



Item 1:	Policy Number: CIA-MM-19-05-095
Item 2 :	Name and Address of Company: Dermalogix Aesthetics Ltd 110A High Street Redcar TS10 3DL
Item 3:	Policy Period: From:22-Jun-2022 to 28-May-2023
Item 4:	Business Description: Aesthetic Practitioner. Refer to attached policy endorsement(s) for Treatment(s) provided under this policy.
Item 5:	Limit of Indemnity: £5,000,000 Each and every claim and in aggregate (including defence costs)
Item 6:	Excess: As detailed in attached policy Statement of Fact.
Item 7:	Premium: £ .00 Plus 12.0% UK IPT





Item 8:	<p>Date of Proposal:</p> <p>This Insurance is based on the information supplied on Wednesday, 22 June 2022</p>
Item 9:	<p>Retro Active Date:</p> <p>29-May-2019</p>
Item 10:	<p>Geographical Limits:</p> <p>United Kingdom, Channel Islands and Isle of Man</p>
Item 11:	<p>Applicable Courts:</p> <p>United Kingdom, Channel Islands and Isle of Man</p>
Item 12:	<p>Extensions of Cover (included within, and not in addition to, the Limit of Indemnity):</p> <p>Free run off cover for 5 years in respect of death, maternity, retirement and permanent disability.</p> <p>PR expenses - £ 50,000</p> <p>Credentialing, advocacy and advice - £ 50,000</p> <p>Breach of confidentiality (excluding cyber liability) - £ 50,000</p> <p>Intellectual property – £ 50,000</p> <p>Coroners inquests – up to the full limit of indemnity</p> <p>Court attendance costs - £ 100/day for employees and £ 250/day for directors up to a maximum £ 25,000 any one period of insurance</p> <p>Defamation – up to the full limit of indemnity</p> <p>Dishonesty of employees- £ 25,000</p> <p>Loss of docs - £ 50,000</p> <p>Representation costs - £ 50,000</p> <p>Medico-legal helpline – up to one hour complimentary access per policy period</p>
Item 13:	<p>Policy Wording:</p> <p>ArgoGlobal Medical Malpractice Wording C/INS V1</p>





Item 14:	Address for Notification of Claims: Red Insure LTD Park House Grosvenor Park Road Chester CH1 1QQ
Item 15:	Endorsements and Exclusions: Absolute Abuse Exclusion AIDS and Hepatitis Exclusion Use of Instruments Warranty (please refer to wording for all others)
Item 16:	Additional Insureds: Not applicable
Item 17:	Insurers: 100% Syndicate 1200 at Lloyd's per Binding Authority Agreement Number: UMR B1262BW0216721

Important Information: This Insurance is effected with ArgoGlobal through Cosmetic Insure, a trading style of

Red Insure Ltd

Park House, Grosvenor Park Road, Chester, Cheshire CH1 1QQ in accordance with the Delegated Authority Agreement granted under the Unique Reference No B1262BW0216721 to Red Insure Ltd trading as Cosmetic Insure.

This schedule has been signed and dated:

Date schedule produced *Wednesday, 22 June 2022*

Authorised signatory for Cosmetic Insure on line signature: _____

A handwritten signature in dark ink, appearing to read 'J. Lewis', written over a horizontal line.



Insured:	Dermalogix Aesthetics Ltd		
Attaching to and forming part of Policy Number:	CIA-MM-19-05-095		
With Effect From:	22/06/2022	to	29/05/2023
	(Both dates inclusive of GMT)		

Practitioner:	KAY HOWELL
Title:	NURSE
Type Of Cover:	REQUIRED

Activities Covered

Procedures:	Products:	Excess £
Beauty Treatments - ** Full list of the Acceptable Treatments are noted on Endorsement Ref C/INS 012**		Nil
Botulinum Toxin	Azzalure, Bocouture, Botox, Dysport, Neurobloc, Vistabel, Xeomin	Nil
Chemical Peels (depth as per training received. Excludes Non-medics for Deep Peels)		Nil
Cryolipolysis/Coolsculpting/Cryotherapy/Cryopen/Body HIFU/Face HIFU		Nil
Dermal Filler procedures - Excluding Genital areas and Buttocks		Nil
Hyaluronidase		Nil
Infrared Skin Tightening / LED Light Therapy		Nil
Medical Skin Needling (depth as per training received. Non-medics up to 2.0mm face and 2.5mm body only)		Nil
Medical Skin Needling (2.5mm face and 3mm body) - Collagen Induction Therapy - inc. the application of topical anaesthetic cream		Nil
Mesotherapy excluding PPC		Nil
Microdermabrasion and Hydradermabrasion		Nil
Platelet Rich Plasma/ Fibrin (inc use of HA) excluding P-Shot, O-Shot & Breast		Nil
Removal of Skin Tags, Milia, Non-Malignant Moles, Warts, Campbell de Morgan Spots, Verrucas,		Nil

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Onychomycosis (Toe Nail Fungus), Superficial Vascular Lesions, Keloid Scars, Lentigo, Seborrheic/Actinic Keratoses, Dermatofibromas and Lipomas		
Chemical Peels - Medium (including TCA)		Nil
Application of branded skin care products		Nil
Dermaplaning		Nil
Steroid injections/creams to treat psoriasis, acne, eczema, hayfever, onychomycosis and scarring only (Non prescribing nurses subject to the prescriber having a minimum 12 months experience in the treatment)		Nil
Non-Surgical Blepharoplasty (inc. Plexr, Fibroblast, Plasma)		250.00

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Ref C/INS 002

Public and products liability extension

For the purposes of this endorsement, the following are added to Section 1: Definitions:

Products liability

Any legal liability arising from any goods or product supplied to others by you as a direct result of your business after it has left your custody or control which were sold, supplied, distributed, serviced, repaired, installed, erected, altered, cleaned or treated by you but excluding your construction, installation and or manufacture of any product, or any product designed, specified or formulated by you, unless specifically referred to in this endorsement.

Cover excludes products liability in relation to Cosmetic Injectables.

Public liability

Notwithstanding exclusion 5.4, any legal liability arising from the following but only as a direct result of your business:

- a. bodily injury, mental injury, illness, disease or death of any person not arising from malpractice; or
- b. Property damage

Property damage

Physical injury to tangible property, including all resulting loss of use, possession or control of that property. For the purposes of this insurance, electronic data is not tangible property.

Fines and Penalties

Taxes, fines or penalties, punitive, aggravated, multiple, exemplary or other non-compensatory damages or the consequences of non-payment of any additional damages under *Section 97(2)* of the *Copyright, Design and Patents Act 1988* or any statutory successor to that section or any claim deemed uninsurable by law.

Employees

Any person employed by you under a contract of service or apprenticeship during or prior to the commencement of the period of insurance.

Section 3: Insuring Clause, subsection 3.1 is amended as follows:

3.1 We agree to indemnify you against all sums which you shall become legally liable to pay as damages including claimant's costs in accordance with the law of those countries as stated in the schedule for any claim made against you during the period of insurance for:

- a. malpractice;

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- b. negligence or breach of a duty of care; and
- c. public liability or products liability.

The following is added to Section 4: Extensions of cover:

4.20 Prosecution defence costs

We agree to pay the defence costs you incur against prosecution under the statutory provisions below, provided that;

- (i) you have our prior written consent;
- (ii) that the offence or alleged offence is alleged to have been committed during the period of insurance, and
- (iii) the bodily injury, mental injury, illness, disease or death occurs to any person other than employees.

But cover under this extension excludes;

- (i) fines or penalties of any kind;
- (ii) where cover is provided by any other insurance; and
- (iii) defence costs in excess of the limit of indemnity.

The following statutory provisions apply only to this extension;

- a. the Health and Safety at Work Act 1974;
- b. the Health and Safety at Work (Northern Ireland) Order 1978;
- c. Part II of the Consumer Protection Act 1987.

Section 5: Exclusions, subsection 5.7 is amended as follows:

5.7 Supply of Goods

any claim arising out of the manufacture of any products, or the construction, alteration, repackaging, repair, servicing, or treating of any products sold, supplied or distributed by you, or 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.

However, this exclusion does not apply to the following where this forms part of your business:

- a. the relabelling of any product;
- b. the blending of aromatherapy oils;
- c. any book, brochure, CD, DVD or downloadable item which is produced by you and where you obtained the appropriate permissions or licences prior to the use of any third party content contained therein; or
- d. the dispensing of natural, herbal and alternative medicinal products (but excluding any prescribed medicines) which have been sourced by you from suppliers under written contract within in the EU and whom against you have a legal right of recourse

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The following are added to Section 5: Exclusions:

5.35 Property damage

loss or damage to any property that belongs to you or your employees which at the time of loss or damage was in your care custody or control. However, this does not apply to:

- a. any vehicles or personal effects belonging to employees or visitors whilst on your premises;
- b. premises, fixtures and fittings including the contents therein, which are not owned or rented by you, where you are temporarily performing your business;
- c. premises fixtures and fittings rented to you, for loss or damage not insured under property insurance policies and for which you would not be liable other than by lease or other agreement;
- d. loss of documents, as described under section 4.11 Loss of documents.

5.36 Product repair or replacement

the costs to repair, recondition or replace any product or any of its parts.

5.37 Occupiers' liability

any claim in respect of injury suffered by a claimant in premises which are not occupied exclusively by you unless we have agreed to provide indemnity for such claims in the schedule or any endorsement.

Section 7: General Conditions is amended as follows;

7.4 Excess

The excess in respect of claims arising under sections 3.1. (a) and (b) is as stated in the schedule. However the excess in respect of claims arising under section 3.1 (c) is Nil except for third party property damage claims where the excess is increased to £250 per claim.

The following is added to Section 7: General Conditions;

7.9 Products

Where products are used in the performance of your business, you shall at all times use such products only in accordance with the manufacturer's instructions.

7.10 Reasonable precautions

You shall take all reasonable precautions to prevent an insured event or loss arising or continuing. You will act in a manner so as not to promote a loss arising or continuing from the deliberate, conscious or intentional disregard by you or your employees of the need to take reasonable care.

In all other respects the policy remains unaltered

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Ref C/INS 006

Additional extensions of cover

Section 4: Extensions of cover, sub section 4.1 Breach of confidentiality is amended as follows:

4.1 Breach of confidentiality

We agree to indemnify you in respect of your civil liability for any claim for compensation arising from any breach of confidentiality including any infringement of the Data Protection Act 1998.

The most we will pay you under this section is GBP 50,000 each and every claim and in the aggregate in any one period of insurance, however, this extension does not apply to any costs or expenses you incur in replacing, reinstating, rectifying or erasing any personal data.

The following is added to Section 4: Extension of cover:

Court attendance costs

We agree to provide court attendance costs you incur where you are legally compelled to attend a civil proceeding as a witness in a claim covered by this policy.

The most we will pay you under this section is GBP 100 per day for employees and GBP 250 per day for directors up to a maximum GBP 25,000 any one period of insurance.

Representation costs

We agree to pay costs of representing you at any properly constituted investigation, first discovered during the period of insurance. The most we will pay you under this section is GBP 50,000 each and every claim and in the aggregate in any one period of insurance.

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Ref C/INS 012

Specified Beauty Treatments

Beauty treatments performed as part of your business and which are acceptable by us include:

- Acupuncture
- Application of Make-up
- Aromatherapy
- Body Scrubs
- Body Wrapping
- Brow Lamination
- Chakra Balancing
- Collagen Masks
- Comedone Extraction
- Crystal Therapy
- Ear Piercing/Nose Piercing
- Electrical Epilation/Electrolysis
- Eyebrow Tinting/Shaping/Eyebrow Extensions
- Eyelash Tinting
- Facial inc use of Galvanic Faradic and High Frequency Equipment
- Facial Peels (Glycolic under 40% strength)
- Facial Threading
- False Eyelash Application
- Gel/Acrylic/Hollywood Nails
- Hairdressing incl Hair Extensions
- HD Brows
- Henna Brows
- Hopi Ear Candles
- Hot Stone Therapy/Facial/Massage
- Indian Head Massage
- Individual Eyelash Extensions
- Lash Lift/Perm
- Manicure

Cosmetic Insure is a trading style of Red Insure LTD. Authorised and regulated by the Financial Services Authority (FSA). Company ref no: 6599229

Coverholder at **LLOYD'S**

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- Manual Lymphatic Drainage
- Massage
- Mechanical Lymphatic Drainage
- Milia extraction using a needle
- Mud Masks
- Nail Art
- Nail Extensions including Fiberglass and Silk Extensions
- Pedicure
- Reflexology
- Reiki
- Removal of Skin Tags
- Skin Analysis
- St Tropez Tan/Spray on Tans
- Sugaring
- Tui Na- Deep Tissue Chinese Massage
- Waxing
- Wet Cupping/Cupping



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Ref C/INS 016

Extended notification period amendment

Section 4.7 Extended notification period is deleted in its entirety and replaced with the following:

4.7 Extended notification period. In the event that you do not renew or you cancel this policy due to:

- a. your retirement;
- b. your death;
- c. your permanent disability;
- d. the cessation of your business; or
- e. your maternity or paternity leave

Where you have elected and paid the applicable premium set out by us, we shall provide an extended reporting period to this policy under which claims can be first made against you and reported under the policy after the period of insurance has expired.

You must first give:

- a. six (6) months' written notice as to your intention to retire, take maternity or paternity leave or cease your business; or
- b. Thirty (30) days' written notice following your permanent disability or death.

All other terms and conditions of the policy will apply.

This extended reporting period will extend the period for which any claim covered by the policy and first made against you can be notified to us by a further five (5) years and shall commence on the day immediately following the expiry of the period of insurance however such extended reporting period:

- a. does not reinstate or increase the limit of indemnity;
- b. does not extend the period of insurance; and
- c. Will only apply to claims arising from business we knew about and which took place before the effective date of the cancellation or non-renewal of this policy.

This extended reporting period shall automatically cease should you effect another policy or upon non-payment of the applicable premium.

In all other respects the policy remains unaltered.

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Ref C/INS 019

Specified Dermal Filler Products

****Always ensure that the injector has a right of recourse against the supplier/manufacturer and products are purchased from the local supplier/representative only who holds full products coverage and a written right of recourse against the manufacturer, wherever based****

Dermal Filler products used for the Dermal Filler treatment performed as part of **your business** and which are acceptable by **us** include:

With effect from 12/4/21 Cover is provided for All CE Marked Dermal Filler Products sourced from a reputable supplier for which there is right of recourse against the manufacturer. Products Liability Cover is excluded

Ref C/INS 025

Telemedicine endorsement

We agree to indemnify you in respect of your civil liability for any claim arising from your work performed remotely or on-line where:

- a. your gross annual income derived from such work does not exceed 50% of your total annual gross income and of this;
- b. you have access to patient medical records at all times;
- c. you have informed consent procedures in place and escalation protocols in place;
- d. you have provided your clients with your terms and conditions of business in writing prior to the provision of your services, that must include;
 - i a waiver excluding your liability in contract and tort;

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- ii a clear statement that you are practising your professional business from the country specified in the Declaration;
- iii a clear statement that the contract of services provided by you will be subject to the Law & Jurisdiction as specified in the schedule; and

The most we will pay you under this section is the limit shown in the schedule and is applicable to any one period of insurance.

In all other respects, the policy remains unaltered.

Certificate of Medical Malpractice Cover

Dermalogix Aesthetics Ltd

We act as Insurance Brokers for the above practitioner and we hereby certify that the following insurances are in force:

Insurer: Argo

Policy Number: CIA-MM-19-05-095

Type of Insurance: Medical Malpractice

Limit of Indemnity: 5 Million

Treatments:

- Beauty Treatments - ** Full list of the Acceptable Treatments are noted on Endorsement Ref C/INS 012**
- Botulinum Toxin
- Chemical Peels (depth as per training received. Excludes Non-medics for Deep Peels)
- Cryolipolysis/Coolsculpting/Cryotherapy/Cryopen/Body HIFU/Face HIFU
- Dermal Filler procedures - Excluding Genital areas and Buttocks
- Hyaluronidase
- Infrared Skin Tightening / LED Light Therapy
- Medical Skin Needling (depth as per training received. Non-medics up to 2.0mm face and 2.5mm body only)

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- Medical Skin Needling (2.5mm face and 3mm body) - Collagen Induction Therapy - inc. the application of topical anaesthetic cream
- Mesotherapy excluding PPC
- Microdermabrasion and Hydradermabrasion
- Platelet Rich Plasma/ Fibrin (inc use of HA) excluding P-Shot, O-Shot & Breast
- Removal of Skin Tags, Milia, Non-Malignant Moles, Warts, Campbell de Morgan Spots, Verrucas, Onychomycosis (Toe Nail Fungus), Superficial Vascular Lesions, Keloid Scars, Lentigo, Seborrheic/Actinic Keratoses, Dermatofibromas and Lipomas
- Chemical Peels - Medium (including TCA)
- Application of branded skin care products
- Dermaplaning
- Steroid injections/creams to treat psoriasis, acne, eczema, hayfever, onychomycosis and scarring only (Non prescribing nurses subject to the prescriber having a minimum 12 months experience in the treatment)
- Non-Surgical Blepharoplasty (inc. Plexr, Fibroblast, Plasma)

Period of Cover: 22/06/2022 To 28/05/2023

Issued by Helen Williams

On behalf of Cosmetic Insure

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