use in humans,

ii. where applicable be CE marked and/or comply with the European Cosmetics Regulation 1223/2009, the General Product Safety Regulations 2005 and/or any amendments, re-enactments or replacements thereto, and

iii. in respect of medicine only, be administered to a patient in accordance with the prescription of an appropriate practitioner (as defined in the Medicines Act 1968 and/or any amendments, re-enactments or replacements thereto..

Cover hereunder excludes any **Claim**/s arising from and/or relating to Botulinum Toxin:

i. provided to individuals planning on becoming pregnant, or who are pregnant and/or breast feeding;

ii. provided to individuals under the age of 18;

Cover hereunder also excludes any **Claim**/s arising from and/or relating to the on-selling or passing on of Botulinum Toxin to other practitioners.

Furthermore, cover hereunder also excludes the use of **Fraxin™**.

All other terms, conditions and limitations contained in **Your Policy** remain unaltered.

Dermal Filler Endorsement

It is a **Condition Precedent** to **Your** right to be indemnified under this **Policy** that**:**

1. **You** use Dermal Filler that carries a CE Mark;

2. **You** follow all instructions as issued by the manufacturer;

3. **You** ensure that Patient Information Sheet/s specific to the administration and risks of Dermal Filler are provided to the patient and discussed with them and that a related consent form is signed, dated by **You** and the Individual prior to any treatment taking place and an After Care Sheet is provided to the patient after treatment..

4. **You** keep a record of the treatment including the brand name of Dermal Filler, batch number, dosage, treatment site, follow up sessions, any adverse reactions, results and any other relevant information.

5. In the event of suspected tissue necrosis and/or vascular occlusion, treatment is not provided and/or immediately stopped and the individual is referred for urgent medical attention.

6. **You** use the disposable needle only once; any leftover product is also appropriately disposed of and **You** dispose of the needle in a sharps bin or equivalent puncture proof disposal container.

7. **You** use ampoules for single use only and do not store the ampoule once opened.

8. **You** use **Your** best endeavours to prevent the injection of air into a blood vessel which may cause an air embolism by removing air from the hypodermic syringe by pointing upward, tapping it, and expelling a small amount of liquid before an injection into the bloodstream.

9. **You** take photographs of the area to be treated both prior to- and after-treatment. These photographs must be retained by **You** for a minimum of 7 years.

10. **You** only use Teosyal Redensity II filler for use in tear trough treatments.

It is also a condition precedent to the right to be indemnified under this **Policy** that any products and medicines must –

- be licensed and registered for use in humans,
- where applicable be CE marked and/or comply with the European Cosmetics Regulation 1223/2009, the General Product Safety Regulations 2005 and/or any amendments, re-enactments or replacements thereto, and
- in respect of medicine only, be administered to a patient in accordance with the prescription of an appropriate practitioner (as defined in the Medicines Act 1968 and/or any amendments, re-enactments or replacements thereto

Cover hereunder excludes any **Claim**/s arising from and/or relating to Dermal Filler being provided to individuals:

i. planning on/or becoming pregnant, are pregnant and/or breast feeding; and/or

ii. under the age of 18

Cover hereunder also excludes any **Claims** arising from and/or relating to “Devil Lips/Octopus Lips” treatments.

Cover hereunder also excludes any **Claims** arising from and/or related to treatments using Radiesse.

All other terms, conditions and limitations contained in **Your Policy** remain unaltered.

<u>Intramuscular/Intravenous (IM/IV) Vitamin Injections Endorsement</u>

It is a **Condition Precedent** to **Your** right to be indemnified under this **Policy** that **You:**

1. use the disposable needle only once; any leftover product is also appropriately disposed of and **You** dispose of the needle in a sharps bin or equivalent puncture proof disposal container.

2. use ampoules for single use only and do not store the ampoule once opened.

3. use **Your** best endeavours to prevent the injection of air into a blood vessel which may cause an air embolism by removing air from the hypodermic syringe by pointing upward, tapping it, and expelling a small amount of liquid before an injection into the bloodstream.

4. **You** must ensure that Patient Information Sheet/s specific to the administration and risks of IV and/or IM Vitamin Injections are provided to the patient and discussed with them, that a related consent form is signed and dated by **You** and **Your** patient, prior to any treatment taking place and an After Care Sheet is provided to the patient after treatment.

It is also a condition precedent to the right to be indemnified under this **Policy** that any products and medicines must –

i. be licensed and registered for use in humans,

ii. where applicable be CE marked and/or comply with the European Cosmetics Regulation 1223/2009, the General Product Safety Regulations 2005 and/or any amendments, re-enactments or replacements thereto, and

iii. in respect of medicine only, be administered to a patient in accordance with the prescription of an appropriate practitioner (as defined in the Medicines Act 1968 and/or any amendments, re-enactments or replacements thereto

Cover hereunder excludes any **Claim**/s arising from and/or relating to IV vitamin injections unless the product has been prescribed by a registered prescriber.

Notwithstanding the above, cover hereunder extends to include Methylcobalamin without prescription.
Cover hereunder excludes any **Claim**/s arising from and/or relating to IV vitamin injections:

i. provided to individuals planning on becoming pregnant, or who are pregnant and/or breast feeding;

ii. provided to individuals with and/or who have the following:

- Leber's disease;
- An allergy to cyanocobalamin or cobalt;
- A cold or allergy symptoms that affect your nose, such as sinus congestion or sneezing;
- Kidney or liver disease;
- Polycythemia;
- Hypokalemia;
- Iron or folic acid deficiency;
- Any type of infection;
- 6GDP deficiency.
- Medication and/or treatment that affects your bone marrow;
- have had an allergic reaction to hydroxocobalamin or any other medicines in the past;
- have been told you have low levels of potassium; and/or
- have an irregular or fast heartbeat.

All other terms, conditions and limitations contained in **Your Policy** remain unaltered.