

Beazley Medical Malpractice Insurance

Updated Policy Schedule

Reference: 0036252.0.2
Wording: PE Med Mal
Broker: Insync (GRP)
Underwriter: Nicholas Pearce
MTA Created: 26/07/2022

Item 1. Named Insured
Laura Davey

Address
129 Addison Road,
,
Derby,
DE24 8FJ,
United Kingdom

Item 2. Policy Period

From: 29/07/2022

To: 28/07/2023

Both days Inclusive Local Standard Time at the Address of the Insured

Item 3. Insuring Agreements and Extensions Included

INSURING AGREEMENTS	Included
Insuring Agreement I.1.A., Medical Malpractice	Yes
Insuring Agreement I.1.B., Professional Indemnity	Yes
Insuring Agreement I.1.C., Public/General Liability	Yes
Insuring Agreement I.1.D., Product Liability	Yes
Insuring Agreement I.1.E., Loss of Documents	Yes
Insuring Agreement I.1.F., Breach of Professional Confidentiality	Yes
Insuring Agreement I.1.G., Libel and Slander	Yes
Insuring Agreement I.1.H., Inquest Costs	Yes

Item 4. Limits of Liability

A. Insuring Agreements

- 1. Medical Malpractice (Insuring Agreement I.1.A)**
Limit of Liability (Each **Claim** including **Claims Expenses**) GBP £1,000,000
- 2. Professional Indemnity (Insuring Agreement I.1.B)**
Limit of Liability (Each **Claim** including **Claims Expenses**) GBP £1,000,000
- 3. Public or General Liability (Insuring Agreement I.1.C)**

	Limit of Liability (Each Claim including Claims Expenses)	GBP £1,000,000
4. Product Liability (Insuring Agreement I.1.D)		
	Limit of Liability	N/A
5. Loss of Documents (Insuring Agreement I.1.E)		
	Limit of Liability (Each Claim including Claims Expenses)	GBP £1,000,000
6. Breach of Professional Confidentiality (Insuring Agreement I.1.F)		
	Limit of Liability (Each Claim including Claims Expenses)	GBP £1,000,000
7. Libel and Slander (Insuring Agreement I.1.G)		
	Limit of Liability (Each Claim including Claims Expenses)	GBP £1,000,000
8. Inquest Costs (Insuring Agreement I.1.H)		
	Limit of Liability (Each Inquest)	GBP 25,000
9. Policy Aggregate Limit of Liability	including Claims Expenses	GBP £1,000,000
Item 5. Deductible	Each Claim including Claims Expenses unless varied in the Treatment and Deductible Endorsement or specified within the Conditions Section	GBP 250
Item 6. Gross Premium	Gross Premium plus Insurance Premium Tax at 12.0%, payable	GBP 0.00
Item 7. Extended Reporting Period		N/A
Item 8. Retroactive Date	29/07/2021	
Item 9. Insured's Business	Aesthetic Medicine as per Schedule	
Item 10. Currency		GBP
Item 11. Medical Practitioners		N/A
Item 12. Subsidiaries and Joint Ventures		N/A
Item 13. Additional Medical Practitioners		0
Item 15. Additional Other Staff		
	Not Applicable	
Item 16. Jurisdictional Limits (countries where the claim is first made against the Insured)	Great Britain, Northern Ireland, the Isle of Man and Channel Islands	
Item 17. Endorsements Effective at Inception	<ul style="list-style-type: none"> - Treatment and Deductible Endorsement - Patch Test Condition - Student Supervision Condition- - Teaching or School Programme Endorsement 	

- Named Insured facility Endorsement
- Healthcare Communicable Disease Endorsement
- Data protection short form notice – see attached
- Statement of facts for Non-licensed aesthetics practitioner – see attached

Treatment and Deductible Endorsement

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as it incorporated within in.

Item 5 of the Schedule is amended with the addition of the following table which sets out the deductible applicable to claims arising out of or related to the specified treatments as listed below. **UK accredited training must be held for each treatment you wish to perform.** We agree to accept non UK qualifications in respect of treatments listed within complementary therapy and general beauty lists:

BAND B – Policy Excess GBP 500 Each and Every Claim	
10+ Sunbeds	Not Covered
Bio Fillers	Not Covered
Carbon Facial	Not Covered
CO2 Laser	Not Covered
Collagen Induction Therapy	Not Covered
Emsculpt	Not Covered
Fractora and Fractional Skin Resurfacing (Radiofrequency)	Not Covered
Fraxis	Not Covered
Glutanex	Not Covered
Laser (Non Ablative)	Not Covered
Microchanneling	Not Covered
Micro-needling	Not Covered
Micropigmentation/Microblading and SPMU including the use of topical adrenaline during the application of this treatment.	Not Covered
Microsclerotherapy	Not Covered
Needleshaping	Not Covered
Non-Cancerous Moles/Skin tags/Cysts/Wart/Milia, Campbell de Morgan Spots, Verrucas, Toenail Fungus, Superficial Vascular Lesions, Keloid Scars, Lentigo, Seborrheic/Actinic Keratoses, Dermatofibromas and Lipomas Removal, which will exclude all claims arising from Cancer	Not Covered
Non-Invasive Blepharoplasty	Not Covered
Non-invasive Blepharoplasty using Plasma Technology	Not Covered
Ozone Rectal Insufflation and Ozone Steam Sauna	Not Covered
Piercing	Not Covered
Plasma Pen	Not Covered
Plasma Shower	Not Covered
PlasmaBlast (Fibroblast)	Not Covered
Platelet Rich Plasma (PRP) for Scalp Hair Restoration	Not Covered
Plexr	Not Covered
Scalp Micropigmentation/Tricopigmentation including the use of topical adrenaline during the application of this treatment	Not Covered
Sclerotherapy	Not Covered
Super Hair Removal	Not Covered
Tattoo	Not Covered
Tattoo Lightening	Not Covered
Tattoo Removal - Laser	Not Covered
Tattoo Removal - Non Laser	Not Covered

Thread lifting (Dissolvable - including PDO/Silhouette Soft/COG/Mono)	Covered
Training Other professional in Band B treatments	Covered
Ultrasound Rejuvenation (including genitalia)	Not Covered
Other	

BAND D – Policy Excess GBP 1,000 Each and Every Claim	
Advanced Botox (including Neck, Masseter, Vshape Definition and Gummy Smile)	Covered
Advanced Fillers (including Brow Lift, Lip Augmentation and Enhancement, Russian Lip, Cheek/Jaw/Chin/Breast and Buttock Augmentation, Platysmal Bands, deeper wrinkles of the face, Tear Troughs and Non-Surgical Rhinoplasty) excluding Devil Lip and Genitalia	Covered
Apido Forte	Not Covered
Aqualyx Injectables	Not Covered
Azzalure	Not Covered
Boccatore	Not Covered
Botulinum Toxin	Covered
Dermal Fillers excluding Devil Lip	Not Covered
Desoface/Desobody	Not Covered
Fraxin	Not Covered
Hyaluronidase/Hyalase	Covered
Hyperhydrosis	Not Covered
IM Injections	Not Covered
Intramuscular Vitamin Injections	Not Covered
Intravenous Vitamin Injections	Not Covered
IV Infusion Therapy and Vitamin B12/D Booster Injections including Biotin	Covered
Jalupro	Not Covered
Jalutox	Not Covered
Kiss and Doll	Not Covered
Lidocane/Lignocaine	Not Covered
Lipo Lab	Not Covered
Lipodissolve	Not Covered
Lipolax	Not Covered
Non-Invasive Brazilian Butt Lift (BBL)	Not Covered
Platysmal Bands	Not Covered
Profhilo	Covered
Profound RF (Non Surgical face lift)	Not Covered
Prolozone	Not Covered
Revolax	Not Covered
Russian Lip	Not Covered
Subcutaneous Injections of Homeopathic Remedies	Not Covered
Sunekos	Not Covered
Training Other professional in Band D treatments	Covered
Viscoderm Hydroboosters	Not Covered
Xela Rederm	Not Covered

Other	
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Botulinum Toxin Endorsement

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

Important Condition applicable to administering of Botulinum Toxin

This is an **Important Condition** and cover under this Policy for the administering of Botulinum Toxin injections will not be available unless this condition has been complied with.

The **Named Insured** shall ensure that throughout the Policy Period when the Named Insured is administering Botulinum Toxin injections that the following conditions are complied with:

- a) Botulinum Toxin is prescribed by a **Prescriber** and the **Prescriber** delegates the administration of the Botulinum Toxin to the **Insured**;
- b) the Botulinum Toxin will be prescribed by the **Prescriber** to the **Patient** face to face (no remote or repeat prescribing);
- c) a face to face assessment and consent of the **Patient** is undertaken by the **Prescriber**, this assessment and consent is to be recorded in writing and kept as part of the **Patient's** records;
- d) the Insured follows any specific instructions that are issued by the **Prescriber**;
- e) the Insured keeps a record of the **Prescriber's** name, registration licence number, contact details and details of the **Prescriber's** professional medical indemnity insurance cover; and
- f) full records of the above steps are retained in line with this **Policy** requirement and made available to Underwriters if required.

For the purpose of this endorsement the following definition applies:

- 1. **Prescriber** means a dentist, doctor, independent nurse prescriber or supplementary/pharmacist prescriber that is currently qualified and registered with the General Medical Council, the Irish Medical Council, General Dental Council, the Dental Council or Ireland, the Nursing and Midwifery Council and/or the General Pharmaceutical Council.

Botulinum Toxin Exclusion

This **Insurance** does not apply to **Damages** or **Claims Expenses** incurred with respect to any **Claim** or any **Inquest Costs** arising out of or resulting from the on-selling or passing on of Botulinum Toxin to other practitioners.

All other terms and conditions of this Policy remain unchanged.

Botulinum Toxin Endorsement

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

Important Condition applicable to administering of Botulinum Toxin

This is an **Important Condition** and cover under this Policy for the administering of Botulinum Toxin injections will not be available unless this condition has been complied with.

The **Named Insured** shall ensure that throughout the Policy Period when the Named Insured is administering Botulinum Toxin injections that the following conditions are complied with:

- g) Botulinum Toxin is prescribed by a **Prescriber** and the **Prescriber** delegates the administration of the Botulinum Toxin to the **Insured**;
- h) the Botulinum Toxin will be prescribed by the **Prescriber** to the **Patient** face to face (no remote or repeat prescribing);
- i) a face to face assessment and consent of the **Patient** is undertaken by the **Prescriber**, this assessment and consent is to be recorded in writing and kept as part of the **Patient's** records;
- j) the Insured follows any specific instructions that are issued by the **Prescriber**;
- k) the Insured keeps a record of the **Prescriber's** name, registration licence number, contact details and details of the **Prescriber's** professional medical indemnity insurance cover; and
- l) full records of the above steps are retained in line with this **Policy** requirement and made available to Underwriters if required.

For the purpose of this endorsement the following definition applies:

- 2. **Prescriber** means a dentist, doctor, independent nurse prescriber or supplementary/pharmacist prescriber that is currently qualified and registered with the General Medical Council, the Irish Medical Council, General Dental Council, the Dental Council or Ireland, the Nursing and Midwifery Council and/or the General Pharmaceutical Council.

Botulinum Toxin Exclusion

This **Insurance** does not apply to **Damages** or **Claims Expenses** incurred with respect to any **Claim** or any **Inquest Costs** arising out of or resulting from the on-selling or passing on of Botulinum Toxin to other practitioners.

All other terms and conditions of this Policy remain unchanged.

Derma! Filler Non Licensed Practitioner Endorsement

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

Important Condition applicable to administering of Dermal Filler

This is an **Important Condition** and cover under this Policy for administering Dermal Filler treatments for aesthetic purposes only will not be available unless this condition has been complied with.

The **Named Insured** shall ensure that throughout the Policy Period when the Named Insured is administering Dermal Filler treatments for aesthetic purposes only that the following conditions are complied with:

- a) the Dermal Filler being used in the treatment complies with the relevant health, safety and environmental protection legislation including but not limited to carrying a CE Mark;
- b) the Insured follows any specific instructions that are issued by the manufacturer;
- c) the Insured does not alter the Dermal filler being used in the treatment;
- d) the Insured only administers the Dermal filler in the manufacturer's recommended target body areas and the Insured must have the appropriate certification and training to administer the Dermal Filler treatment to those body areas;
- e) the Insured keeps a record of the treatment including name of Dermal Filler, dosage; treatment site; follow up sessions, any adverse reactions and any results;
- f) full records of the above steps are retained in line with this **Policy** requirement and made available to Underwriters if required;
- g) the Insured is certified to administer Hyaluronidase in the event of an emergency.

Derma! Filler Exclusion

This **Insurance** does not apply to **Damages** or **Claims Expenses** incurred with respect to any **Claim** or any **Inquest Costs** arising out of or resulting from:

- 1. the administering or use of Dermal Filler for non aesthetic purposes;
- 2. the on-selling or passing on of Dermal Filler to other practitioners.

All other terms and conditions of this Policy remain unchanged.

Derma! Filler Non Licensed Practitioner Endorsement

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

Important Condition applicable to administering of Dermal Filler

This is an **Important Condition** and cover under this Policy for administering Dermal Filler treatments for aesthetic purposes only will not be available unless this condition has been complied with.

The **Named Insured** shall ensure that throughout the Policy Period when the Named Insured is administering Dermal Filler treatments for aesthetic purposes only that the following conditions are complied with:

- h) the Dermal Filler being used in the treatment complies with the relevant health, safety and environmental protection legislation including but not limited to carrying a CE Mark;
- i) the Insured follows any specific instructions that are issued by the manufacturer;
- j) the Insured does not alter the Dermal filler being used in the treatment;
- k) the Insured only administers the Dermal filler in the manufacturer's recommended target body areas and the Insured must have the appropriate certification and training to administer the Dermal Filler treatment to those body areas;
- l) the Insured keeps a record of the treatment including name of Dermal Filler, dosage; treatment site; follow up sessions, any adverse reactions and any results;
- m) full records of the above steps are retained in line with this **Policy** requirement and made available to Underwriters if required;
- n) the Insured is certified to administer Hyaluronidase in the event of an emergency.

Derma! Filler Exclusion

This **Insurance** does not apply to **Damages** or **Claims Expenses** incurred with respect to any **Claim** or any **Inquest Costs** arising out of or resulting from:

- 3. the administering or use of Dermal Filler for non aesthetic purposes;
- 4. the on-selling or passing on of Dermal Filler to other practitioners.

All other terms and conditions of this Policy remain unchanged.

Derma! Filler Non Licensed Practitioner Endorsement

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

Important Condition applicable to administering of Dermal Filler

This is an **Important Condition** and cover under this Policy for administering Dermal Filler treatments for aesthetic purposes only will not be available unless this condition has been complied with.

The **Named Insured** shall ensure that throughout the Policy Period when the Named Insured is administering Dermal Filler treatments for aesthetic purposes only that the following conditions are complied with:

- o) the Dermal Filler being used in the treatment complies with the relevant health, safety and environmental protection legislation including but not limited to carrying a CE Mark;
- p) the Insured follows any specific instructions that are issued by the manufacturer;
- q) the Insured does not alter the Dermal filler being used in the treatment;
- r) the Insured only administers the Dermal filler in the manufacturer's recommended target body areas and the Insured must have the appropriate certification and training to administer the Dermal Filler treatment to those body areas;
- s) the Insured keeps a record of the treatment including name of Dermal Filler, dosage; treatment site; follow up sessions, any adverse reactions and any results;
- t) full records of the above steps are retained in line with this **Policy** requirement and made available to Underwriters if required;
- u) the Insured is certified to administer Hyaluronidase in the event of an emergency.

Derma! Filler Exclusion

This **Insurance** does not apply to **Damages** or **Claims Expenses** incurred with respect to any **Claim** or any **Inquest Costs** arising out of or resulting from:

- 5. the administering or use of Dermal Filler for non aesthetic purposes;
- 6. the on-selling or passing on of Dermal Filler to other practitioners.

All other terms and conditions of this Policy remain unchanged.

Healthcare Communicable Disease Exclusion

This endorsement modifies insurance provided under the following:

BEAZLEY MEDICAL MALPRACTICE INSURANCE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following exclusion is added to Clause Beazley **V. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS:**

Communicable Disease

arising out of or resulting from the actual or alleged transmission of or exposure to a **Communicable Disease**.

2. For the purposes of this endorsement the following definition is added:

Communicable Disease means an illness caused by an infectious agent or its toxic products, including but not limited to bacteria and virus, and that occurs through the transmission of the infectious agent or its toxic products from an infected individual or via an animal, vector or the inanimate environment to a susceptible animal or human host. Examples of **Communicable Diseases** are, including but not limited, HIV/AIDS, Hepatitis, Sexually Transmitted Diseases, Ebola and Tuberculosis.

All other terms and conditions of the Policy remain unchanged.

Named Insured Facilities Endorsement

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

Named Insured Facilities Definition

Section II, Definitions Named Insured's Facilities is deleted and replaced with the following:

Named Insured's Facilities means all locations at which the **Insured's Business** is rendered, or fail to be rendered, by an **Insured**, acting within the scope of that person's duties to the **Named Insured**.

All other terms and conditions of this Policy remain unchanged.

Patch Test Condition

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

Patch Test Condition

The **Named Insured** shall ensure that throughout the **Policy Period** a patch test is undertaken and recorded within the **Patient's** record at least 24 hours prior to any treatment when:

- a) A patch test is standard practice for the treatment being undertaken and/or
- b) A patch test is specified by the manufacturer's instructions;

and, where one or more of the following applies:

- c) The treatment is a new course of treatment for the **Patient**;
- d) The area to be treated on the **Patient** is a new area which has not previously received the treatment;
- e) A new type of laser has been installed or the brand of product used has changed in the middle of a course treatment;
- f) The **Patient's** medical history has changed; or
- g) There has been a change to treatment parameters where the increase ratio levels are not in accordance with the **Named Insured's** practice guidelines and manufacturer's instructions.

If this condition is not complied with this may affect the cover available under the Policy.

All other terms and conditions of this Policy remain unchanged.

Student Supervision Endorsement

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

Definitions

For the purpose of this endorsement the following definition applies:

Qualified Practitioner means a person who has undertaken the relevant training to teach and supervise others and has a minimum of two years practical experience.

Student Supervision Condition

This is an **Important Condition** and cover under this Policy will not be available unless this condition has been complied with.

The **Named Insured** shall ensure that throughout the **Policy Period** the following condition is complied with:

- a) All students must be under the direct supervision of a **Qualified Practitioner** and/or registered medical practitioner at all times.

All other terms and conditions of this Policy remain unchanged.

Teaching or School Programme Endorsement

This endorsement modifies the Medical Malpractice Insurance Policy and shall be read as if incorporated within it.

It is understood and agreed that:

1. The **Insured's Business**, in addition to description specified at Item 10. of the Schedule, includes teaching apprenticeships or school programmes (including provision of work experience)
2. The definition of **Insured** is amended with the addition of the following:
 5. any student or apprentice but only when performing treatment on **Patients** at the **Named Insured's Facilities**
3. Provided that cover will only be provided for these activities specified in this endorsement if the following conditions are complied with:
 - a. the **Insured** must at all times be fully supervised by a **Qualified Practitioner**;
 - b. **Patients** must be informed that they are receiving treatment as part of the **Insured's** training; and
 - c. any models undergoing treatment as part of the **Insured's** training must sign a waiver/consent form.
4. A definition of **Qualified Practitioner** is added:

Qualified Practitioner means a person who has undertaken the relevant training to teach and supervise others and has a minimum of two years practical experience.

All other terms and conditions of this Policy remain unchanged.

Data protection short form notice

Your personal information notice

Who we are

We are the insurers identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us on DPO@beazley.com or the agent or broker that arranged this insurance.

(LMA9151)
25 April 2018