



Medical Malpractice Insurance

Renewal Invite Schedule

Reference: BZLYAES00226599

Wording: Aesthetic Wording

Underwriter: Beazley Lloyd's Syndicate AFB 2623 (82%) / 623 (18%)

Coverholder: Insync Insurance Solutions Limited

Unique Market Reference: B079921KI120075

Quote Date: 09/06/2023

Valid until: 30 days from the Quote date

Item 1. Named Insured

Gurdeep Chander

Gurdeep Chander T/A A G Clinic

Address

44 Jeremy Road,

Wolverhampton, WV4 5DB, United Kingdom

Item 2. Policy Period

From: 09/07/2023

To: 08/07/2024

Both days inclusive local standard time at the address of the named insured stated in the

Schedule

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	No
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
Insuring Agreement I.1.I., Licensing Body Investigation Costs	Yes
Extension I.2.A., Information Security and Privacy Liability	Yes
Extension I.2.B., Regulatory Defense and Penalties	Yes
Extension I.2.C., Website Media Content Liability	Yes
Extension I.2.D., PCI Fines and Costs	Yes
Extension I.2.E., Forensic Defence Costs	Yes

Extension I.2.F., Employee Privacy Breach Cover	Yes
Extension I.2.G., Crisis Management Costs and Public Relations	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 £5,000,000

2. Professional Indemnity (Insuring Agreement I.1.B)
Limit of Liability (Each Claim including Claims Expenses) GBP £5,000,000

3. Public or General Liability (Insuring Agreement I.1.C)
Limit of Liability (Each Claim including Claims Expenses) GBP £5,000,000

4. Product Liability (Insuring Agreement I.1.D)
Limit of Liability
Not Applicable

Loss of Documents (Insuring Agreement I.1.E)
 Limit of Liability (Each Claim including Claims Expenses) GBP £5,000,000

6. Breach of Professional Confidentiality (Insuring Agreement I.1.F)
Limit of Liability (Each Claim including Claims Expenses) GBP £5,000,000

7. Libel and Slander (Insuring Agreement I.1.G)
Limit of Liability (Each Claim including Claims Expenses) GBP £5,000,000

8. Inquest Costs (Insuring Agreement I.1.H)
Limit of Liability (Each Inquest) GBP 25,000

9. Licensing Body Investigation Costs (Insuring Agreement I.1.I)
Limit of Liability (Each Investigation) GBP 25,000

B. Extensions

Expenses

1.	Information Security and Privacy Liability (Extension I.2.A)	GBP 5,000,000
2.	Regulatory Defense and Penalties Extension I.2.B)	GBP 100,000
3.	Website Media Content Liability (Extension I.2.C)	GBP 5,000,000
4.	PCI Fines and Costs (Extensions I.2.D)	GBP 10,000
5.	Forensic Defence Costs (Extension I.2.E)	GBP 100,000
6.	Employee Privacy Breach Cover (Extnesion I.2.F)	GBP 5,000,000
7.	Crisis Management Costs and Public Relations (Extension I.2.G)	GBP 25,000
8.	Policy Aggregate Limit of Liability including Claims	GBP 5,000,000

Item 5. Deductible GBP 250

Each **Claim** including **Claims Expenses** unless varied in the Treatment and Deductible Endorsement or specified within the Conditions Section

Item 6. Gross Premium

Gross Premium plus Insurance Premium Tax at 12.0% and any applicable fees, payable by the Named Insured up to 60 days after inception

PREMIUM PAYABLE	Premium
Net Premium	£580.50
Insurance Premium Tax at 12%	£69.66
Policy fees	£50.00
Total payable	£700.16

Item 7. Extended Reporting Period

As per Wording / Not Applicable

Item 8. Retroactive Date

04/08/2020

Item 9. Notifications under this Policy

Amy Hodkinson at amy.hodkinson@insyncinsurance.co.uk

Item 10. Insured's Business

Specified treatments as per the Treatment and Deductible Endorsement

Item 11. Currency

GBP

Item 12. Medical Practitioners

Not Applicable

Item 13. Subsidiaries and Joint Ventures

Not Applicable

Item 14. 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

- Treatment and Deductible Endorsement
- Healthcare Communicable Disease Endorsement
- Named Insured facility Endorsement
- Professional Sports Individuals and Elite Athletes Treatment Exclusion
- Patch Test Condition
- Sanctions Endorsement
- Student Supervision Condition
- Teaching or School Programme Endorsement
- Data protection short form notice see attached
- Statement of facts for Non-licensed aesthetics practitioner see attached
 - Botox Endorsement
 - Botox Endorsement (Insured Prescriber)
 - Chemical Peels Endorsement
 - Dermal Filler Endorsement
 - Acceptable General Beauty Treatments
 - Laser endorsement
- Medical practitioners Endorsement
 - Sunbed / UV Tanning Endorsement
 - Tattoo and Body Piercing
 - Teeth Whitening Condition

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 A – Policy Excess GBP 0 Each and Every Claim	
1 to 9 Sunbeds	Covered
Advanced Botox (including Neck, Masseter, Vshape Definition and	Carrand
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	Covered
Troughs, Non-Surgical Rhinoplasty and scalp – Dr CJY Filler) excluding	
Devil Lip and Genitalia	
Allergy Testing (Patch and Skin Prick Testing)	Not Covered
Apido Forte	Not Covered
Application of branded third party skincare products	Covered
Aqualyx Injections	Covered
Azzalure	Covered
BB Glow	Covered
Bio Fillers	Not Covered
Bio Identical Hormone Therapy	Not Covered
Bio Revitalisation	Covered
Boccature	Covered
Botulinum Toxin	Covered
Botulinum Toxin Prescribing	Covered
Brow Lamination	Not Covered
Carbon Facial	Not Covered
Carboxytherapy	Covered
Cellfina	Covered
Celluerase Treatment	Covered
Chemical Peels	Covered
CO2 Laser	Not Covered
Collagen Induction Therapy	Covered
Colon Hydrotherapy	Not Covered
Coolsculpt/Cryotherapy/Shockwaves/Cryotherapy	Covered
Cryolypolisis	Covered
Cryopen	Covered
Cryotherapy	Covered
Dental Blocks	Covered
Derma Pen	Covered
Derma Roller	Covered

Dermaplaning	Not Covered
Dermatology excluding skin cancer	Covered
Desoface / Desobody	Covered
Diathermy	Not Covered
Diet/Nutritional Advice	Covered
Distributor and product Trainer of Organic Skincare products	Covered
Dry Needling	Covered
Ear Syringing	Covered
E-Consultations	Covered
Electrolysis	Not Covered
Fat Dissolving Mesotherapy Injections (i.e. Aqualyx, Saxenda, Deso Face/	
Deso Body)	Covered
First Aid - including Epipen	Covered
Flabjab	Not Covered
Foot Health	Covered
Foot Health Care	Covered
Fractora and Fractional Skin Resurfacing (Radiofrequency)	Covered
Fraxin	Covered
Fraxis	Not Covered
Galvanic Treatments	Not Covered
General Beauty Treatments	Covered
General Dental Hygienest / Dental Therapy (Less than 50% of total	
activities performed)	Covered
General Dental Nurse Duties (Less than 50% of total activities performed)	Covered
General Pharmacist Activities (Less than 50% of total activities performed)	Covered
Hair Growth/Rejuvenation using low-level light therapy	Not Covered
HIFU excluding genitalia	Not Covered
HIFU including genitalia	Not Covered
Hii Pen, Hya pen and Hyalauron Pen	Covered
Holistic Therapy	Covered
Hopi Ear Candle	Covered
Hyaluronidase/Hyalase	Covered
Hyperboost via Nappage	Covered
Hyperhydrosis	Covered
IM Injections	Covered
Intramuscular Vitamin Injections	Not Covered
Intrariuscular Vitamin Injections	Covered
IV Infusion Therapy and Vitamin B12/D Booster Injections including Biotin	
	Covered Covered
Jalupro Jalutox	Covered
	Covereu
Kenalog (Hayfever injections) (Dr, Dentist, Nurse and Pharmacist only)	Covered
Kiss and Doll	Covered
Laser (Non Ablative)	Covered
LED Light Therapy	Covered
Lidocane/Lignocaine	Covered
Lipo Lab	Covered
Lipodissolve	Covered
Lipolax	Covered
Local Anaesthetic Applications for Aesthetic Treatments	Covered
Local Amacouncing Applications for Acouncing Treatments	Covered

Luminera	Covered
Medical Needling/Collagen Induction Therapy including the application of	Covered
topical aesthetic cream	Covered
Mesotherapy, all treatments	Covered
Microchanneling	Covered
Microdermabrasion and Hydradermabrasion	Covered
Microneedling	Covered
Micropigmentation/Microblading and SPMU including the use of topical	Carranad
adrenaline during the application of this treatment.	Covered
Microsclerotherapy	Covered
Nappage, all treatments	Covered
Needleshaping	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	Covered
Non-Invasive Blepharoplasty	Not Covered
Non-Invasive Brazilian Butt Lift (BBL)	Covered
Non-Invasive Laser/Lipolysis Body Contouring procedures	Not Covered
Non-Surgical Blepharoplasty using Plasma Technology	Covered
Oral and Topical Homeopathic Remedies	Covered
Orilstat - (Weight Loss Prescribed Injectables -	Not Covered
Dr/Nurse/Dentist/Pharmacist only)	
Over the Counter Herbal and Nutritional Supplements	Covered
OxyJet Leo (non-intrusive concentrated oxygen pulse skin treatment)	Covered
Ozempic - (Weight Loss Prescribed Injectables -	
Dr/Nurse/Dentist/Pharmacist only)	Not Covered
Ozone Rectal Insufflation and Ozone Steam Sauna	Covered
Ozone Therapy	Covered
Pain relief injections	Covered
Pain relief topical numbing creams	Covered
Phlebotomy	Covered
Phototherapy	Covered
Piercing	Not Covered
Plasma Pen	Covered
Plasma Shower	Covered
PlasmaBlast (Fibroblast)	Covered
i idomidolast (i ibi obidot)	
	Covered
Platelet Rich Fibrin (PRF) for facial /Neck rejuvenation	Covered
Platelet Rich Fibrin (PRF) for facial /Neck rejuvenation Platelet Rich Plasma (PRP) for Facial/Neck Rejuvenation	Covered
Platelet Rich Fibrin (PRF) for facial /Neck rejuvenation Platelet Rich Plasma (PRP) for Facial/Neck Rejuvenation Platelet Rich Plasma (PRP) for Scalp Hair Restoration	
Platelet Rich Fibrin (PRF) for facial /Neck rejuvenation Platelet Rich Plasma (PRP) for Facial/Neck Rejuvenation Platelet Rich Plasma (PRP) for Scalp Hair Restoration Platelet Rich Plasma (PRP) breast augmentation and	Covered
Platelet Rich Fibrin (PRF) for facial /Neck rejuvenation Platelet Rich Plasma (PRP) for Facial/Neck Rejuvenation Platelet Rich Plasma (PRP) for Scalp Hair Restoration Platelet Rich Plasma (PRP) breast augmentation and genital rejuvenation. (Medical Practitioner only)	Covered Covered
Platelet Rich Fibrin (PRF) for facial /Neck rejuvenation Platelet Rich Plasma (PRP) for Facial/Neck Rejuvenation Platelet Rich Plasma (PRP) for Scalp Hair Restoration Platelet Rich Plasma (PRP) breast augmentation and genital rejuvenation. (Medical Practitioner only) Platysmal Bands	Covered Covered Covered
Platelet Rich Fibrin (PRF) for facial /Neck rejuvenation Platelet Rich Plasma (PRP) for Facial/Neck Rejuvenation Platelet Rich Plasma (PRP) for Scalp Hair Restoration Platelet Rich Plasma (PRP) breast augmentation and genital rejuvenation. (Medical Practitioner only)	Covered Covered

Profhilo	Covered
Profound RF (non surgical face lift)	Covered
Prolozone	Covered
PRX t33 Chemical Peel	Not Covered
Radio Frequency Treatments (excluding Genitalia)	Covered
Reiki	Covered
Revolax	Covered
Russian Lip	Not Covered
Sale of third party products	Not Covered
Sample taking via pin prick/swab/venepuncture only	Not Covered
(Excludes any interpretation)	Not Covered
Saxenda - (Weight Loss Prescribed Injectables -	Not Covered
Dr/Nurse/Dentist/Pharmacist only)	Not Covered
Scalp Micropigmentation/Tricopigmentation including the use of topical adrenaline during the application of this treatment	Not Covered
Sclerotherapy	Covered
Shockwave Therapy	Covered
Skin boosters via micro-needling / IV / injections	Not Covered
Skin Separation via cannuals (Dr/Nurse only)	Not Covered
Steroid-Creams/Injections to treat psoriasis, acne, eczema,	
onychomycosis and scarring only	Covered
Subcutaneous Injections of Homeopathic Remedies Sugaring	Covered Not Covered
Sunekos	Covered
Tattoo	Covered
Tattoo Lightening	Covered
Tattoo Removal - Non Laser	Covered
Teeth Whitening (Licensed GDC/IDC Practitioner only)	Covered
Thread Vein Removal	Covered
Training Other professional in Band A treatments	Covered
Ultrasonic Cavitation	Covered
Ultrasound Rejuvenation (excluding genitalia)	Covered
Viscoderm Hydroboosters	Covered
Weight Loss Prescribed Injectables i.e. Saxenda, Ozempic and Orilstat	Covered
(Dr/Nurse/Dentist/Pharmacist only)	
Weight Loss Prescribed Oral tablet form Medicine	
(Ozepmic and Ryebelsus only)	Covered
(Dr/Nurse/Dentist/Pharmacist only)	
(DI) Naise/Delitist/Filailiacist Olly)	Covered
Xela Rederm	Covered

BAND B – Policy Excess GBP 500 Each and Every Claim	
10+ Sunbeds	Covered
Dermal Fillers for Breast and Genitalia procedures (Medical Practitioner only)	Not Covered
Emsculpt	Not Covered
Glutanex	Not Covered
Mona Lisa	Not Covered
Radio Frequency for Vaginal Treatments	Not Covered
Super Hair Removal	Not Covered
Tattoo Removal - Laser	Covered
The TCA Cross Method (Medical Practitioner only)	Not Covered
Thread Lifting (Dissolvable - including PDO/Silhouette Soft/COG/Mono)	Covered
Training Other professional in Band B treatments	Not Covered
Ultrasound Rejuvenation (including genitalia)	Covered
Other	

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 INSURAING 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.

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**.

Professional Sports Individuals and Elite Athletes Treatment Exclusion

This endorsement modifies insurance provided under the following:

BEAZLEY MEDICAL MALPRACTICE INSURANCE

In consideration of the premium charged for the Policy and subject to the Limits of Liability, exclusions, conditions and other terms of this Insurance, it is hereby understood and agreed that:

1. Clause V. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, is amended by the addition of the following:

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 provision of medical services by the **Insured** under a contract or agreement in or about the conduct of the **Insured's Business** to any **Professional Sports Individuals** or **Elite Athletes**, except where treatment is administered as a result of a Good Samaritan Act.

- 2. Clause II. DEFINITIONS APPLICABLE TO ALL INSURING AGREEMENTS, is amended by the addition of:
- DD. **Professional Sports Individual** means anyone whose full-time earnings are derived from playing in any sport or sports.
- EE. Elite Athlete shall mean any person who is currently a member of a national team or squad.

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.

Sanctions Endorsement

This endorsement modifies the Beazley and Insync Treatment Liability Insurance and shall be read as if incorporated within it.

It is understood and agreed that the following Clause is added to the policy:

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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 <u>Important Condition</u> 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.

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:
 - a. 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 one year practical experience.





Data protection short form notice

Your personal information notice

1.1 Who we are

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

1.2 The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance coverthat 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). Wherewe 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, subcontractors, 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 youwish 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

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 Botulium 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);
- 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.

Prescribing of Botulinum Toxin Endorsement

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

Important Condition applicable to the prescribing of Botulium Toxin

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

- 1. The **Named Insured** shall ensure that throughout the Policy Period when the **Insured** is prescribing Botulinum Toxin injections for aesthetic purposes only that the following conditions are complied with:
 - a) Botulinum Toxin is prescribed by 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;
 - b) The **Insured** delegates the administration or provision of the Botulinum Toxin to the **Provider**;
 - the Botulinum Toxin will be prescribed by the **Prescriber** to the **Patient** face to face (no remote or no repeat prescribing except for repeat prescribing occurring within six months of the previous face to face assessment and provided there are no changes to the Patient's medical history or treatment plan)
 - d) a face to face assessment and consent of the **Patient** is undertaken by the **Insured** and this assessment and consent is to be recorded in writing and kept as part of the **Patient's** records;
 - e) the Insured issues specific instructions to the **Provider** on how the Botulinum Toxin is to be provided or administered to the **Patient**;
 - the Insured keeps a record of the **Provider's** name, registration licence number, contact details and details of the **Provider's** professional medical indemnity insurance cover; and
 - g) 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. **Provider** means the person providing or administering the Botulinum Toxin to the **Patient**.

Botulinum Toxin Exclusion

1. 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.

Chemical Peel Endorsement

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

Important Condition applicable to administering of Chemical Peels

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

The **Named Insured** shall ensure that throughout the Policy Period when the **Insured** is administering Chemical Peels only that the following conditions are complied with:

- a) If the chemical peel is being administered by an unlicensed practitioner the strength of trichloroacetic acid (TCA) used in the chemical peel whether alone or in combination with other chemicals or solutions does not exceed 35%.
- b) If the strength of the trichloroacetic acid (TCA) to be used in the chemical peel whether alone or in combination with other chemicals or solutions exceeds 35% that the chemical peel is only performed by a licensed practitioner.

Dermal Filler 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 <u>Important Condition</u> 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.

Dermal 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 on-selling or passing on of Dermal Filler to other practitioners.

List of Acceptable General Beauty Treatments

Acoustic Wave Therapy Body Contouring

Aeroline Air Jet Body Massage

Alkaline Skin Wash

Aromatherapy

Aqua Detox

Bio Skin Jetting/Bio Skin Smoothing

Bleaching of Superfluous Hair

Body Hair Colouring including Bikini

Body Scrub/ Polish/ Wraps/ Exfoliation/Brushing/Masks

Depilatory Creams

Diathermy Epilation

Dry Flotation Tanks

Eyebrow/Eyelash/Facial tinting

Eyebrow Shaping

Eyelash Growth (Bimatopost, Latisse and Lumigan)

Eyelash/Eyebrow extensions

Eyelash Perming

Face Masks

Facials/Electrical Facials and High Frequency Equipment

False Lash Application

Gels/Acrylics/Shellac

Hairdressing treatments including hair extensions and application of third party

hairdressing products

HD Brows

Hydrafacial

Intracel

LVL Lashes/Lash lift

Make up application

Manicures,

Manual Lymphatic Drainage (Using Massage Method)

Massage

Micro/Nano Current Machines

Nail Extensions/Nail Art

Pedicures

Profacial

Shockwave/Acoustic Wave Therapy

Skin Anaylisis/Consultation

Spray on tans

Sunbeds/Sunshowers

Waxing

Laser Endorsement

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

Important Condition applicable to the use of Laser

This is an **Important Condition** and cover under this Policy for the use of a laser machine in performing treatments 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 using laser that the following conditions are complied with:

- 1. The **Insured** shall:
 - a) comply with the Local Rules;
 - b) conform to European Union Directives in respect to medical electrical equipment used for treatment purposes; and
 - c) maintain local rules documentation within the appropriate section of the **Certificated Laser Protection Adviser's** operational file.

For the purpose of this endorsement the following definitions apply:

- Local Rules means the rules, which reflect safe working practices and relate to the day to day safety management of laser, IPL systems and LEDs, set by the Certificated Laser Protection Adviser to comply with the Health and Safety at Work Act 1974.
- 2. Certificated Laser Protection Adviser means a person who has been given the responsibility, by their employer or the company that they are contracted to, to oversee laser safety and who holds a Laser Protection Adviser certificate issued by RPA 2000 or the Association of Laser Safety Professionals or such other equivalent institution. A Certificated Laser Protection Adviser includes a person appointed as a Laser Safety Officer and/or Laser Protection Supervisor.

Medical Practitioner Part C. Endorsement

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

Medical Practitioner Part C. Condition

It is noted and agreed that policy wording clause X. Medical Practitioners C. is waived in respect of the Medical Practitioners named in Item 12 of the Schedule.

Sunbed / UV Tanning Endorsement

This endorsement modifies the List of Acceptable Treatments and Procedures – Beauty and Wellbeing Salon/Therapists and shall be read as if incorporated within it:

It is understood and agreed that the following treatments and procedures are added:

A. Sunbeds and UV tanning booths

What We cover: the use of up to two sun beds or tanning booths within **Your** salon, where controlled and supervised by **You**.

B. Conditions applicable to all treatments and procedures:

- 1. The maximum amount payable in respect of all **Claims** made under this endorsement shall not exceed in the aggregate the overall limit of liability shown in the Schedule.
- 2. Any **Claims Expenses** incurred during the investigation, defence and settlement shall be included within the annual aggregate limit and the excess.
- 3. The excess will be £500 each **Claim** including **Claims Expenses**.
- 4. The following is an **IMPORTANT CONDITION** under this Policy. Coverage under this Policy will not be available unless **You** comply with this important condition:
 - i. **You** shall at all times ensure that:
 - a) the equipment is certified by the manufacturer as compliant with the European standard for exposure to ultraviolet and infrared radiation (irradiance not exceeding 0.3 W/m2);
 - b) the equipment is only re-calibrated according to the manufacturers guidelines and a record demonstrating this is maintained;
 - c) all equipment is used and maintained in accordance with the manufacturers guidelines;
 - d) instructions are clearly displayed detailing how to safely use the equipment, harm that can be caused from excessive use and that under 18's should not use the equipment.

C. What **We** will not cover:

We will not make any payment for or in respect of any **Claim** or **Loss**, for, arising out of, or resulting from:

- a) any use where the client did not sign a consent/release form including a written record of the schedules/times of each session.
- b) any use by minors under the age of 18 years.
- c) the use of any equipment which has not been used, maintained or re-calibrated in accordance with the manufacturers guidelines.
- d) the use of any tanning equipment that does not comply with European standard for exposure to ultraviolet and infrared radiation (irradiance not exceeding 0.3 W/m2)
- e) the use of any tanning equipment that is controlled by the client or where exposure time exceeds 30 minutes
- f) any use where the client has or may have epilepsy, porphyria, psoriasis, dark moles, tattoos, micropigment eczema, dermatitis, skin tumours, skin cancer, hypopigmentation, or maybe pregnant.
- g) any use where the client did not wear protective goggles during the treatment.

h) any use where the client has had a laser or IPL treatment or used aromatherapy products within the last 10 days, or is taking any medication that is photosensitive.

All other terms and conditions of this Policy remain unchanged.

Tattoo and Body Piercing 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 definitions apply:

- 1. **Body Artistry** means the act or practice of perforating a part of the human body with a sharp or pointed instrument creating an entry and exit point for the purpose of wearing jewellery in the opening created.
- 2. **Microdermals** means a single point piercing using micro dermal implants or dermal anchors for small pieces of single item jewellery only.
- 3. **Paramedical Tattooing** means implantation of pigment within the skin to disguise or hide or repair scars, burns and natural skin imperfections including micropigmentation to break up scar tissue.
- 4. **Semi-permanent makeup** means micropigmentation treatments to enhance the eyebrows, eyelashes, top and bottom eye liner and lip line.
- 5. **Tattooing** means the act or practise of adding colour by marking the skin with indeliable patterns, pictures, line or legends by making punctures under the skin and inserting pigments. Tattooing also includes the application of colour in the form of semi-permanent tattoos or body decals which are not of a permanent nature.
- 6. **Tittooing** means the application of dyes, pigments or other products by **Tattooing** to darken and define the nipple(s) known as the areola.

Tattoo and Body Piercing Exclusions

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 use or supply of dyes, pigments or other products, including devices used, which have either not been approved by the relevant regulatory body and/or not been on sale or in use in the United Kingdom, European Union or United States for more than two years.
- 2. the use or supply of any jewellery that has not been manufactured in the United Kingdom, European Union or United States of America and is not made of surgical steel at 316L, 14k or 18k solid yellow or white gold, platinum, niobium, titanium or surgical plastic.
- 3. work or services carried out on minors under the age of eighteen years. This exclusion does not apply to:
 - a. ear piercing;
 - b. nose and naval piercings on minors aged fourteen years or over; and
 - c. tongue and eyebrow piercing on minors aged sixteen years or over, provided that there is written parental (or legal guardian) consent (a copy of such consent must be retained) and the parent (or legal guardian) is present during the relevant procedure for which consent has been given.
- 4. any **Tattooing** or **Body Artistry** where the person has not signed an informed consent document detailing the risks of the procedure and after care.

- 5. the provision of services including but not limited to **Tattooing** and **Body Artistry** at unlicensed premises.
- 6. the carrying out of **Tattooing** or **Body Artistry** on the front and side of the neck, the bridge of the nose between the eyes or genitalia including **Tittooing**.
- 7. the provision of the following treatments, services and/or procedures:
 - a) intradermal camouflage tattoos;
 - b) **Semi-Permanent Makeup**;
 - c) black henna tattoos or the use of any product containing paraphenylenediamine (PPD) in a treatment, service or procedure;
 - d) all forms of scarification modification involving branding, cutting of the skin with a scalpel and tongue splitting;
 - e) beading;
 - f) sub dermal implants, dermal implants and **Microdermals**;
 - g) any laser treatments; and
 - h) Paramedical Tattooing.

Teeth Whitening Endorsement

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

Teeth Whitening 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) Teeth whitening performed by a dental hygienist or dental therapist must be to a prescription from a dentist