

MEDICAL PROFESSIONAL LIABILITY (MEDICAL MALPRACTICE) & PUBLIC LIABILITY INSURANCE FOR INDIVIDUALS AND SMALL COMPANIES

The **Policy** wording, the **Schedule** and any **Endorsements** should be read as if they were one document and if they do not meet **Your** needs please contact **Your** broker or agent.

POLICY NUMBER: 0027976

This is to certify that, in consideration of the payment of the **Premium** specified herein, the **Insurer** is hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon.

Please read this Policy carefully

Authorised Signatory

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

Date: 28/09/2022



UPDATED SCHEDULE

Policy Number: 0027976

Name and Address of Insured: Miss Emily Spence

65 whittington hill, Chesterfield, s41 9ez

Business Name: Emily Spence TA Aumento Aesthetics

Period of Insurance:

From: 28/09/2022 To: 02/05/2023

Both days inclusive, local standard time, at the address of the

Insured.

Aggregate Limit of Indemnity: £2,000,000.00

Inclusive of Defence Costs and Legal Expenses.

Limit of Indemnity for Medical

Professional Liability:

£2,000,000.00

Each and every Claim for each and every claimant inclusive of

Defence Costs and Expenses

Limit of Indemnity for Public £2,000,000.00

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

Defence Costs and Expenses

Extension Sub-Limits 1.3 Loss of Documents GBP5,000

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

The **Limits of Indemnity** for Extensions 1.3 to 1.7 apply to each and every **Claim**, inclusive of **Defence Costs and Expenses**. These limits form part of and are not in addition to the overall

Aggregate Limit of Indemnity.



Excess: £1,000

The **Excess** shall apply to each and every **Claim** and each and every claimant, inclusive of **Defence Costs and Expenses** and except where a different sum is stated within an Insuring Clause,

Extension or Endorsement.

Premium: £332.50

Plus UK Insurance Premium Tax £39.90

Total Fees £50.00

Total Premium: £422.40

Your Profession: Aesthetic Practitioner (Medically Licensed)

Jurisdiction: The courts of England and Wales

Choice of Law: The laws of England and Wales

Territorial Limits: United Kingdom

Retroactive Date: 03/05/2022



Address for the notification of circumstances, Claims and court proceedings, and for submitting cancellation requests:

Insync Insurance Solutions Limited

9 Albany Park

Cabot Lane

Poole

Dorset

BH17 7BX

Tel: 01200 309 516

Email: claims@insyncinsurance.co.uk

Address for the general queries and cancellations:

Insync Insurance Solutions Limited

9 Albany Park

Cabot Lane

Poole

Dorset

BH17 7BX

Tel: 01200 309 516

Email: hello@insyncinsurance.co.uk

Insync Insurance Solutions Limited act as the agent of the Insurers under agreement number B10118F8900MMA201



MEDICAL PROFESSIONAL LIABILITY (MEDICAL MALPRACTICE)

& PUBLIC LIABILITY INSURANCE FOR INDIVIDUALS AND SMALL COMPANIES

ENDORSEMENT LIST

Policy Number: 0027976

Policy Period: 28/09/2022 to 02/05/2023

Advanced Botulinum Toxin Endorsement

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

- 1. Botulinum Toxin is prescribed by a Prescriber to **You** for the administration of Botulinum Toxin to the Individual receiving treatment.
- 2. a satisfactory in person assessment of the Individual receiving treatment is carried out by **You** and the Prescriber prior to Botulinum Toxin being prescribed.
- 3. Botulinum Toxin will be prescribed in person by the Prescriber to the Individual receiving treatment (for the avoidance of doubt this does not include Skype/remote prescribing and/or repeat prescriptions);
- You must ensure that Patient Information Sheet/s specific to the administration and risks of Botulinum Toxin are provided to the patient and discussed with them, that a related consent form is signed and dated by You and Your patient, prior to any treatment taking place and an After Care Sheet is provided to the patient after treatment.
- 4. **You** keep a record of the **Prescriber's** name and contact details, registration licence number, and details of the **Prescriber's** professional medical indemnity insurance cover.
- 5. **You** use the disposable needle only once; any leftover product is also appropriately disposed of and **You** dispose of the needle in a sharps bin or equivalent puncture proof disposal container.
- 6. You use ampoules for single use only and do not store the ampoule once opened.
- 7. **You** use **Your** best endeavours to prevent the injection of air into a blood vessel which may cause an air embolism by removing air from the hypodermic syringe by pointing upward, tapping it, and expelling a small amount of liquid before any injection.

It is also a condition precedent to the right to be indemnified under this Policy that any products and medicines must –

- i. be licensed and registered for use in humans,
- ii. where applicable be CE marked and/or comply with the European Cosmetics Regulation 1223/2009, the General Product Safety Regulations 2005 and/or any amendments, re-enactments or replacements thereto, and
- iii. in respect of medicine only, be administered to a patient in accordance with the prescription of an appropriate practitioner (as defined in the Medicines Act 1968 and/or any amendments, re-enactments or replacements thereto

Cover hereunder excludes any Claim/s arising from and/or relating to Botulinum Toxin:

i. provided to individuals planning on becoming pregnant, or who are pregnant and/or breast feeding;

ii. provided to individuals under the age of 18;

Cover hereunder also excludes any **Claim**/s arising from and/or relating to the on-selling or passing on of Botulinum Toxin to other practitioners.

Furthermore, cover hereunder also excludes the use of **Fraxin**™.

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

Advanced Dermal Filler Endorsement

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

- 1. You use Dermal Filler that carries a CE Mark;
- 2. You follow all instructions as issued by the manufacturer;
- 3. You ensure that Patient Information Sheet/s specific to the administration and risks of Dermal Filler are provided to the patient and discussed with them and that a related consent form is signed, dated by You and the Individual prior to any treatment taking place and an After Care Sheet is provided to the patient after treatment..
- 4. **You** keep a record of the treatment including the brand name of Dermal Filler, batch number, dosage, treatment site, follow up sessions, any adverse reactions, results and any other relevant information.
- 5. In the event of suspected tissue necrosis and/or vascular occlusion, treatment is not provided and/or immediately stopped and the individual is referred for urgent medical attention.
- 6. **You** use the disposable needle only once; any leftover product is also appropriately disposed of and **You** dispose of the needle in a sharps bin or equivalent puncture proof disposal container.
- 7. You use ampoules for single use only and do not store the ampoule once opened.
- 8. **You** use **Your** best endeavours to prevent the injection of air into a blood vessel which may cause an air embolism by removing air from the hypodermic syringe by pointing upward, tapping it, and expelling a small amount of liquid before an injection into the bloodstream.
- 9. **You** take photographs of the area to be treated both prior to- and after-treatment. These photographs must be retained by **You** for a minimum of 7 years.
- 10. **You** only use Teosyal Redensity II filler for use in tear trough treatments.

 It is also a condition precedent to the right to be indemnified under this **Policy** that any products and medicines must
 - · be licensed and registered for use in humans,
 - where applicable be CE marked and/or comply with the European Cosmetics Regulation 1223/2009, the General Product Safety Regulations 2005 and/or any amendments, re-enactments or replacements thereto, and
 - in respect of medicine only, be administered to a patient in accordance with the prescription of an appropriate practitioner (as defined in the Medicines Act 1968 and/or any amendments, re-enactments or replacements thereto

Cover hereunder excludes any **Claim**/s arising from and/or relating to Dermal Filler being provided to individuals:

- i. planning on/or becoming pregnant, are pregnant and/or breast feeding; and/or
- ii. under the age of 18

Cover hereunder also excludes any Claims arising from and/or relating to "Devil Lips/Octopus Lips" treatments.

Cover hereunder also excludes any Claims arising from and/or related to treatments using Radiesse.

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

Botulinum Toxin Endorsement

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

- 1. Botulinum Toxin is prescribed by a Prescriber to **You** for the administration of Botulinum Toxin to the Individual receiving treatment.
- 2. a satisfactory in person assessment of the Individual receiving treatment is carried out by **You** and the Prescriber prior to Botulinum Toxin being prescribed.
- 3. Botulinum Toxin will be prescribed in person by the Prescriber to the Individual receiving treatment (for the avoidance of doubt this does not include Skype/remote prescribing and/or repeat prescriptions);
- You must ensure that Patient Information Sheet/s specific to the administration and risks of Botulinum Toxin are
 provided to the patient and discussed with them, that a related consent form is signed and dated by You and Your
 patient, prior to any treatment taking place and an After Care Sheet is provided to the patient after treatment.
- 4. **You** keep a record of the **Prescriber's** name and contact details, registration licence number, and details of the **Prescriber's** professional medical indemnity insurance cover.
- 5. **You** use the disposable needle only once; any leftover product is also appropriately disposed of and **You** dispose of the needle in a sharps bin or equivalent puncture proof disposal container.
- 6. You use ampoules for single use only and do not store the ampoule once opened.
- 7. **You** use **Your** best endeavours to prevent the injection of air into a blood vessel which may cause an air embolism by removing air from the hypodermic syringe by pointing upward, tapping it, and expelling a small amount of liquid before any injection.

It is also a condition precedent to the right to be indemnified under this Policy that any products and medicines must –

- i. be licensed and registered for use in humans,
- ii. where applicable be CE marked and/or comply with the European Cosmetics Regulation 1223/2009, the General Product Safety Regulations 2005 and/or any amendments, re-enactments or replacements thereto, and
- iii. in respect of medicine only, be administered to a patient in accordance with the prescription of an appropriate practitioner (as defined in the Medicines Act 1968 and/or any amendments, re-enactments or replacements thereto...

Cover hereunder excludes any Claim/s arising from and/or relating to Botulinum Toxin:

- i. provided to individuals planning on becoming pregnant, or who are pregnant and/or breast feeding;
- ii. provided to individuals under the age of 18;

Cover hereunder also excludes any **Claim**/s arising from and/or relating to the on-selling or passing on of Botulinum Toxin to other practitioners.

Furthermore, cover hereunder also excludes the use of **Fraxin**™.

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

Dermal Filler Endorsement

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

- 1. You use Dermal Filler that carries a CE Mark;
- 2. **You** follow all instructions as issued by the manufacturer;
- 3. **You** ensure that Patient Information Sheet/s specific to the administration and risks of Dermal Filler are provided to the patient and discussed with them and that a related consent form is signed, dated by **You** and the Individual prior to any treatment taking place and an After Care Sheet is provided to the patient after treatment.
- 4. **You** keep a record of the treatment including the brand name of Dermal Filler, batch number, dosage, treatment site, follow up sessions, any adverse reactions, results and any other relevant information.
- 5. In the event of suspected tissue necrosis and/or vascular occlusion, treatment is not provided and/or immediately stopped and the individual is referred for urgent medical attention.
- 6. **You** use the disposable needle only once; any leftover product is also appropriately disposed of and **You** dispose of the needle in a sharps bin or equivalent puncture proof disposal container.
- 7. You use ampoules for single use only and do not store the ampoule once opened.
- 8. **You** use **Your** best endeavours to prevent the injection of air into a blood vessel which may cause an air embolism by removing air from the hypodermic syringe by pointing upward, tapping it, and expelling a small amount of liquid before an injection into the bloodstream.
- 9. **You** take photographs of the area to be treated both prior to- and after-treatment. These photographs must be retained by **You** for a minimum of 7 years.
- 10. **You** only use Teosyal Redensity II filler for use in tear trough treatments.

 It is also a condition precedent to the right to be indemnified under this **Policy** that any products and medicines must
 - be licensed and registered for use in humans,
 - where applicable be CE marked and/or comply with the European Cosmetics Regulation 1223/2009, the General Product Safety Regulations 2005 and/or any amendments, re-enactments or replacements thereto, and
 - in respect of medicine only, be administered to a patient in accordance with the prescription of an appropriate practitioner (as defined in the Medicines Act 1968 and/or any amendments, re-enactments or replacements thereto

Cover hereunder excludes any Claim/s arising from and/or relating to Dermal Filler being provided to individuals:

- i. planning on/or becoming pregnant, are pregnant and/or breast feeding; and/or
- ii. under the age of 18

Cover hereunder also excludes any Claims arising from and/or relating to "Devil Lips/Octopus Lips" treatments.

Cover hereunder also excludes any Claims arising from and/or related to treatments using Radiesse.

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

General Beauty Treatments Endorsement

Cover hereunder extends to the following General Beauty Treatments:

- i. aromatherapy;
- ii. body massage including Indian head, Swedish, hot stone and aromatherapy massage;
- iii. body wrapping;

- iv. cupping;
- v. electrical epilation and electrolysis;
- vi. electrical facial treatments including high frequency, galvanic, micro-current treatment, micro-dermabrasion, hydra-dermabrasion and vacuum suction;
- vii. eyelash and eyebrow tinting, shaping and perming;
- viii. facial massage and skincare;
- ix. facial peels with a glycolic acid level of less than 40%;
- x. false eyelash application;
- xi. Hopi-ear candles;
- xii. make-up and spray-on tan application;
- xiii. manicure and pedicure;
- xiv. nail extensions and treatments;
- xv. threading, waxing and sugaring.

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

Hyaluronidase / Hyalase Treatment Endorsement

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

- 1. Hyaluronidase / Hyalase is prescribed by a Prescriber to **You** for the administration of Hyaluronidase / Hyalase to the Individual receiving treatment;
- 2. Hyaluronidase / Hyalase will be prescribed in person by the Prescriber to the Individual receiving treatment (for the avoidance of doubt this does not include Skype/remote prescribing and/or repeat prescriptions);
- 3. An Intradermal Test (IDT) is performed, except when emergency treatment is required for, including but not limited to, vascular occlusion and/or necrosis, where a delay could result in further harm to the patient. Furthermore, a satisfactory in person assessment of the Individual receiving treatment is carried out by **You** and the Prescriber prior to being Hyaluronidase / Hyalase_prescribed;
- 4. If emergency treatment is provided, **You** should also seek emergency medical attention.
- 5. When an IDT is performed, **You** apply 20 units of the dissolving product in the forearm and wait for 30 minutes prior to providing Hyaluronidase/Hyalase Treatment. The treatment is not to proceed if the results of the patch test are not satisfactory. If there is an adverse reaction, then **We** will not be liable for any treatment subsequently carried out.
- 6. Patient Information Sheet/s specific to the treatment of dissolving dermal fillers are provided to the patient, a related consent form is signed and dated by **You** and **Your** patient prior to any treatment taking place and an After Care Sheet is provided to the patient after treatment.
- 7. Once treatment is carried out, **You** observe the patient for 60 minutes to ensure no reaction occurs. If a reaction does occur, the patient should be referred immediately for urgent medical attention.
- 8. **You** take photographs of the area to be treated both prior to- and after-treatment. These photographs must be retained by **You** for a minimum of 7 years.

It is also a condition precedent to the right to be indemnified under this **Policy** that any products and medicines must –

i. be licensed and registered for use in humans,

- ii. where applicable be CE marked and/or comply with the European Cosmetics Regulation 1223/2009, the General Product Safety Regulations 2005 and/or any amendments, re-enactments or replacements thereto, and
- iii. in respect of medicine only, be administered to a patient in accordance with the prescription of an appropriate practitioner (as defined in the Medicines Act 1968 and/or any amendments, re-enactments or replacements thereto

Cover hereunder excludes any Claim/s arising from and/or relating to Hyaluronidase/Hyalase treatments:

- i. provided to individuals planning on becoming pregnant, or who are pregnant and/or breast feeding;
- ii. provided on patients with an allergy to bee venom;
- iii. provided to individuals under the age of 18;

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

Skin Booster Endorsement

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

- 1. follow all instructions as issued by the manufacturer;
- 2. ensure that Patient Information Sheet/s specific to the administration and risks are provided to the patient and discussed with them, that a related consent form is signed and dated by **You** and the Individual prior to any treatment taking place and an After Care Sheet has been provided to the patient after treatment.
- 3. keep a record of the treatment including batch number, dosage, treatment site(s), follow up sessions, any adverse reactions, results and any other relevant information.
- 4. do not provide treatment and/or treatment is immediately stopped in the event of suspected tissue necrosis and/or vascular occlusion. **You** must ensure the individual is referred for urgent medical attention.
- 5. administer this treatment by injection only.
- 6. use the disposable needle only once, any leftover product is also appropriately disposed of and **You** dispose of the needle in a sharps bin or equivalent puncture proof disposal container.
- 7. use ampoules for single use only and do not store the ampoule once opened.
- 8. use **Your** best endeavours to prevent the injection of air into a blood vessel which may cause an air embolism by removing air from the hypodermic syringe by pointing upward, tapping it, and expelling a small amount of liquid before an injection into the bloodstream.
- 9. take photographs of the area to be treated both prior to- and after-treatment. These photographs must be retained by **You** for a minimum of 7 years.

It is also a condition precedent to the right to be indemnified under this **Policy** that any products and medicines must –

- i. be licensed and registered for use in humans,
- ii. where applicable be CE marked and/or comply with the European Cosmetics Regulation 1223/2009, the General Product Safety Regulations 2005 and/or any amendments, re-enactments or replacements thereto, and
- iii. in respect of medicine only, be administered to a patient in accordance with the prescription of an appropriate practitioner (as defined in the Medicines Act 1968 and/or any amendments, re-enactments or replacements thereto.

Cover hereunder excludes any **Claim**/s arising from and/or relating to treatment:

- i. provided to individuals planning on becoming pregnant, or who are pregnant and/or breast feeding;
- ii. provided to individuals under the age of 18

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

Skin Booster Endorsement

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

- 1. follow all instructions as issued by the manufacturer;
- 2. ensure that Patient Information Sheet/s specific to the administration and risks are provided to the patient and discussed with them, that a related consent form is signed and dated by **You** and the Individual prior to any treatment taking place and an After Care Sheet has been provided to the patient after treatment.
- 3. keep a record of the treatment including batch number, dosage, treatment site(s), follow up sessions, any adverse reactions, results and any other relevant information.
- 4. do not provide treatment and/or treatment is immediately stopped in the event of suspected tissue necrosis and/or vascular occlusion. **You** must ensure the individual is referred for urgent medical attention.
- 5. administer this treatment by injection only.
- 6. use the disposable needle only once, any leftover product is also appropriately disposed of and **You** dispose of the needle in a sharps bin or equivalent puncture proof disposal container.
- 7. use ampoules for single use only and do not store the ampoule once opened.
- 8. use **Your** best endeavours to prevent the injection of air into a blood vessel which may cause an air embolism by removing air from the hypodermic syringe by pointing upward, tapping it, and expelling a small amount of liquid before an injection into the bloodstream.
- 9. take photographs of the area to be treated both prior to- and after-treatment. These photographs must be retained by **You** for a minimum of 7 years.

It is also a condition precedent to the right to be indemnified under this **Policy** that any products and medicines must –

- i. be licensed and registered for use in humans,
- ii. where applicable be CE marked and/or comply with the European Cosmetics Regulation 1223/2009, the General Product Safety Regulations 2005 and/or any amendments, re-enactments or replacements thereto, and
- iii. in respect of medicine only, be administered to a patient in accordance with the prescription of an appropriate practitioner (as defined in the Medicines Act 1968 and/or any amendments, re-enactments or replacements thereto.

Cover hereunder excludes any **Claim**/s arising from and/or relating to treatment:

- i. provided to individuals planning on becoming pregnant, or who are pregnant and/or breast feeding;
- ii. provided to individuals under the age of 18

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