

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: 0018131

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

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

Date: 05/07/2022



UPDATED SCHEDULE

Policy Number: 0018131

Name and Address of Insured: Miss Charlene Pannell

1086 London Road, Leigh-on-Sea, SS9 3NA

Business Name: Charlene Pannell T/A Moon Aesthetics

Period of Insurance:

From: 05/07/2022 To: 23/09/2022

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 £1,000,000.00

Liability: Each and every Claim, each and every claimant inclusive of

Defence Costs and Expenses

Extension Sub-Limits 1.3 Loss of Documents GBP5,000

1.4 PremisesGBP10,0001.5 Legal Costs and other ExpensesGBP10,0001.6 Breach of ConfidenceGBP100,0001.7 DefamationGBP100,000

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.



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: £831.25

Plus UK Insurance Premium Tax £99.75

Total Fees £50.00

Total Premium: £981.00

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: 24/09/2021



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: 0018131

Policy Period: 05/07/2022 to 23/09/2022

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:

- 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.

Chemical Peel Endorsement

Excluding any Claims arising from and/or relating to Phenol Lip and Eye.

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.

First Aid Endorsement

Cover hereunder extends to the provision of EpiPen.

It is a Condition Precedent to the right to be indemnified under this Policy that You: -

- hold an up-to-date Emergency First Aid at Work or First Aid at Work qualification;
- ensure that you have a suitably stocked First Aid kit.

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

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.

Laser Hair Removal Endorsement

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

- An Excess of GBP1,500 each and every Claim and each and every claimant including Defence Costs and Expenses is applicable in respect of Skin Types 1-4.
- An Excess of GBP2,500 each and every Claim and each and every claimant including **Defence Costs and Expenses** is applicable in respect of Skin Types 5 and 6.

Cover hereunder is extended to include Carbon Facials.

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

- 1. have at least 6 month's experience in hair removal with the use of laser machinery.
- 2. must perform a sensitivity patch test on the client at least 24 hours before the proposed treatment and the treatment will not proceed if the results of the test are not satisfactory. If there is an adverse reaction, then **We** will not be liable for any treatment subsequently carried out:
- 3. You must ensure that Patient Information Sheet/s specific to the administration and risks of Intense Pulsed Light (IPL), Intense Flash Light (IFL), Variable Pulsed Light (VPL), CO2 Laser, Light Heat Energy (LHE), Super Hair Removal (SHR), Phototherapy, Radio Frequency and/or Hair Growth/Rejuvenation Low-Level Light Therapy (LLLT) 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 Intense Pulsed Light (IPL), Intense Flash Light (IFL), Variable Pulsed Light (VPL), CO2 Laser, Light Heat Energy (LHE), Super Hair Removal (SHR), Phototherapy, Radio Frequency and/or <u>Hair Growth/Rejuvenation Low-Level Light Therapy (LLLT)</u>:

- i. provided to individuals planning on becoming pregnant, or who are pregnant and/or breast feeding;
- ii. provided to any individuals that have or may have:
 - epilepsy;
 - porphyria;
 - diabetes;
 - skin tumours;
 - skin cancer;
 - hypopigmentation;
 - rosacea.
- iii. provided on or in the immediate area of psoriasis, dark moles, tattoos, eczema, dermatitis or any area of the body that has undergone aromatherapy and/or self-tanning product in the previous 10 days;
- iv. provided to individuals that have active melanin present in the skin, sun tanned and/or sun burnt skin or have used a sunbed in the previous 4 weeks to treatment;
- v. where the individual has had laser or skin peeling treatment in the area to be treated within 14 days of treatment;

- vi. provided to an individual that is taking photosensitive medication;
- vii. used for tattoo removal.

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

Microneedling Endorsement

It is a **Condition Precedent** to the right to be indemnified under the **Policy** that when conducting microneedling, the needle size is no greater than 1.5mm in respect of the face, or 3mm in respect of the body.

You must ensure that Patient Information Sheet/s specific to the administration and risks of <u>Microneedling/Dermapen/Derma Roller/Collagen Induction Therapy/Needle Shaping</u> 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 **Claim**/s related to and/or arising out of BB Glow, MesoBB and/or Semi-Permanent Foundation.All other terms, conditions and limitations contained in **Your Policy** remain unaltered.

Training/Teaching Endorsement

It is a Condition Precedent to the right to be indemnified under the Policy that You: -

- Have appropriate training/teaching qualification/s;
- Have at least 18 months experience in each subject matter for training;
- ensure that attendees are made aware if courses are not accredited.

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