

09 May 2022

Dr Jaymi Lad & Dr Avnit Mahal t/a Javivo Ltd  
703 Imperial Point,  
The Quays,  
Salford,  
M50 3RA

Dear Dr Jaymi Lad

## Your Insurance Quote

<b>Insured:</b>	Dr Jaymi Lad & Dr Avnit Mahal t/a Javivo Ltd
<b>Policy Type:</b>	Medical Malpractice

## Medical Malpractice Liability Insurance

The Insurance terms are set out in the attached documents. Should you wish to amend or add to your list of treatments please contact us. Cover is subject to all Practitioners having completed third party training and hold certification for all of the treatments and should a claim arise you can provide, where requested by us, certificates to evidence this.

## Insurance Premium Breakdown

Premium Details	
Medical Malpractice Premium	£ 520.00
Insurance Premium Tax (IPT)	£ 62.40
Administration Fee	£ 35.00
Total Amount Payable	£ 617.40

This quotation is valid for 30 days. Your quotation does not automatically include insurance for prescribing for other individuals. Please advise us if you do prescribe for others and we Will update your quotation accordingly

Geographical Limits	Applicable Courts
United Kingdom, Channel Islands and Isle of Man	United Kingdom, Channel Islands and Isle of Man

Limit of Indemnity
£5,000,000 Any one claim and in the aggregate

Principal policy clauses included in the wording
<p>Absolute Abuse Exclusion</p> <p>AIDS and Hepatitis Exclusion</p> <p>Use of Instruments Warranty</p> <p>(Please refer to the policy wording for all others)</p>

POLICY BENEFITS
<ul style="list-style-type: none"> <li>▪ Access to our Members only area providing valuable risk management advice.</li> <li>▪ Discounted Training Courses.</li> <li>▪ Free run off cover for 5 years in respect of death, maternity, retirement and permanent disability.</li> <li>▪ PR expenses</li> <li>▪ Breach of confidentiality (excluding cyber liability)</li> <li>▪ Intellectual property</li> <li>▪ Coroners inquests – up to the full limit of indemnity</li> <li>▪ Court attendance costs</li> <li>▪ Defamation – up to the full limit of indemnity</li> <li>▪ Dishonesty of employee</li> <li>▪ Loss of docs</li> <li>▪ Representation costs</li> <li>▪ Medico-legal helpline</li> <li>▪ Public and Product liability insurance (conditions apply)</li> </ul>

\*\*\* IMPORTANT \*\*\*

MEDICAL MALPRACTICE DECLARATION

The above quotation is based upon the attached Statement of Fact and subject to there being no claims, circumstances or incidents that may give rise to a claim that you are aware of (this does not include any claims or incidents that you have already advised us about). This could be an adverse reaction to a treatment or any patient dissatisfaction with a treatment, whether advised to you verbally or in writing. By accepting the above terms you are confirming that the attached Statement of Fact is correct and after full investigation and enquiry of all practitioners covered by the above policy you are not aware of any such claims, circumstance or incident which might give rise to a claim.

Warning

Failure to advise us of any changes of material facts or any claim, circumstance or incident that could give rise to a claim may invalidate your policy. If you are unsure please contact us immediately.

We look forward to receiving your confirmation but please do not hesitate to contact us should you need to discuss your requirements further.

## Statement of Demands and Needs

Following our assessment of your risk requirements in respect of your Medical Malpractice Liability Insurance we have identified the Accelerant Insurance (Europe) SA policy as suitable. In addition to your primary requirement to cover your legal liability to patients in the case of negligence in the provision of medical services, the specific risk details and sums insured you have requested are in the attached documents and we have considered these to be your demands.

In making our recommendation we have taken into consideration your demands, value for money, and how the policy meets the underlying needs shown below that we, through our knowledge and experience in this type of insurance, have assessed as relevant.

## Professional Indemnity Insurance

This policy is recommended because it meets your demand for cover against losses arising from legal liabilities due to professional errors and/or omissions arising from activities other than direct provision of medical services, up to the sum insured selected.

## ‘Good Samaritan’ Acts

This policy meets your underlying need to cover your legal liabilities in the case of providing ‘Good Samaritan’ treatment or Acts at the scene of a medical emergency.

## Unintentional Breach of Patient Confidentiality

This policy is recommended as it provides cover for damages claimed following unintentional breach of patient confidentiality, which we have identified as an underlying need through our experience in this type of business.

Please note that this policy operates on a ‘claims made’ basis, which means that cover applies only to claims first made or notified within the policy period. For this reason we would particularly draw your attention to the claim notification requirements and period within the policy wording.

If you have any additional, particular demands and needs which we have omitted, please contact us for details of how this policy will meet your requirements.

We look forward to receiving your confirmation but please do not hesitate to contact us should you need to discuss your requirements further.

Kindest Regards

Beth Sutton

# Insurance Quote

<b>Insured:</b>	Dr Jaymi Lad & Dr Avnit Mahal t/a Javivo Ltd
<b>Attaching to and forming part of Policy Number:</b>	

<b>Practitioner:</b>	JAYMI LAD
<b>Title:</b>	DOCTOR
<b>Type Of Cover:</b>	REQUIRED

## Activities Covered

<b>Procedures:</b>	<b>Products:</b>	<b>Excess £</b>
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
Dental Blocks		Nil
Dermal Filler procedures - Excluding Genital areas and Buttocks		Nil
Hyaluronidase		Nil
Medical Skin Needling (depth as per training received. Non-medics up to 2.0mm face and 2.5mm body only)		Nil



# Insurance Quote

<b>Insured:</b>	Dr Jaymi Lad & Dr Avnit Mahal t/a Javivo Ltd
<b>Attaching to and forming part of Policy Number:</b>	

<b>Practitioner:</b>	AVNIT MAHAL
<b>Title:</b>	DOCTOR
<b>Type Of Cover:</b>	REQUIRED

## Activities Covered

Procedures:	Products:	Excess £
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
Dental Blocks		Nil
Dermal Filler procedures - Excluding Genital areas and Buttocks		Nil
Hyaluronidase		Nil
Medical Skin Needling (depth as per training received. Non-medics up to 2.0mm face and 2.5mm body only)		Nil



<b>Insured:</b>	Dr Jaymi Lad & Dr Avnit Mahal t/a Javivo Ltd		
<b>Attaching to Policy Number:</b>			
<b>With Effect From:</b>	01/06/2022	<b>to</b>	31/05/2023
	(Both dates inclusive of GMT)		

## Ref 02

### *Specified Aesthetic Conditions*

It is understood and agreed that the following general conditions are added to this Policy.

#### Batch Numbers

The Insured must at all times:

1. maintain accurate descriptive records of all Healthcare Treatments rendered, including any equipment used and the batch numbers of products used or injected.
2. keep such records on file for a period of at least ten (10) years (or, if longer, as per industry standard) from the date of the Healthcare Treatment in question or, in the case of a minor, from the age of majority; and
3. make available such records for inspection and use by the Insurer or its duly appointed representatives, upon request.

#### Photographs requirement

The Insured must, at all times ensure that photographs are taken of the patient both prior to and after injectable or thread treatments and such photographs should be held on the patient's file for a period of ten (10) years (or, if longer, as per industry standard) from the date of treatment.

All other terms and conditions of the Policy remain the same.

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Coverholder at **LLOYD'S**

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## Ref 03

### *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:

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- a. malpractice;
- 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;

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- 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

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 4.9 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 the Public and Products Liability Extension is £250 per claim.

The following is added to Section 7: General Conditions;

#### 7.9 Products

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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 05

### *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 **General Data Protection Regulation..**

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.

In all other respects the policy remains unaltered.

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## Ref 08

### *Prescribing of Products:*

The following replaces Exclusion 5.7 Supply of goods in its entirety:

any claim arising out of

- a. the manufacture of any products, or the construction, alteration, repackaging, repair, servicing, or treating of any products sold, supplied, or distributed by you, or
- a. 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 activities if they form part of your business and have previously been disclosed to and accepted by us:

- a. the relabelling of any product.
- a. the blending of aromatherapy oils.
- b. 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.
- c. the prescription of medication by any suitably qualified prescriber employed by you or providing your business on your behalf and where Endorsement 07 Prescribing practitioners endorsement has been applied to this policy.
- d. the administration, sale, supply, or distribution of any third party manufactured products, or
- e. the dispensing of any natural, herbal, and alternative medicinal products (but excluding any metabolic aids, appetite suppressants or diet pills, unless otherwise agreed).

In respect of sections e. and f. above, it is a requirement that such products be sourced from local suppliers against whom you have a legal right of recourse.

In all other respects the policy remains unaltered.

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## Ref 11

### *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\*\***

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

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