



**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: 0024266

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

A handwritten signature in black ink, appearing to be "Jon Norman".

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

Date: 04/07/2022



UPDATED SCHEDULE

Policy Number:	0024266											
Name and Address of Insured:	Mr Christopher Bennett Unit 63 , Morriss Park, Glasgow, G5 0YD											
Business Name:	Brow'd Cosmetics Ltd											
Period of Insurance:	From: 04/07/2022 To: 14/03/2023 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	<table><tr><td>1.3 Loss of Documents</td><td>GBP5,000</td></tr><tr><td>1.4 Premises</td><td>GBP10,000</td></tr><tr><td>1.5 Legal Costs and other Expenses</td><td>GBP10,000</td></tr><tr><td>1.6 Breach of Confidence</td><td>GBP100,000</td></tr><tr><td>1.7 Defamation</td><td>GBP100,000</td></tr></table> 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.		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
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											

**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:

£913.57

Plus UK Insurance Premium Tax

£109.63

Total Fees

£50.00

Total Premium:

£1073.20

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:

15/03/2022



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: 0024266

Policy Period: 04/07/2022 to 14/03/2023

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.

Buttock and/or Hip Sculptra® Aesthetic Augmentation Endorsement

It is hereby noted and agreed that the **Excess** as stated in the **Schedule** is amended to include:

- £1,000 each and every **Claim** and each and every claimant including **Defence Costs and Expenses** is applicable but
- £2,500 each and every **Claim** and each and every claimant including **Defence Costs and Expenses** for advanced buttock and/or hip fillers.

Cover hereunder is extended to the provision of the injectable dermal filler Sculptra® Aesthetic into the buttock and/or hip area only.

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

1. **You** have been trained at The Cosmetic Training Academy and/or The Cosmetic Clinic run by Sonia Constantine.
2. **You** have formally qualified and been practicing in the provision of facial dermal fillers for a minimum of 1 year and remain **Claim** and/or incident free during that time.
3. Patient Information Sheet/s specific to the administration and risks of Sculptra® Aesthetic into the buttocks and/or hips are provided to the patient, 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** advise individuals who are considering this treatment to undertake a comprehensive health check and consultation with their doctor prior to embarking on this procedure.
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 vials/ampoules for single use only and do not store, clean and/or reuse the vial/ampoule once opened.
7. **You** use **Your** best endeavours to prevent the injection of Sculptra® Aesthetic and/or 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.
8. **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.

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 any other buttock and/or hip augmentation/treatment, including but not limited to:

- i. the use of any other dermal filler, hydrogel, silicone and/or similar product/substance;
- ii. Liposuction;
- iii. Silicone implants;
- iv. Fat transfer (Brazilian Buttock lift).

Furthermore, cover hereunder excludes any **Claim/s** arising from and/or relating to Sculptra® Aesthetic:

- 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, or over the age of 60;
- iii. provided to individuals who have any of the following:
 - hypertrophic scarring
 - keloid formation
 - a known allergy to any ingredient of Sculptra® Aesthetic including but not limited to “poly-L-lactic acid” (PLLA), carboxymethylcellulose (USP) and/or non-pyrogenic mannitol (USP).

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.

General Beauty Treatments Endorsement

Cover hereunder extends to the following General Beauty Treatments:

- i. aromatherapy;
- ii. body massage including Indian head, Swedish, hot stone and aromatherapy massage;
- iii. body wrapping;
- iv. cupping;
- v. electrical epilation and electrolysis;
- vi. electrical facial treatments including high frequency, galvanic, micro-current treatment, micro-dermabrasion, hydra-dermabrasion and vacuum suction;
- vii. eyelash and eyebrow tinting, shaping and perming;
- viii. facial massage and skincare;
- ix. facial peels with a glycolic acid level of less than 40%;
- x. false eyelash application;
- xi. Hopi-ear candles;
- xii. make-up and spray-on tan application;
- xiii. manicure and pedicure;
- xiv. nail extensions and treatments;
- xv. threading, waxing and sugaring.

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

Hyaluronidase / Hyalase Treatment Endorsement

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

1. Hyaluronidase / Hyalase is prescribed by a Prescriber to **You** for the administration of Hyaluronidase / Hyalase to the Individual receiving treatment;
2. Hyaluronidase / Hyalase 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);
3. An Intradermal Test (IDT) is performed, except when emergency treatment is required for, including but not limited to, vascular occlusion and/or necrosis, where a delay could result in further harm to the patient. Furthermore, a satisfactory in person assessment of the Individual receiving treatment is carried out by **You** and the Prescriber prior to being Hyaluronidase / Hyalase prescribed;
4. If emergency treatment is provided, **You** should also seek emergency medical attention.
5. When an IDT is performed, **You** apply 20 units of the dissolving product in the forearm and wait for 30 minutes prior to providing Hyaluronidase/Hyalase Treatment. The treatment is not to proceed if the results of the patch

test are not satisfactory. If there is an adverse reaction, then **We** will not be liable for any treatment subsequently carried out.

6. Patient Information Sheet/s specific to the treatment of dissolving dermal fillers are provided to the patient, 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.
7. Once treatment is carried out, **You** observe the patient for 60 minutes to ensure no reaction occurs. If a reaction does occur, the patient should be referred immediately for urgent medical attention.
8. **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.

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 Hyaluronidase/Hyalase treatments:

- i. provided to individuals planning on becoming pregnant, or who are pregnant and/or breast feeding;
- ii. provided on patients with an allergy to bee venom;
- iii. provided to individuals under the age of 18;

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

Intramuscular/Intravenous (IM/IV) Vitamin Injections Endorsement

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.