

Insured:	Yorkshire Health and Aesthetics Ltd
Attaching to Policy Number:	CIA-MM-16-06-008
With Effect From:	02/06/2018 to 02/06/2019
	(Both dates inclusive of GMT)

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.

Public liability

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

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

b.Property damage

Property damage

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

Fines and Penalties

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

Employees

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

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

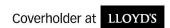
- 3.1 We agree to indemnify you against all sums which you shall become legally liable to pay as damages including claimant's costs in accordance with the law of those countries as stated in the schedule for any claim made against you during the period of insurance for:
 - a. malpractice;

b.negligence or breach of a duty of care; and

c. public liability or products liability.

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

4.20 Prosecution defence costs

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

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

But cover under this extension excludes;

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

The following statutory provisions apply only to this extension;

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

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

5.7 Supply of Goods

any claim arising out of the manufacture of any products, or the construction, alteration, repackaging, repair, servicing, or treating of any products sold, supplied or distributed by you, or any claim arising out of the failure of any product to fulfil the purpose for which it was designed, or to perform as specified, warranted or guaranteed.

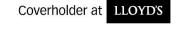
However, this exclusion does not apply to the following where this forms part of your business:

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

The following are added to Section 5: Exclusions:

5.35 Property damage

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

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

5.36 Product repair or replacement

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

5.37 Occupiers' liability

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

Section 7: General Conditions is amended as follows;

7.4 Excess

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

The following is added to Section 7: General Conditions;

7.9 Products

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

7.10 Reasonable precautions

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

In all other respects the policy remains unaltered

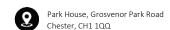


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Tablet extension:

Manufacturer: Apple Ipad 2

Model: MD511B/A
Serial: DMPJT24LF183

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

Electronic equipment

Tablets used in connection with your business only which belong to you or for which you are legally responsible, including any associated accessories but excluding any mobile phones.

Damage

Accidental physical loss or damage to tangible property.

Hacker

Anyone who maliciously targets you and gains unauthorised access to your web-site, intranet, computer system, network, telephony equipment or data that you hold electronically.

Virus or similar mechanism

Any program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operation whether involving self-replication or not. Includes but is not limited to Trojan horses, worms and logic bombs.

Failure

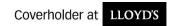
- a. electrical or mechanical breakdown, including rupture or bursting caused by centrifugal force; or
- b. artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires; or
- c. operational error

The following is added to Section 4: Extensions of cover

Electronic equipment

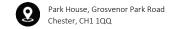
Subject to the disclosure of your electronic equipment serial number to Cosmetic Insure at inception of this policy, we will pay you for accidental loss or damage occurring during the period of insurance to electronic equipment:

a. at your business premises; or











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b. where temporarily elsewhere but within the territorial limits, including whilst in transit.

We will pay up to a value of GBP 500 for one single loss or damage to electronic equipment occurring during the period of insurance. We will not be liable for any further loss or damage occurring thereafter even where the full limit of GBP 500 was not paid to you following the first loss or damage that occurred.

You must pay an excess of GBP 50 for a claim arising from accidental loss or damage occurring during the period of insurance to electronic equipment.

At our discretion and upon receipt of evidence of your original purchase, we will pay for the repair of your damaged electronic equipment or where applicable the cost of a replacement as new, but only up to the value of GBP 500 and following your payment of the applicable excess of GBP 50.

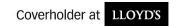
For electronic equipment held in trust, we will pay up to the value of GBP 500, but the lesser of:

- a. your liability in respect of the goods held in trust; or
- b. the cost of repair or replacement at the trade market value of such goods.

The following is added to Section 5: Exclusions:

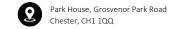
Electronic equipment

- **a.** we will not make any payment for loss or damage to electronic equipment:
 - i. caused by wear and tear, inherent defect, marring, scratching, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - ii. caused by dryness or humidity, being exposed to light or extreme temperatures, unless damage is caused by storm or fire:
 - iii. caused by theft from an unattended vehicle unless the item is out of sight in a locked boot or similar locked storage compartment;
 - iv. caused by a virus or similar mechanism or hacker;
 - v. temporarily elsewhere unless the electronic equipment is in your care, custody, or control at all times or otherwise secured in a locked hotel room or safe, or other similar securely locked room or premises;
 - vi. directly arising from its failure;
 - vii. arising from its misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials;
 - viii. where being cleaned, worked on or maintained;











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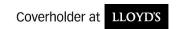
- ix. where we have already made a previous payment during the period of insurance for the loss or damage to electronic equipment.
- b. we will not make any payment for loss or damage:
 - i. to any form of data; or
 - ii. to the value to you of any lost or distorted information.

The following is added to Section 6: Claims Conditions

Electronic equipment

You shall, as soon as practicable notify us of any damage which might be covered and in respect of any theft, attempted theft, arson, malicious damage, riot or civil commotion, you must report to the police or relevant local authority and obtain a crime reference from them prior to notifying us.

In all other respects the policy remains unaltered.











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Additional extensions of cover

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

4.1 Breach of confidentiality

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

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

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

Court attendance costs

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

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

Representation costs

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

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Coverholder at LLOYD'S









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Supply of products endorsement

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

any claim arising out of

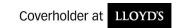
- **a.** the manufacture of any products, or the construction, alteration, repackaging, repair, servicing, or treating of any products sold, supplied or distributed by you, or
- **a.** the failure of any product to fulfil the purpose for which it was designed, or to perform as specified, warranted or guaranteed.

However, this exclusion does not apply to the following activities provided that 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 C/INS 007 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 are 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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Extended notification period amendment

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

- **4.7** Extended notification period. In the event that you do not renew or you cancel this policy due to:
 - a. your retirement;
 - **a.** your death;
 - **b.** your permanent disability;
 - c. the cessation of your business; or
 - d. your maternity or paternity leave

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

You must first give:

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

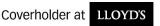
All other terms and conditions of the policy will apply.

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

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

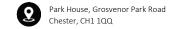
This extended reporting period shall automatically cease should you effect another policy or upon non-payment of the applicable premium.

In all other respects the policy remains unaltered.











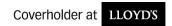
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Specified Dermal Filler Products

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

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

- 1. Aliaxin
- 2. Amalian
- 3. Aquamid
- 4. Atlean
- 5. Belotero
- 6. Cristal
- 7. CRM
- 8. Dermafill
- 9. Ellanse
- 10. Ellanse
- 11. Emervel
- 12. Esthelis
- 13. Filorga
- 14. Fortelis
- 15. Hyacorp (Face & Lips only)
- 16. Hyaluderm
- 17. Hyaluronica
- 18. Hydrofill
- 19. Hylaform
- 20. ISO Gel
- 21. Jolidermis
- 22. Juvederm
- 23. Matridex24. Matridur
- 25. Mesolis
- 26. Modelis
- 27. Pain relief injections / creams
- 28. Perfectha











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- 29. Perlane
- 30. Prevelle
- 31. Princess
- 32. Puragen
- 33. Radiesse
- 34. ReDexis
- 35. Rennova
- 36. Restylane
- 37. Restylane SubQ
- 38. Revanesse
- 39. Reviderm
- 40. Stylage
- 41. Succeev
- 42. Surgiderm
- 43. Teosyal
- 44. Teosyal Pure Sense Ultimate
- 45. Teosyal Redensity (II)
- 46. Uma Jeunesse
- 47. Varioderm
- 48. Visagel
- 49. Viscoderm
- 50. Intraline One
- 51. Intraline Two
- 52. Gene Fill
- 53. Profhilo
- 54. Sculptra
- 55. Dermal Revolution
- 56. Aqua Sercret
- 57. Algeness
- 58. Yvoire Volume S
- 59. Yvoire Volume Plus
- 60. Yvoire Contour
- 61. Yvoire Contour Plus
- 62. Yvoire Classic S
- 63. Yvoire Classic Plus
- 64. Intraline Men
- 65. Neauvia (Excluding the Genitalia area)
- 66. Neauvia (Including the Genitalia area)
- 67. Teoxane
- 68. Laresse
- 69. NanoMedica

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

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- 70. Hyalual Xela Range
- 71. Linerase/Nithya
- 72. Revolax
- 73. Hyamira
- 74. Regenyal Idea
- 75. Bellafill / Artefill
- 76. Decoria
- 77. Monalisa
- 78. Luminera Hydryalix Gentle
- 79. RRS
- 80. Regenyal Bioregen
- 81. Regenyal Biorivolumetria
- 82. Plenhyage
- 83. Jalucomplex
- 84. Revofil
- 85. Singderm
- 86. ACE
- 87. Regenovue
- 88. FosyDerm(excluding treatment on hips, genitals and breast)
- 89. Gloderm
- 90. Be Ceuticals
- 91. Sunekos





