

## Statement of Facts for Non-Licensed Aesthetic Practitioners

**Named Insured:** Miss Natasha Hamilton  
**Policy Number:** 0041881  
**Date:** 18/09/2023

**IMPORTANT INFORMATION** – this policy will only cover you for specified aesthetics treatments as per the Schedule. 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.

### Statement of Facts:

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

#### You, the Insured, hold;

- Minimum three years' experience in injectable treatments;
- OR
- UK accredited training certificates for the injectable treatments you wish to perform; **and** 12 months experience in advance beauty treatments\*;
- OR
- UK accredited training certificates for the injectable treatments you wish to perform; and an NVQ level 3 in beauty therapy or equivalent\*\* with more than 6 months post qualification advanced beauty experience;
- OR
- UK accredited training certificates for the injectable treatments you wish to perform; and completion of a Level three matrix or Access course

\*Advanced beauty treatments is: any treatment which penetrates the skin

\*\*Equivalent to NVQ level 3 is: VTCT (Vocational Training charitable Trust) level 3 diploma, Anatomy & Physiology level 3, City & Guilds level 3 or any qualification validated as equivalent by UK NAIRC (UK ENIC – National Information Centre).

Please confirm the below statements are all true:

#### You, the Insured;

- hold accredited training certificates for the non-injectable treatments you wish to perform (proof may be required in the event of a claim)
- hold minimum 12 months experience in all treatments for you may be providing training and hold a certified training qualification
- confirm the treatments and income is correct as per the below table
- have had continuous Claims Made cover in force from the date selected as the Retroactive Date or do not require cover prior to inception

**You, the insured, do not perform any:**

- aesthetic treatments to professional sports individuals or elite athletes
- spinal joint manipulation 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
- treatments relating to clinical trials

**You, the insured, have not been:**

- refused suspended, withdrawn or had conditions or restrictions imposed by a regulatory or licensing body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

**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 Facts.**

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

Treatment Bands Income Confirmation	INCOME
BAND A	£4000
BAND B	£1000
BAND C	£0
BAND D	£10000
BAND E	£0
<b>Total Income</b>	<b>£15000</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