

Certificate of Medical Malpractice Cover

Caselli Limited

We act as Insurance Brokers for the above practitioner and we hereby certify that the following insurances are in force:

Insurer:	Accelerant
Policy Number:	ACC-MM-22-10-025
Type of Insurance:	Medical Malpractice
Limit of Indemnity:	5 Million
Treatments:	<ul style="list-style-type: none">• Botulinum Toxin• Dermal Fillers incl Hydroboosters & Skin Boosters – Excluding Genital Areas and Buttocks• Hyaluronidase• IV Drips, IM / Vitamin Booster Injections (excluding contraception)• Mesotherapy excluding PPC (non-medics covered up to 4mm)• Phlebotomy• Fat Dissolving injections ** Full list of the Acceptable Treatments are noted on Endorsement Ref 015**
Period of Cover:	08/06/2023 To 09/10/2023

Coverholder at **LLOYD'S**

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





Issued by Harriet Carson


On behalf of Cosmetic Insure

Coverholder at **LLOYD'S**

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 0345 600 8288 (Phone)
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 www.cosmeticinsure.com
sales@cosmeticinsure.com

 Park House, Grosvenor Park Road
Chester, CH1 1QQ

Insured:	Caselli Limited		
Attaching to Policy Number:	ACC-MM-22-10-025		
With Effect From:	08/06/2023	to	09/10/2023
	(Both dates inclusive of GMT)		

Ref 02

Specified Aesthetic Conditions

It is understood and agreed that the following general conditions are added to this Policy.

Batch Numbers

The Insured must at all times:

1. maintain accurate descriptive records of all Healthcare Treatments rendered, including any equipment used and the batch numbers of products used or injected.
2. keep such records on file for a period of at least ten (10) years (or, if longer, as per industry standard) from the date of the Healthcare Treatment in question or, in the case of a minor, from the age of majority; and
3. make available such records for inspection and use by the Insurer or its duly appointed representatives, upon request.

Photographs requirement

The Insured must, at all times ensure that photographs are taken of the patient both prior to and after injectable or thread treatments and such photographs should be held on the patient's file for a period of ten (10) years (or, if longer, as per industry standard) from the date of treatment.

All other terms and conditions of the Policy remain the same.

AccelerantEndorsements

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Ref 03

Public and products liability extension

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

Products liability

Any legal liability arising from any goods or product supplied to others by you as a direct result of your business after it has left your custody or control which were sold, supplied, distributed, serviced, repaired, installed, erected, altered, cleaned or treated by you but excluding your construction, installation and or manufacture of any product, or any product designed, specified or formulated by you, unless specifically referred to in this endorsement.

Cover excludes products liability in relation to Cosmetic Injectables.

Public liability

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

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

Property damage

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

Fines and Penalties

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

Employees

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

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

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

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- a. malpractice;
- b. negligence or breach of a duty of care; and
- c. public liability or products liability.

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

4.20 Prosecution defence costs

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

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

But cover under this extension excludes;

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

The following statutory provisions apply only to this extension;

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

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

5.7 Supply of Goods

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

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

- a. the relabelling of any product;
- b. the blending of aromatherapy oils;

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

The following are added to Section 5: Exclusions:

5.35 Property damage

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

- a. any vehicles or personal effects belonging to employees or visitors whilst on your premises;
- b. premises, fixtures and fittings including the contents therein, which are not owned or rented by you, where you are temporarily performing your business;
- c. premises fixtures and fittings rented to you, for loss or damage not insured under property insurance policies and for which you would not be liable other than by lease or other agreement;
- d. loss of documents, as described under section 4.9 Loss of documents.

5.36 Product repair or replacement

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

5.37 Occupiers' liability

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

Section 7: General Conditions is amended as follows;

7.4 Excess

The excess in respect of claims arising under sections 3.1. (a) and (b) is as stated in the schedule. However, the excess in respect of claims arising under the Public and Products Liability Extension is £250 per claim.

The following is added to Section 7: General Conditions;

7.9 Products

AccelerantEndorsements

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

7.10 Reasonable precautions

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

In all other respects the policy remains unaltered

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Ref 04

Specified items all risks extension endorsement

The insurance under this **Policy** is extended as follows

Specified Items All Risks Extension

Subject to the terms below, in the event of Damage to the Property Insured occurring during the Policy Period and within the Coverage Territory, the Insurer will indemnify the Insured against such Damage at its option by payment or by repair, reinstatement or replacement of such Property Insured.

Extension Limits & Excess

In no circumstances will the liability of the Insurer under this Extension exceed in respect of each item of the Insured Property the Sum Insured thereon as specified in the Schedule below or the intrinsic value thereof, whichever is the lesser, or in respect of all Insured Property the Extension Aggregate Limit specified in the Schedule below. In addition, the cover under this Extension will be subject to and reduce the Policy Aggregate Limit specified in Item 5 of the Schedule.

Further, the cover under this Extension will be subject to the Excess specified in the Schedule below. The Excess is the first amount under this Extension which must be retained by the Insured, for which the Insurer is not liable and in excess of which the cover under this Extension applies.

Extension Exclusions

The following exclusions will apply to this Extension.

This Extension does not cover and the Insurer will not indemnify or be liable to the Insured under this Extension in respect of:

1. Damage caused by
 - a. wear and tear, moth, vermin, atmospheric or climatic conditions or any gradually operating cause;
 - b. alterations, maintenance, repairs, or any process of cleaning or restoring;
 - c. delay, confiscation or detention by order of any government or public authority;
 - d. counterfeit, substitute or foreign coins;
 - e. mechanical or electrical breakdown or derangement;
2. breakage of electrical valves, bulbs or tubes unless forming part of the Property Insured and fixed therein and happening as the result of Damage to such Property Insured;
3. the contents of machines unless such contents are shown in the Schedule below;
4. depreciation, contamination, consequential loss or consequential Damage of any kind or description;
5. Damage consequent upon any person obtaining any Property Insured by deception;
6. Damage or unexplained shortages to the Property Insured from any unattended vehicle owned or operated by the Insured, unless, at the time of such Damage or unexplained shortage,
 - a. all doors, windows and other means of access have been securely fastened and locked and any alarm or immobiliser switched on and made fully operational and all keys to doors, ignition or other services removed;

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- b. between the hours of 8pm to 6am, the vehicle is in a securely locked building of substantial construction or placed in a compound which has secure walls or fences and securely locked gates or in a guarded security park; and
- c. the Property Insured is concealed from view in the luggage compartment.

In addition, the following exclusions in Section 5 of this Policy will also apply to this Extension:

1. Exclusion 5.18, Asbestos;
2. Exclusion 5.24, Punitive Damages, Fines & Penalties;
3. Exclusion 5.15, Nuclear; and
4. Exclusion 5.34, Terrorism, War and Weapons of Mass Destruction (WMD).

Extension Conditions

In addition to the applicable conditions in Section 7 of this Policy, the following conditions will apply to this Extension.

The Sum Insured for each item under this Extension is declared to be separately subject to Average.

Whenever a Sum Insured is declared to be subject to Average if such sum will at the commencement of any Damage be less than the value of the property covered within such Sum Insured, the amount payable by the Insurer in respect of such Damage will be proportionately reduced.

Extension Definitions

As used herein:

Damage means sudden, accidental and direct physical loss, destruction or damage.

Property Insured means the property [used for the Insured's Business] described as the Property Insured in the Schedule below.

Sum Insured means the sum specified as the Sum Insured in the Schedule below.

All other defined terms have the meaning given to them in Section 1 of this Policy.

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SCHEDULE

1.	Property Insured	Medical Kit
2.	Sum Insured:	GBP 150.00 each item
3.	Extension Aggregate:	GBP 1500.00 in the aggregate Further subject to the Policy Aggregate Limit
4.	Extension Excess	GBP 50.00 Claim
5.	Property Insured	Business machinery and computers including tablets when used as part of the Insured's Business
6.	Sum Insured:	GBP 500.00 each item
7.	Extension Aggregate:	GBP 1500.00 in the aggregate Further subject to the Policy Aggregate Limit
8.	Extension Excess	GBP 150.00 Claim

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Ref 05

Additional Extensions of Cover:

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

4.1 Breach of confidentiality

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

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

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

Court attendance costs

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

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

Representation costs

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

In all other respects the policy remains unaltered.

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Ref 11

Dermal Filler Products:

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

All CE Marked Dermal Filler Products sourced from a reputable supplier for which there is right of recourse against the manufacturer. Products liability cover is excluded

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Ref 15

Approved Fat Dissolving Injections:

1. *Adipo Forte*
2. *Aqualyx*
3. *Celluform*
4. *Cincelar Plus*
5. *DesoBody/ DesoFace*
6. *Infini Lipomax*
7. *Kybella*
8. *Lipostabil*
9. *Pluryal*

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Insured:	Caselli Limited		
Attaching to and forming part of Policy Number:	ACC-MM-22-10-025		
With Effect From:	08/06/2023	to	10/10/2023
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Practitioner:	WENDY GIBSON
Title:	NURSE
Type Of Cover:	REQUIRED

Activities Covered

Procedures:	Products:	Excess £
Botulinum Toxin		Nil
Dermal Fillers incl Hydroboosters & Skin Boosters – Excluding Genital Areas and Buttocks		Nil
Hyaluronidase		Nil
IV Drips, IM / Vitamin Booster Injections (excluding contraception)		250.00
Mesotherapy excluding PPC (non-medics covered up to 4mm)		Nil
Phlebotomy		Nil
Fat Dissolving injections ** Full list of the Acceptable Treatments are noted on Endorsement Ref 015**		250.00



Item 1:	Policy Number: ACC-MM-22-10-025
Item 2 :	Name and Address of Company: Caselli Limited 26-28 Union street Rosehearty Fraserburgh AB43 7JQ
Item 3:	Policy Period: From:08-Jun-2023 to 09-Oct-2023
Item 4:	Business Description: Aesthetic Practitioner. Refer to attached policy endorsement(s) for Treatment(s) provided under this policy.
Item 5:	Limit of Indemnity: £5,000,000 Each and every claim and in aggregate (including defence costs)
Item 6:	Excess: As detailed in attached policy Statement of Fact.
Item 7:	Premium: £ .00 Plus 12.0% UK IPT
Item 8:	Date of Proposal: This Insurance is based on the information supplied on Thursday, 08 June 2023
Item 9:	Retro Active Date: 10-Oct-2018
Item 10:	Geographical Limits: United Kingdom, Channel Islands and Isle of Man





Item 11:	<p>Applicable Courts:</p> <p>United Kingdom, Channel Islands and Isle of Man</p>
Item 12:	<p>Extensions of Cover (included within, and not in addition to, the Limit of Indemnity):</p> <p>Free run off cover for 5 years in respect of death, maternity, retirement and permanent disability.</p> <p>Public and Products Liability - £ 250,000</p> <p>Employers Liability - Not Included</p> <p>PR expenses - £50,000</p> <p>Credentialing, advocacy and advice - £50,000</p> <p>Breach of confidentiality (excluding cyber liability) - £50,000</p> <p>Intellectual property – £50,000</p> <p>Coroners inquests – up to the full limit of indemnity</p> <p>Court attendance costs - £100/day for employees and £250/day for directors up to a maximum £25,000 any one period of insurance</p> <p>Defamation – £50,000</p> <p>Dishonesty of employees- £25,000</p> <p>Loss of documents - £50,000</p> <p>Representation costs – £50,000</p> <p>Medico-legal helpline – up to one hour complimentary access per policy period</p>
Item 13:	<p>Policy Wording:</p> <p>Cosmetic Insure Medical Malpractice Wording C/INS V2</p>
Item 14:	<p>Address for Notification of Claims:</p> <p>Red Insure LTD Park House Grosvenor Park Road Chester CH1 1QQ</p>





Item 15:	Endorsements and Exclusions: Absolute Abuse Exclusion AIDS and Hepatitis Exclusion Use of Instruments Warranty (please refer to wording for all others)
Item 16:	Additional Insureds: Not applicable
Item 17:	Insurers: Accelerant Insurance (Europe) SA

Important Information: This Insurance is effected with Accelerant Insurance (Europe) SA through Cosmetic Insure, a trading style of Red Insure Ltd
Park House, Grosvenor Park Road, Chester, Cheshire CH1 1QQ in accordance with the Delegated Authority Agreement granted under the Unique Reference No ABE2200015 to Red Insure Ltd trading as Cosmetic Insure.

This schedule has been signed and dated:

Date schedule produced *Thursday, 08 June 2023*

Authorised signatory for Cosmetic Insure on line signature: _____

A handwritten signature in dark ink, appearing to read 'J. Lewis', written over a horizontal line.

