

# Beazley Medical Malpractice Insurance

## Renewal Accept Schedule

This Insurance contains some particularly important conditions which the Insured must satisfy or the Insured could lose some or all of the cover provided. Because these are particularly important, the Underwriters want to draw the Insured's attention to them and they will highlight them in bold and capital letters within the Policy.

Separately, there is also a warranty that the Insured must pay the premium when it is due, including when any instalment is due. If the Insured fails to do so, then the Insured's cover will be suspended.

**NOTICE:** This Policy provides coverage on a Claims Made and Reported Basis. Except to such extent as may otherwise be provided herein, this insurance applies only to those **Claims** which are first made against the **Insured** and reported in writing to the underwriters during the **Policy Period** or **Extended Reporting Period** (if applicable). **Damages** and **Claims Expenses** shall be applied against the deductible. **Claims Expenses** under this Policy shall reduce and may exhaust the Limits of Liability. Please review the coverage afforded under this Insurance Policy carefully and discuss the coverage hereunder with your insurance agent or broker.

This schedule along with the completed and signed **Proposal** and the Policy with endorsements shall constitute the contract between the **Insureds** and underwriters.

**Policy Number:** 0072452

**Wording:** PE Medmal

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

**Coverholder:** Insync Insurance Solutions Limited

**Unique Market Reference:** B079921K1120075

**Item 1.           Named Insured**  
Charlene Pannell  
Charlene Pannell T/A Moon Aesthetics

**Address**  
9-10 Quadrant Arcade,  
,  
Romford,  
RM1 3ED,  
United Kingdom

**Item 2.           Policy Period**  
  
From: 24/09/2023  
  
To: 23/09/2024

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

**Item 3. Insuring Agreements and Extensions Included**

<b>INSURING AGREEMENTS</b>	<b>Included</b>
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

**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** 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

<b>PREMIUM PAYABLE</b>	
Net Premium	£1246.50
Insurance Premium Tax at 12%:	£149.58
Policy fees	£50.00
<b>Total payable</b>	<b>£1446.08</b>

**Item 7. Extended Reporting Period**

As per **Wording** / Not Applicable

**Item 8. Retroactive Date**

24/09/2021

**Item 9. Notifications under this Policy**

Amy Hodkinson at [amy.hodkinson@insyncinsurance.co.uk](mailto: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 Practitioners**

1

**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
  - Chemical Peels Endorsement
  - Dermal Filler Endorsement
  - Acceptable General Beauty Treatments
  - Laser endorsement
- Medical practitioners Endorsement
  - Sunbed / UV Tanning Endorsement

# 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	
Up to 9 Sunbeds	Covered
Allergy Testing (Patch and Skin Prick Testing)	Covered
Application of branded third party skincare products	Covered
BB Glow	Covered
Bio Revitalisation	Covered
Brow Lamination	Covered
Carboxytherapy	Covered
Chemical Peels	Covered
Colon Hydrotherapy	Covered
Coolsulpt/Cryotherapy/Shockwaves/Cryotherapy	Covered
Cryolipolysis	Covered
Cryopen	Covered
Cryotherapy	Covered
Dental Blocks	Covered
Derma Pen	Covered
Derma Roller	Covered
Dermaplaning	Covered
Diathermy	Not Covered
Diet/Nutritional Advice	Covered
Distributor and product Trainer of Organic Skincare/Branded Third Party products	Not Covered
Dry Needling	Covered
Ear Syringing	Covered
E-Consultations	Covered
Electrolysis	Covered
Fat Dissolving Mesotherapy Injections (i.e. Aqualyx, Saxenda, Deso Face/ Deso Body)	Covered
First Aid - including Epipen	Covered
Foot Health	Covered
Foot Health Care	Covered
Galvanic Treatments	Covered
General Beauty Treatments	Covered
Hair Growth/Rejuvenation using low-level light therapy	Not Covered
HIFU excluding genitalia	Covered
Hii Pen, Hya pen and Hyalauron Pen	Covered
Holistic Therapy	Covered
Hopi Ear Candle	Covered

Hyperboost via Nappage	Covered
LED Light Therapy	Covered
Local Anaesthetic applications for Aesthetic Treatments	Covered
Medical Needling/Collagen Induction Therapy including the application of topical aesthetic cream	Covered
Mesotherapy, all treatments	Covered
Microdermabrasion and Hydradermabrasion	Covered
Nappage, all treatments	Covered
Non-Invasive Laser/Lipolysis Body Contouring procedures	Covered
Oral and Topical Homeopathic Remedies	Covered
Over the Counter Herbal and Nutritional Supplements	Covered
OxyJet Leo (non-intrusive concentrated oxygen pulse skin treatment)	Covered
Ozone Therapy	Covered
Pain relief topical numbing creams	Covered
Phlebotomy	Covered
Phototherapy	Covered
Platelet Rich Fibrin (PRF) for facial /Neck rejuvenation	Not Covered
Platelet Rich Plasma (PRP) for facial /Neck rejuvenation	Not Covered
PMP Bio Stimulation	Not Covered
Radio Frequency Treatments (excluding Genitalia)	Covered
Reiki	Covered
Sale of third party products	Not Covered
Sample taking via pin prick/swab/venepuncture only (Excludes any interpretation)	Not Covered
Shockwave Therapy	Covered
Steroid creams/injections to treat psoriasis, acne, eczema, onychomycosis and scarring only	Not Covered
Sugaring	Covered
Thread Vein Removal	Covered
Training Other professional in Band A treatments	Covered
Ultrasonic Cavitation	Covered
Ultrasound Rejuvenation (excluding genitalia)	Covered
Yoga	Covered
Other	Not Covered

<b>BAND C – Policy Excess GBP 1,250 Each and Every Claim</b>	
Laser – non surgical vulvo-vaginal rejuvenation	Covered
Laser (Ablative) /IPL Skin Types 1-6	Covered
Laser Hair Removal	Covered
Mona Lisa	Covered
Non-surgical treatments for nose and sinus allergies using U/V Phototherapy	Covered
Radio Frequency for Vaginal Treatments	Covered
Training Other professional in Band C treatments	Covered
Other	Not Covered

<b>BAND D – Policy Excess GBP 1,000 Each and Every Claim</b>	
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, Non-Surgical Rhinoplasty and scalp – Dr CJY Filler) excluding Devil Lip and Genitalia	Covered
Apido Forte	Not Covered
Aqualyx Injectables	Covered
Azzalure	Covered
Boccatore	Covered
Botulinum Toxin	Covered
Desoface/Desobody	Covered
Fraxin	Covered
Hyaluronidase/Hyalase	Covered
Hyperhydrosis	Covered
IM Injections	Covered
Intramuscular Vitamin Injections	Covered
Intravenous Vitamin Injections	Covered
IV Infusion Therapy and Vitamin B12/D Booster Injections including Biotin	Covered
Jalupro	Covered
Jalutox	Covered
Kiss and Doll	Covered
Lidocane/Lignocaine	Covered
Lipo Lab	Covered
Lipodissolve	Covered
Lipolax	Covered
Non-Invasive Brazilian Butt Lift (BBL)	Covered
Platysmal Bands	Covered
Profillo	Covered
Profound RF (Non Surgical face lift)	Covered
Prolozone	Covered
Revolax	Covered
Russian Lip	Covered
Skin boosters via micro-needling / IV / injections	Covered
Subcutaneous Injections of Homeopathic Remedies	Covered
Sunekos	Covered
Training Other professional in Band D treatments	Covered
Viscoderm Hydroboosters	Covered
Xela Rederm	Covered
Other	Not Covered



# 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.

# 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.

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.

# 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.

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:
  - 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.

All other terms and conditions of this Policy remain unchanged.

# 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 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](mailto: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 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.

# 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.

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.

## **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 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.

# 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 Analysis/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:

1. **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.

All other terms and conditions of this Policy remain unchanged.

# 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.

All other terms and conditions of this Policy remain unchanged.

# 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/m<sup>2</sup>);
    - 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/m<sup>2</sup>)
- 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.