

# 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:** 0056683

**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**  
Charlotte Hoyland  
Charlotte Hoyland T/A Kiss Me Cosmetics

**Address**  
457 Poole Road,  
Branksome,  
Poole,  
BH12 1DH,  
United Kingdom

**Item 2.           Policy Period**  
  
From: 18/02/2023  
  
To: 17/02/2024

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>	
Gross Premium	£911.25
Insurance Premium Tax at 12%:	£109.35
Policy fees	£50.00
<b>Total payable</b>	<b>£1070.60</b>

**Item 7. Extended Reporting Period**

As per **Wording** / Not Applicable

**Item 8. Retroactive Date**

18/02/2020

**Item 9. Notifications under this Policy**

Amy Hodgkinson 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 Medical Practitioners**

0

**Item 15. Additional Other Staff**

Not Applicable

**Item 16. Jurisdictional Limits (countries where the claim is first made against the Insured)**

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

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

<b>BAND B – Policy Excess GBP 500 Each and Every Claim</b>	
10+ Sunbeds	Not Covered
Bio Fillers	Not Covered
Carbon Facial	Not Covered
CO2 Laser	Not Covered
Collagen Induction Therapy	Not Covered
Emsculpt	Not Covered
Fractora and Fractional Skin Resurfacing (Radiofrequency)	Not Covered
Fraxis	Not Covered
Glutanex	Not Covered
Laser (Non Ablative)	Not Covered
Microchanneling	Not Covered
Micro-needling	Not Covered
Micropigmentation/Microblading and SPMU including the use of topical adrenaline during the application of this treatment.	Covered
Microsclerotherapy	Not Covered
Needleshaping	Not 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	Not Covered
Non-Invasive Blepharoplasty	Not Covered
Non-invasive Blepharoplasty using Plasma Technology	Not Covered
Ozone Rectal Insufflation and Ozone Steam Sauna	Not Covered
Piercing	Not Covered
Plasma Pen	Not Covered
Plasma Shower	Not Covered
PlasmaBlast (Fibroblast)	Not Covered
Platelet Rich Plasma (PRP) for Scalp Hair Restoration	Not Covered
Plexr	Not Covered
Scalp Micropigmentation/Tricopigmentation including the use of topical adrenaline during the application of this treatment	Not Covered
Sclerotherapy	Not Covered
Super Hair Removal	Not Covered
Tattoo	Not Covered
Tattoo Lightening	Not Covered
Tattoo Removal - Laser	Not Covered
Tattoo Removal - Non Laser	Not Covered
Thread lifting (Dissolvable - including PDO/Silhouette Soft/COG/Mono)	Not Covered
Training Other professional in Band B treatments	Covered
Ultrasound Rejuvenation (including genitalia)	Not Covered
Other	

<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	Not Covered
Azzalure	Not Covered
Boccatore	Not Covered
Botulinum Toxin	Covered
Desoface/Desobody	Not Covered
Fraxin	Covered
Hyaluronidase/Hyalase	Covered
Hyperhydrosis	Not Covered
IM Injections	Not Covered
Intramuscular Vitamin Injections	Not Covered
Intravenous Vitamin Injections	Not Covered
IV Infusion Therapy and Vitamin B12/D Booster Injections including Biotin	Covered
Jalupro	Not Covered
Jalutox	Not Covered
Kiss and Doll	Not Covered
Lidocane/Lignocaine	Not Covered
Lipo Lab	Not Covered
Lipodissolve	Not Covered
Lipolax	Not Covered
Non-Invasive Brazilian Butt Lift (BBL)	Covered
Platysmal Bands	Not Covered
Profilo	Not Covered
Profound RF (Non Surgical face lift)	Not Covered
Prolozone	Not Covered
Revolax	Not Covered
Russian Lip	Not Covered
Skin boosters via micro-needling / IV / injections	Not Covered
Subcutaneous Injections of Homeopathic Remedies	Not Covered
Sunekos	Not Covered
Training Other professional in Band D treatments	Covered
Viscoderm Hydroboosters	Not Covered
Xela Rederm	Not 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 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.

# 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:
  5. 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 two years 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.



# Dermal 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.

# 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.

