



## Foreveryoung ne Ltd

**Policy number: 15135050**

**Insurer: Newline Insurance Company Limited**

**Your documents include:**

**Policy schedule**

**Statement of fact**

**Summary of cover**

**Policy wording**

**Certificates**



## Policy schedule

**Policy Number:** 15135050

**The Insured:** Foreveryoung ne Ltd

**Additional Insured:** None

**Address:** 28 Moor Park  
Nunthorpe  
Middlesbrough  
TS7 0JJ

**Period of Insurance:**

From: 12 July 2023

To: 11 July 2024

both days inclusive

**Premium:** GBP 990.00

**Applicable Taxes:** GBP 118.80

**Total Amount Payable:** GBP 1,108.80

**Payment Terms:** This Policy could be cancelled if the premium is not paid within the terms and conditions contained within the General Conditions of the wording

**Signed by PolicyBee Ltd on behalf of Insurers as noted in each applicable Section.**

**Iain Hatfield**  
12 July 2023



## Policy schedule

### 1 - Medical Malpractice Liability

**Limit of Liability:** GBP 500,000

### 2 - Public Liability and Products Liability

**Limit of Liability:** GBP 1,000,000

### Applicable to all sections

**Basis of Limit:** In the aggregate per section inclusive of **Defence costs**

**Excess:**

Beauty Therapy	GBP 0
Advanced Beauty Therapy	GBP 0
Aesthetics Treatments	GBP 1,500
Injectables	GBP 500
Public Liability	GBP 250
Products Liability	GBP 250

**Basis of Excess:** Each and every claim, inclusive of **Defence costs**

**Written Line:** 100%

**Territorial Limits:** United Kingdom

**Jurisdictional Limits:** United Kingdom

**Governing Law and Jurisdiction:** England and Wales

**Retroactive Date:** 12 July 2023

**The Underwriters:** Newline Insurance Company Limited

**Binding Authority attaching to:** B1519MED22001

**Wording:** PolicyBee Combined Medical Malpractice Public and Products Liability Insurance (11\_21) v1.2



## Policy schedule

### Endorsements

#### For your whole policy:

##### 1000.1: Your broker: PolicyBee

Your policy is administered and issued by your broker, PolicyBee. Contact them if you need to change your policy, ask a question, or if you think you have a claim.

You can call: 0345 222 5360, email: [contactus@policybee.co.uk](mailto:contactus@policybee.co.uk), or write to: 14 Brightwell Barns, Waldringfield Road, Brightwell, IP10 0BJ.



## Statement of fact

It is important that the insured reads this statement of fact carefully and checks that all of the information is true, accurate and complete. Please be aware that some of the information contained within the statement of fact may have been assumed by the **Insurer**.

The **Insured** must let us know:

1. If any of the **Insured's** figures for the forthcoming year exceed any of the declared figures stated below;
2. If any of the statements in the Statement of fact are no longer true, accurate and complete;
3. If any other alteration has taken place which materially affects the risk in accordance with Clause 6.8 in the policy wording.

If the Insured does not let us know any of the above this could affect the validity of the policy and the insurer's ability to pay a claim.

Category	Declared figure
Turnover	£100,000 GBP

Statement of fact question	The insured's answer
Are you a sole trader / sole practitioner?	Yes
Is all your work undertaken within the UK?	Yes
Do you keep client records, including details of services provided, for at least ten years?	Yes
Are photographs taken before and after treatment in respect of a; botulinum toxin and dermal filler treatments to the head and neck and b; all laser treatments, other than where the treatment area is the genitalia?	Yes
Are you qualified and/or certified to perform each of the treatments you offer?	Yes
Do you hold a NVQ level 3 in beauty therapy or equivalent?	Yes
Have you completed a training course in Dermal Fillers which included a face to face practical assessment of your competency?	Yes
Have you completed a training course in Botulinum Toxin which included a face to face practical assessment of your competency?	Yes
Do you only undertake Botulinum Toxin treatments where a practitioner, with a licence to prescribe in the UK, prescribes the product following a visual consultation and informed consent process with the patient?	Yes
Do you always undertake skin patch tests where recommended by the manufacturer of any product used and before any treatment?	Yes



## Statement of fact

Have you got a process in place to regularly check and update your COVID-19 procedures in line with the frequent changes to the COVID-19 guidance issued by Public Health England, or any other local or national health authority or advisory body authorised to provide public health guidance?	Yes
Prior to removing any human tissue, mole, tag, tumour or other form of human growth or cell, as part of any treatment, do you: obtain written consent from a qualified and UK licensed medical practitioner, that the relevant treatment area is non cancerous. Do you retain this documentation with a patient's record? Please note that your policy contains a coverage exclusion in the event that written consent is not documented.	Yes
Have you carried out a detailed risk assessment for your business to identify and minimise the risks posed by Covid-19 by implementing required changes?	Yes
Do you sell or supply any products? (this does not include any products used or applied during the course of a treatment)	No
Are you aware of any incident, any injury or illness to a patient or escalating complaint that could lead to you needing to make a claim on this insurance?	No
Have you or any of your directors or partners: <ul style="list-style-type: none"><li>• In the past 10 years, been declared bankrupt or insolvent either in a personal capacity or in connection with a business liability;</li><li>• Been disqualified from acting as a director of a limited company or member of a limited liability partnership;</li><li>• Been convicted of, or charged with, a criminal offence other than a conviction spent under the Rehabilitation of Offenders Act 1974;</li><li>• Had an insurance policy cancelled by the insurer;</li><li>• Ever suffered any claim or loss that would fall within the scope of this insurance?</li></ul>	No
Have you, or any of your staff or persons engaged by your business, ever offered, or currently offer, services to any of the following: <ul style="list-style-type: none"><li>• Celebrities;</li><li>• High Profile Individuals; or</li><li>• Persons who generate income from social media platforms or applications.</li></ul>	No



## Statement of fact

If during the policy period the **Insured** begins providing additional treatments, which are not listed as a selected treatment below, cover is automatically provided for these treatments until the policy renewal date as long as the **Insured** is already covered for treatments within the same category.

Treatment category	Covered?
Beauty Therapy	No
Advanced Beauty Therapy	No
Aesthetics Treatments	Yes
Injectables	Yes



## Statement of fact

Treatments	Selected treatment?
<b>Beauty Therapy</b>	
Application of branded third party skin care products, Temporary hair removal and bleaching, Nail extensions and treatments, False eyelash application, Massage, Makeup and spray on tan application, Body wrapping, Ear and body piercing excluding genitals, Electrolysis for hair removal and thread veins, Hairdressing and barbering, Chemical Peels up to 40% acid strength, LED light therapy and phototherapy, Allergy Testing (patch and skin prick testing)	No
The provision of training to other practitioners for treatments in this category	No
<b>Advanced Beauty Therapy</b>	
Microblading, Dermablading, Dermaplaning, Micordermabrasion, Hydradermabrasion, Hydrafacial, Micro-pigmentation, Electrical facial treatments, Ultrasound treatments for aesthetic purposes, Radiofrequency, Microneedling device, BB Glow mesotherapy, Cryopen, Cryolipolysis, cryotherapy for aesthetic purposes, Colonic hydrotherapy, Mesotherapy device, HIFU, No needle hyaluronic acid dermal fillers, PRP, Local anesthetic applications for aesthetic treatments, Mesotherapy nappage, Phlebectomy, Carboxytherapy	No
The provision of training to other practitioners for treatments in this category	No
<b>Aesthetics Treatments</b>	
IPL/Non ablative laser	No
PDO threads	Yes
Superficial Plasma treatments	No
Removal of non-cancerous Moles/skin tags/Cysts/wart/milia, Campbell de Morgan spots, Verrucas, Toe nail fungus, Superficial Vascular Lesions, Keloid scars, Lentigo, Seborrhic/Actinic Keratoses, Dermatofibromas and Lipomas	No
Sclerotherapy / Microsclerotherapy	No
Fractional radofrequency via microneedling (including but not limited to Fractora, Morpheus 8, ProfoundRF)	No
Carbon facial	No
The provision of training to other practitioners for treatments in this category	No
<b>Injectables</b>	
Botulinium Toxin	Yes
Dermal Fillers - non permanent	Yes
Skin Boosters (including but not limited to Profhilo, Sunekos, Viscoderm Hydroboosters)	Yes
Hyaluronidase/Hyalase	Yes
Vitamin infusions and injections	No
Aqualyx	No
The provision of training to other practitioners for treatments in this category	No





## Summary of cover

### Combined medical malpractice, public and products liability



This is a summary of the key information about your insurance. It does not form part of the policy wording, or contain the full details of the contract. Please refer to the policy wording for further information.

**Your insurance is provided by:** Newline Insurance Company Limited

**Policy wording:** PolicyBee Combined Medical Malpractice Public and Products Liability Insurance (11\_21) v1.2

### Medical malpractice cover

Medical malpractice insurance covers you for compensation you have to pay to your patients for bodily or mental injury or death as a result of a negligent act, error or omission by you.

Medical malpractice is a 'claims made' cover. This means cover must be in place when a claim is notified. You cannot make a claim if the policy has lapsed or been cancelled - even if the incident that gives rise to the claim occurred whilst the policy was in force.

### What are you covered for?

- bodily or mental injury or death as a result of a negligent act, error or omission by you
- unintentional libel or slander
- accidental breach of professional confidentiality (up to £50,000)
- destruction, damage, loss or theft of documents belonging to you, or in your custody (up to £50,000)
- legal costs for disciplinary proceedings brought by your professional body (up to £50,000)
- loss of reputation arising directly from a claim (up to £25,000)
- financial loss arising from a negligent act, error or omission (up to £150,00)

### What's not covered?

- bodily or mental injury or death which is **not** as a result of a negligent act, error or omission by you
- property damage
- any retail sale or supply of any goods or products
- any libel or slander committed against professional adversaries or business competitors
- any journal, publication, communication or contribution to the press or media
- destruction, damage, loss or theft of documents due to wear & tear, vermin, mould, mildew or any other gradual operating cause
- work outside of the United Kingdom & claims made against you that aren't under the laws of the United Kingdom
- genital work (unless declared and listed in the schedule)
- treatments on minors (unless declared and listed in the schedule)

### Important conditions

- anyone performing any kind of treatment must have completed a certified training qualification in that treatment
- you must ensure that you maintain CQC registration where this is required to perform a particular treatment
- you must take all reasonable steps to ensure that photographs of patients are taken both before and after treatments
- all products and devices used must comply with the relevant health, safety and environmental protection legislation
- you must at all times maintain accurate and descriptive records of your treatments

## **Public liability cover**

Public liability insurance covers you when you have to pay compensation to any third-party for accidental injury to them or damage to their property as a result of your business activities.

Public liability is a 'claims occurring' cover. This means the policy will only respond to claims arising from incidents and accidents that occur within the policy period.

### **What are you covered for?**

- compensation to any third-party for accidental injury to them or damage to their property as a result of your business activities

### **What's not covered?**

- any malpractice
- any libel, slander or defamation, breach of confidentiality or loss of reputation
- any property damage to property owned by you, leased or rented by you, or in your care, custody or control (other than property of any employees and/or visitors)
- any goods or products (other than food or drink for consumption on the Insured's premises).
- Claims arising from or in connection with COVID-19 or SARS-CoV-2
- work outside of the United Kingdom and claims made against you that aren't under the laws of the United Kingdom

## **Products liability cover**

Products liability insurance covers you when you have to pay compensation to any third-party for accidental injury to them or damage to their property as a result of a product your business has sold or supplied.

Products liability is a 'claims occurring' cover. This means the policy will only respond to claims arising from incidents and accidents that occur within the policy period.

### **What are you covered for?**

- compensation to any third-party for accidental injury to them or damage to their property as a result of a product your business has sold or supplied, provided that:
  - the products are made entirely in, or sourced from a supplier based in, the European Union
  - you've taken all reasonable steps to ensure the products comply with European Union health & safety standards
  - you've kept a copy of the contract or proof of sale

### **What's not covered?**

- any malpractice
- any libel, slander or defamation, breach of confidentiality or loss of reputation
- any property damage to property owned by you, leased or rented by you, or in your care, custody or control
- any property damage to goods or products or contract work
- work outside of the United Kingdom & claims made against you that aren't under the laws of the United Kingdom

**PLEASE REVIEW YOUR POLICY DOCUMENT FOR THE FULL TERMS AND CONDITIONS**



## PolicyBee Combined Medical Malpractice, Public and Products Liability Insurance

### IMPORTANT NOTICE

In consideration of the payment of the premium by the **Insured** the **Insurer** shall, subject to the terms, conditions, limitations, exclusions and any endorsement(s) of this **Policy**, provide the insurance detailed in this **Policy**.

**Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, conditions, limitations, exclusions and any endorsement(s).**  
**The insurance broker or other intermediary who arranged this Policy should be contacted immediately if any correction is necessary.**  
**This Policy is provided on a "Claims-Made" Basis.**

### Who We Are

PolicyBee Ltd is authorised and regulated by the Financial Conduct Authority (FCA) under firm reference no 945969. PolicyBee Ltd is registered in England with company number 07421216.

Newline Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### **COMPLAINTS NOTICE**

If you have any questions or concerns about this insurance or the handling of a claim you should, in the first instance, contact Newline Insurance Company Limited's Head of Compliance at the following address:

Newline Insurance Company Limited  
1 Fen Court  
London  
EC3M 5BN

Tel: + 44 (0)20 7090 1700 (request the Head of Compliance)  
Fax: +44 (0)20 7090 1701  
E-mail: [complaintsofficer@newlinegroup.com](mailto:complaintsofficer@newlinegroup.com)

If you are not satisfied with the way a complaint has been dealt with, you may be able to request that the Financial Ombudsman Service (the "FOS") review your case. Further details are available in Newline Insurance Company Limited's Complaints Policy, a copy of which is available on request.

### **HOW TO MAKE A CLAIM**

Notice to the **Insurer** shall be deemed to have been properly made if received in writing by:

Newline Insurance Company Limited  
1 Fen Court  
London  
EC3M 5BN

Or by E-mail to: [omnyyclaims@newlinegroup.com](mailto:omnyyclaims@newlinegroup.com)

## **FAIR PROCESSING NOTICE**

The **Insurer** limits the collection, disclosure and use of personal information to only what is needed to properly produce, quote, underwrite, service and administer our insurance and reinsurance products and / or to fulfil legal or regulatory requirements. The types of personal information we collect and how we use such information is set out in our Privacy Statement, which is available online via <https://newlinegroup.com/privacy-statement/> (or in other formats upon request).

The way insurance works means that personal information provided to us may need to be shared with and used by a number of third parties in the insurance sector, including our group companies, agents, brokers, other insurers, reinsurers, loss adjusters, professional advisers, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose personal information in connection with the insurance cover we provide and to the extent required or permitted by law or regulation.

### **Other people's details you provide to us**

Where you provide personal information to us (whether directly or indirectly), you must highlight this notice and our Privacy Statement to the individuals to whom the personal information relates and ensure you have their consent to provide such information to us. Unless you tell us otherwise, we will assume you have obtained their consent. If you have not obtained consent, or if any relevant individual withdraws consent, this may impact our ability to provide cover.

### **Want more details?**

For more information about how we use personal information, please see our Privacy Statement.

### **Contacting us and your rights**

Subject to certain exceptions, individuals have the right to access, rectify and erase personal information we hold about them. To exercise any such rights, or raise any questions or concerns about the personal information we hold, please contact our Data Protection Officer at:

Newline Group  
1 Fen Court  
London  
EC3M 5BN

Tel: +44 (0)20 7090 1700 (request the Data Protection Officer)  
Fax: +44 (0)20 7090 1701  
E-mail: [DPO@newlinegroup.com](mailto:DPO@newlinegroup.com)

You may also have the right to lodge a complaint with the relevant supervisory authority which, in the United Kingdom, is the Information Commissioner's Office.

# **PolicyBee Combined Medical Malpractice, Public and Products Liability Insurance**

## **1. General Interpretation**

In this **Policy**, unless the context otherwise requires:

- 1.1. the singular form shall include the plural;
- 1.2. the male gender shall include the female, and vice-versa, and the neuter form shall include both genders;
- 1.3. the words “arising from” (and similar expressions) shall imply a factual connection and not necessarily a causal connection;
- 1.4. any reference to money is to that amount in pounds sterling;
- 1.5. headings are descriptive and are not intended to be an aid to interpretation; and
- 1.6. words and phrases defined in the Definitions section are printed in bold and shall bear the same meaning wherever used.

## 2. Cover

### Section 2.1 - Medical Malpractice Liability

#### 2.1.

- 2.1.1. The **Insurer** agrees to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** and claimants' costs and expenses in respect of any **Claim** for **Bodily Injury** arising from **Malpractice** within the **Territorial Limits** in the conduct of the **Insured's** business and provided that the **Claim** is first made against the **Insured** during the **Period of Insurance**.
- 2.1.2. The **Insurer** agrees to indemnify the **Insured** against **Defence Costs** incurred with the **Insurer's** consent in the defence of any **Claim** which is indemnified under section 2.1 of this **Policy**.

### Specific Extensions to Section 2.1

#### Libel and Slander

- 2.1.3. The **Insurer** agrees to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** and claimants' costs and expenses in respect of any **Claim** for libel or slander committed unintentionally in the conduct of the **Insured's** business which is first made against the **Insured** during the **Period of Insurance**.
- 2.1.4. It is a condition to the right of the **Insured** to be indemnified under this extension, section 2.1.3, that in the event of a **Claim** the **Insured** shall, upon the request of the **Insurer**, issue an apology and expression of regret, the form and content of which are to be approved by the **Insurer**. If, upon receipt of such a request from the **Insurer**, the **Insured** refuses to issue an apology and expression of regret, the **Insurer** shall not be liable to indemnify the **Insured** in respect of such **Claim**.

#### Breach of Professional Confidentiality

- 2.1.5. Notwithstanding exclusions 5.25 [Data Protection] and 5.26 [Information Technology] and definition 3.12 [**Defence Costs**] the **Insurer** agrees to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** and claimants' costs and expenses in respect of any **Claim** for the accidental release of data by the **Insured** leading to a breach of confidence in the conduct of the **Insured's** business which is first made against the **Insured** during the **Period of Insurance**.

Coverage under this extension, section 2.1.5, does not indemnify the **Insured** against any **Claim** or **Defence Costs**, resulting from, arising out of, in connection with or in any way involving:

- 2.1.5.1. any loss of any documents the property of or entrusted to the **Insured** or the costs and expenses incurred by the **Insured** in replacing or restoring such documents;
- 2.1.5.2. any **Cyber Act**;
- 2.1.5.3. any **Cyber Incident**;
- 2.1.5.4. any action taken in controlling, preventing, suppressing or remediating any of 2.1.5.1 – 2.1.5.3 (inclusive) above;
- 2.1.6. Indemnity under this extension, section 2.1.5 [Breach of Professional Confidentiality], shall be subject to a sub-limit of GBP 50,000 any one **Claim** and In the Aggregate (including costs) for the **Period of Insurance**, which sum is part of, and not in addition to, the **Limit of Liability** under section 2.1.

### **Loss of Documents**

- 2.1.7. The **Insurer** agrees to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** and claimants' costs and expenses in respect of any **Claim** for the destruction, damage, loss or theft of **Documents** belonging to, or in the custody of, the **Insured** in the conduct of the **Insured's** business, provided:
- 2.1.7.1. the **Documents** cannot be found after a diligent search;
  - 2.1.7.2. the discovery of the destruction, damage, loss or theft of **Documents** by the **Insured** occurred during the **Period of Insurance**; and
  - 2.1.7.3. the discovery of the destruction, damage, loss or theft of **Documents** is notified to the **Insurer** during the **Period of Insurance**.
- 2.1.8. Indemnity under this extension, section 2.1.6 [Loss of Documents], shall be subject to a sub-limit of GBP 50,000 any one Claim and In the Aggregate (including costs) for the **Period of Insurance**, which sum is part of, and not in addition to, the **Limit of Liability** under section 2.1.

### **Loss of Reputation**

- 2.1.9. The **Insurer** agrees to indemnify the **Insured** against reasonable and necessary costs, fees and expenses incurred with the **Insurer** prior written consent in mitigating negative publicity or media attention arising directly from circumstances related to a **Claim** likely to give rise to a payment indemnified insured under section 2.1.1 of this **Policy**.
- 2.1.10. Indemnity under this extension, section 2.1.9 [Loss of Reputation], shall be subject to a sub-limit of GBP 25,000 in the aggregate for the **Period of Insurance**, which sum is part of, and not in addition to, the **Limit of Liability** under section 2.1.

### **Data Breach Response Expenses**

- 2.1.11. Notwithstanding General Exclusion 5.25 [Data Protection] the **Insurer** agrees to indemnify the **Insured** against reasonable and necessary **Data Breach Response Expenses** that the **Insured** incurs as a direct result of a **Data Breach Event** happening during the **Period of Insurance**, provided:
- 2.1.11.1. the **Data Breach Event** is discovered during the **Period of Insurance**.
  - 2.1.11.2. the **Data Breach Event** is reported in writing to the **Insurer** as soon as practicable and, in any event, no later than thirty (30) days after it is first discovered or before the end of the **Period of Insurance**, whichever is earlier.
  - 2.1.11.3. the **Data Breach Event** involves **Personal Data** that was in the **Insured's** care, custody or control in connection with the **Insured's** business.
  - 2.1.11.4. the **Insurer** shall not be liable to indemnify the **Insured** under this extension [Data Breach Response Expenses] for:
    - (a) any gaining of any profit or advantage to which the **Insured** is not legally entitled.
    - (b) any **Data Breach Event**:
      - (i) that commences or occurs prior to the commencement of the **Period of Insurance**, whether known to the **Insured** or not; or



- (ii) that occurs or continues after the expiry of the **Period of Insurance**.
- (c) any **Data Breach Event** involving any fire, lightning, explosion, smoke, windstorm, hail, earthquake, flood, water, snowslide, landslide, subsidence or other earth movement, an act of God or any other physical event however caused.
- (d) any costs, fees and expenses incurred in the investigation, adjustment, defence, negotiation and / or settlement of any claim or proceedings.
- (e) any damages or compensation payable to any third party.
- (f) any mechanical or electrical failure, interruption or outage, however caused, including any electrical power interruption or surge, brownout, blackout, short circuit over voltage or power fluctuation or any failure of telephone lines, wireless communication, data transmission lines, cable satellite or other infrastructure supporting the internet.
- (g) any failure to continuously implement and comply with the **Insured's** data and privacy policies that were in force at the commencement of the **Period of Insurance**. This exclusion does not apply if:
  - (i) the **Insured's** data and privacy policies constitute an improvement to the previous data and privacy policies that were in force at the commencement of the **Period of Insurance**; or
  - (ii) any employee of the **Insured** has violated any data or privacy policy or procedure despite reasonable efforts by the **Insured** to ensure that the **Insured's** data and privacy policies and procedures are implemented and continuously in force, and such violation(s) took place without the knowledge of the **Insured** or any executive officer of the **Insured**.
- (h) any **Data Breach Event** resulting from the failure of the **Insured**:
  - (i) to use, maintain and update as a minimum every ninety (90) days, if necessary, anti-virus software, firewall software on all broadband or high speed connections to the internet and software security patches.
  - (ii) to comply with all data security standards issued by credit card issuers or financial institutions with whom the **Insured** transacts business if the **Insured** processes, stores or handles credit card information.
  - (iii) any delay, loss of market, loss of use or any other consequential loss.

2.1.12. Indemnity under this extension, section 2.1.11, Data Breach Response Expenses shall be subject to a sub-limit of GBP 10,000 any one **Data Breach Event** and in the aggregate for the **Period of Insurance**, which sum is part of, and not in addition to, the **Limit of Liability** under section 2.1.

### **Errors and Omissions Extension: training**

- 2.1.13. The **Insurer** agrees to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** and claimants' costs and expenses in respect of any **Claim for Financial Loss** neither expected nor intended by the **Insured** arising from a negligent act, negligent error or negligent omission committed by the **Insured** in the conduct of the **Insured's Business** within the **Territorial Limits** which is first made against the **Insured** and notified to the **Insurer** during the **Period of Insurance**.
- 2.1.14. Indemnity under this extension shall be subject to a sub-limit of GBP 150,000 (inclusive of **Defence Costs**) in the aggregate for the Period of Insurance, which sum shall be part of, and not in addition to, the **Limit of Liability** under section 2.1.
- 2.1.15. This extension does not indemnify the **Insured** against any **Claim** or **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:
- (a) any **Malpractice**.
  - (b) any liability more specifically insured under any other section of this **Policy** or any extension.
- 2.1.16. For the purposes of this extension, "**Financial Loss**" shall mean a pecuniary loss, cost or expense not occasioned by **Bodily Injury** or property damage that is sustained by any party other than the **Insured**.
- 2.1.17. The **Insured's** policy **schedule** must state that the provision of training is covered as a selected treatment for this extension to be applicable.

### **Limit Of Liability For Section 2.1**

- 2.1.18. The any one **Claim Limit of Liability** under section 2.1 is the most the **Insurer** will pay for any one **Claim** (inclusive of **Defence Costs**) during the **Period of Insurance**.
- 2.1.19. The annual aggregate **Limit of Liability** under section 2.1 is the most the **Insurer** will pay for all **Claims** (inclusive of **Defence Costs**) during the **Period of Insurance**.

### **Specific Condition To Section 2.1**

#### **Photographs**

- 2.1.20. The **Insured** shall ensure that photographs are taken of the patient capturing the patient's treatment area prior to and after treatment. The **Insured** shall retain these photographs with the patient's records for a period of ten years after the date of the treatment,
- 2.1.21. If a patient refuses to have photographs taken, the patient's refusal must be obtained in writing from the patient at the relevant time. The patient must sign and date the written declaration of their refusal to allow photographs to be taken and this should be retained by the **Insured** for ten years after the date of the treatment.
- 2.1.22. 2.1.20 and 2.1.21 apply only in respect of :
- (a) botulinum toxin and dermal filler treatments to the head and neck

- (b) all treatments involving the use of laser, but not including treatments where the treatment area is the genitalia.

### **Botulinum Toxin**

2.1.23. The **Insured** shall ensure that any Botulinum Toxin Products administered:

- 2.1.23.1. have been granted a licence in the UK from the Medicines and Healthcare products Regulatory Agency (MHRA) or any other equivalent regulatory body; and
- 2.1.23.2. are used in accordance with any specific instructions that are issued by the manufacturer or in accordance with guidance from a training provider from whom you have received certified training.

### **Dermal Fillers**

2.1.24. The **Insured** shall ensure that all Dermal Filler products administered:

- 2.1.24.1. comply with the relevant health, safety and environmental protection legislation including but not limited to carrying a CE or UKCA marking where appropriate; and
- 2.1.24.2. are non-permanent; and
- 2.1.24.3. are used in accordance with any specific instructions that are issued by the manufacturer; and
- 2.1.24.4. are not altered by the Insured in anyway; and
- 2.1.24.5. are administered in the manufacturer's recommended target body area.

### **Products and devices**

2.1.25. The **Insured** shall ensure that all products and devices administered or used during the course of a treatment comply with all relevant health, safety and environmental protection legislation including but not limited to carrying a CE or UKCA marking where appropriate.

### **Batch Numbers**

2.1.26. The **Insured** shall, at all times maintain accurate and descriptive records including but not limited to batch numbers of any injectable product, used in procedures which shall be available for inspection and use by the **Insurer** or our duly appointed representatives.

### **Laser / Intense Pulse Light**

2.1.27. The **Insured** shall ensure that prior to any Laser or Intense Pulse Light Treatment being performed shall:

- 2.1.27.1. undertake a skin patch test on each area to be treated at least twenty-four (24) hours before the commencement of a course of treatment or in accordance with the manufacturer's instructions.
- 2.1.27.2. undertake a new skin patch test at least twenty-four (24) hours before a treatment if:
  - (a) six (6) months or more has elapsed since the last treatment;
  - (b) a different area of the body is to be treated;
  - (c) the laser or intense pulsed light machine has been replaced; or

(d) the machine has been re-calibrated.

2.1.27.3. record the results of all skin patch tests on the client's record card.

#### **Appropriate Qualifications**

2.1.28. The **Insured** shall ensure that they and anyone undertaking a treatment on their behalf have completed a certified training qualification in that treatment.

#### **CQC Registration**

2.1.29. The **Insured** shall ensure that they maintain a CQC registration where this is required to undertake a particular treatment.

### **Specific Exclusions To Section 2.1**

2.1.30. The **Insurer** shall not be liable to indemnify the **Insured** under section 2.1 against any liability, **Claim** or **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

- 2.1.30.1. any **Bodily Injury** save where such **Bodily Injury** arises, or is alleged to arise, directly from **Malpractice**.
- 2.1.30.2. any **Property Damage**.
- 2.1.30.3. any retail sale or supply by the **Insured** of any goods or products (or any part thereof).
- 2.1.30.4. any libel or slander committed, or alleged to have been committed, against professional adversaries or business competitors.
- 2.1.30.5. any journal or publication or any communication or contribution to the press or media.
- 2.1.30.6. any destruction, damage, loss or theft of **Documents** due to wear, tear, vermin, mould, mildew or any other gradually operating cause.

## Section 2.2 - Public Liability

### 2.2.

- 2.2.1. The **Insurer** agrees to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** and claimants' costs and expenses in respect of any **Claim** for **Bodily Injury, Property Damage** or **Other Contingencies** within the **Territorial Limits** in connection with the **Insured's** business and provided that the **Claim** is first made against the **Insured** during the **Period of Insurance**.
- 2.2.2. The **Insurer** agrees to indemnify the **Insured** against **Defence Costs** incurred with the **Insurer's** consent in the defence of any **Claim** which is indemnified under section 2.2 of this **Policy**.

### Limit of Liability for Section 2.2

- 2.2.3. The any one **Claim Limit of Liability** under section 2.2 is the most the **Insurer** will pay for any one **Claim** (inclusive of **Defence Costs**) during the **Period of Insurance**.
- 2.2.4. The annual aggregate **Limit of Liability** under section 2.2 is the most the **Insurer** will pay for all **Claims** (inclusive of **Defence Costs**) during the **Period of Insurance**.

### Specific Exclusions to Section 2.2

- 2.2.5. The **Insurer** shall not be liable to indemnify the **Insured** under section 2.2 against any liability, **Claim**, **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:
  - 2.2.5.1. any **Malpractice**.
  - 2.2.5.2. any libel, slander or defamation.
  - 2.2.5.3. any breach of confidentiality.
  - 2.2.5.4. any destruction, damage, loss or theft of **Documents**.
  - 2.2.5.5. any loss of reputation.
  - 2.2.5.6. any advice, design, specification, certification, testing or professional services provided for a fee (or provided in circumstances where a fee would normally be charged).
  - 2.2.5.7. any **Property Damage** to property owned by, leased or rented to or in the care, custody or control of the **Insured**, other than **Property Damage** to the property of any employees, directors, business partners and/or visitors of the **Insured**.
  - 2.2.5.8. any goods or products (other than food or drink for consumption on the **Insured's** premises).
  - 2.2.5.9.
    - (a) any coronavirus disease (COVID-19);
    - (b) any severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
    - (c) any mutant, derivative or variation of COVID-19 or SARS-CoV-2;
    - (d) any fear or threat, whether actual or perceived, of (a), (b) or (c) above;

- (e) any action taken to control, prevent, suppress, mitigate or in any way relating to any of (a), (b) or (c) above

## Section 2.3 - Products Liability

2.3.

2.3.1. The **Insurer** agrees to indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as **Damages** and claimants' costs and expenses in respect of any **Claim** for:

2.3.1.1. **Bodily Injury**; and/or

2.3.1.2. **Property Damage**,

provided that:

2.3.1.3. such liability arises from the retail sale or supply by the **Insured** of products within the **Territorial Limits** in the conduct of the **Insured's** business;

2.3.1.4. the products were made entirely within or sourced from a supplier based in the UK, European Union, Japan, Australia, New Zealand, USA and Canada;

2.3.1.5. the **Insured** has taken all reasonable steps to ensure that the products comply with health and safety regulations and standards within the United Kingdom ;

2.3.1.6. the **Insured** has obtained a copy of the contract or proof of sale of the products; and

2.3.1.7. the **Claim** is first made against the **Insured** during the **Period of Insurance**.

2.3.2. The **Insurer** agrees to indemnify the **Insured** against **Defence Costs** incurred with the **Insurer's** consent in the defence of any **Claim** which is indemnified under section 2.3 of this **Policy**.

### Limit of Liability for Section 2.3

2.3.3. The any one **Claim Limit of Liability** under section 2.3 is the most the **Insurer** will pay for any one **Claim** (inclusive of **Defence Costs**) during the **Period of Insurance**.

2.3.4. The annual aggregate **Limit of Liability** under section 2.3 is the most the **Insurer** will pay for all **Claims** (inclusive of **Defence Costs**) during the **Period of Insurance**.

## Specific Exclusions to Section 2.3

- 2.3.5. The **Insurer** shall not be liable to indemnify the **Insured** under section 2.3 against any liability, **Claim, Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:
- 2.3.5.1. any **Malpractice**.
  - 2.3.5.2. any libel, slander or defamation.
  - 2.3.5.3. any breach of confidentiality.
  - 2.3.5.4. any destruction, damage, loss or theft of **Documents**.
  - 2.3.5.5. any loss of reputation.
  - 2.3.5.6. any advice, design, specification, certification, testing or professional services provided for a fee (or provided in circumstances where a fee would normally be charged).
  - 2.3.5.7. any **Property Damage** to property owned by, leased or rented to or in the care, custody or control of the **Insured**.
  - 2.3.5.8. any **Property Damage** to goods or products (or any part thereof) or contract work executed by the **Insured** (or any part thereof).



### 3. Definitions

It is understood and agreed that the following definitions apply to this **Policy**:

- 3.1. **Act of Terrorism** shall mean an act (including but not limited to the use of force or violence and/or the threat thereof) of any person or group(s) of persons (whether acting alone or on behalf of or in connection with any organisation(s) or government(s)) committed for political, religious, ideological or similar purposes. This definition shall include acts performed with the intention to influence any government and/or to put the public or any section of the public in fear.
- 3.2. **Bodily Injury** shall mean physical injury, sickness, disease or death sustained by a person and shall include mental injury, mental anguish or shock.
- 3.3. **Claim** shall mean the receipt by the **Insured** of any written demand for compensation made by a third party or an assertion of **Malpractice** against the **Insured** or any claim form, writ, summons or other originating process issued and served upon the **Insured**.
- 3.4. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 3.5. **Condition Precedent** shall mean a condition to any payment or indemnification under this **Policy**, any breach or non-observance of which shall mean no payment or indemnity will be provided under this **Policy**.
- 3.6. **Controlling Interest** shall mean shares conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in the capital of the **Insured** for the time being issued and conferring the right to vote at general meetings and shall include shares held by all persons who, in relation to each other, are associates or persons acting in concert within the meaning of the City Code on Takeovers and Mergers.
- 3.7. **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- 3.8. **Cyber Incident** means:
  - 3.8.1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
  - 3.8.2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **ComputerSystem**
- 3.9. **Damages** shall mean compensatory damages awarded against the **Insured** by a court or tribunal empowered to do so and settlements in respect of any **Claim** for compensatory damages, provided that such settlement has been entered into with the **Insurer's** prior written consent.
- 3.10. **Data Breach Event** shall mean any event involving the loss, theft, accidental or unintentional release, disclosure or accidental publication of **Personal Data** in the **Insured's** care, custody or control that has resulted in or could result in the fraudulent use of such information. All incidents resulting from the same, continuous or related event will be deemed to arise out of one event.
- 3.11. **Data Breach Response Expenses** shall mean reasonable and necessary expenses for the following services that are directly attributed to a **Data Breach Event** incurred by the **Insured** with the **Insurer's** prior approval and rendered by a service provider approved by the **Insurer**:

- 3.11.1. expenses incurred to determine the individuals whose **Personal Data** is the subject of a **Data Breach Event**;
- 3.11.2. expenses incurred to develop documents or material to notify any individual whose **Personal Data** is the subject of a **Data Breach Event**;
- 3.11.3. expenses incurred for correspondence or communication required to notify the individual whose **Personal Data** is the subject of a **Data Breach Event**;
- 3.11.4. expenses incurred for credit monitoring services for twelve (12) months for an individual affected by the **Data Breach Event**; or
- 3.11.5. expenses incurred to retain the services of a public relations consultant to avert or mitigate any damage to the **Insured's** brand, including any negative publicity resulting from a **Data Breach Event**.
- 3.11.6. **Data Breach Response Expenses** shall not mean or include:
- 3.11.7. loss, costs or expenses incurred by an individual whose **Personal Data** is the subject of a **Data Breach Event**, except as provided under **Data Breach Response Expenses**;
- 3.11.8. salaries, wages, fees or expenses of the **Insured** or employees of the **Insured**; or
- 3.11.9. any cost or expense incurred to maintain, upgrade, restore, replace, improve or correct a deficiency in the **Insured's** computer system, computer network or any other computer management system that may have contributed to the **Data Breach Event**.
- 3.12. **Defence Costs** shall mean reasonable and necessary costs, fees and expenses incurred with the **Insurer's** prior written consent in the investigation, adjustment, defence, negotiation and/or settlement of any **Claim**. **Defence Costs** shall not mean or include salaries, commissions, expenses, benefits, other remuneration or any internal or overhead expenses of the **Insured**. **Defence Costs** shall also not mean or include any data breach response expenses, including computer forensics, customer notification, and/or public relations expenses.
- 3.13. **Documents** shall mean physical documents of any nature, including books, deeds, forms, letters, maps, records, plans and wills. **Documents** shall not mean or include:
  - 3.13.1. any computer or electronic data or documents or any form of computer records or computer memory (whether programmes, software or otherwise);
  - 3.13.2. any bank notes, bonds, cheques, coupons, currency, negotiable or non-negotiable instruments, postal or money orders, registered cheques, share certificates, stamps, tickets, travellers' cheques or warrants; or
  - 3.13.3. medical records.
- 3.14. **Duty of Candour** shall mean the **Insured's** Statutory Duty of Candour, which shall include the obligations prescribed by the Health and Social Care 2008 (Regulated Activities) Regulations 2014.
- 3.15. **Excess** shall mean the amount stated in the **Schedule** for which the **Insured** is responsible. The **Insured** agrees to pay each excess amount due within thirty (30) days of the date of the written request for such payment. If the **Excess** is not paid when due and the **Insured** has not sought and obtained an extension of time for payment of the **Excess** from the **Insurer**, the **Policy** may be terminated on seven (7) days' written notice. Upon such termination, the **Insurer** shall be released from any and all liability under or in connection with the **Policy**. Upon such cancellation, the insurer shall be released from any and all liability under or in connection with the policy. Under no circumstances shall the insurer be liable for the excess.

- 3.16. **Insured** shall mean:
- 3.16.1. the individual or individuals named as such in the **Schedule**;
  - 3.16.2. the entity or entities named as such in the **Schedule**;
  - 3.16.3. any individual who is, has been or may during the **Period of Insurance** become a principal, partner or director of the **Insured**, but only in respect of **Claims** arising from work carried out by or on behalf of the **Insured**,
  - 3.16.4. and whose interests are protected by this insurance.
- 3.17. **Insurer** shall mean Newline Insurance Company Limited.
- 3.18. **Jurisdictional Limits** shall mean the jurisdictional limits as stated in the **Schedule**.
- 3.19. **Limit of Liability** shall mean the limit(s) of liability under the applicable section of this **Policy** as stated in the **Schedule** (including **Defence Costs**).
- 3.20. **Malpractice** shall mean a negligent act, negligent error or negligent omission committed by the **Insured** or by any person or organisation acting on behalf of the **Insured** in the conduct of the **Insured's** business to a patient or patients. This definition is extended to include treatment administered at the scene of a medical emergency, accident or disaster by any **Insured** who is present, either by chance or in response to an emergency call following such medical emergency, accident or disaster commonly known as a "Good Samaritan Act".
- 3.21. **Other Contingencies** shall mean accidental nuisance, trespass or interference with any easement, right of air, light, water or way.
- 3.22. **Period of Insurance** shall mean the period of insurance as stated in the **Schedule**.
- 3.23. **Personal Data** shall have the meaning set out in the Data Protection Act 2018 (as may be amended from time to time).
- 3.24. **Policy** shall mean the **Schedule**, Insuring Clauses, Definitions, **Limit of Liability**, Claims Conditions, Exclusions, General Conditions, proposal and other terms contained herein, together with any endorsement(s) attaching to and forming part of this **Policy** either at inception or during the **Period of Insurance**.
- 3.25. **Pollutants** shall mean any pollutants and shall include any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapours, soot, dust, fibres, fungi, fumes, acids, alkalis, chemicals and waste (including material to be recycled, reconditioned and reclaimed) or contamination of any kind.
- 3.26. **Property Damage** shall mean accidental physical damage to, loss of or destruction of material property. It shall not include loss of computer data.
- 3.27. **Retroactive Date** shall mean the retroactive date as stated in the **Schedule**.
- 3.28. **Schedule** shall mean the schedule to this **Policy**.
- 3.29. **Territorial Limits** shall mean the territorial limits as stated in the **Schedule**.

## 4. Claims Conditions

- 4.1. It is a **Condition Precedent** to the right of the **Insured** to be indemnified under this **Policy** that the **Insured** shall as soon as possible and, in any event within thirty (30) days of receipt or before the end of the **Period of Insurance**, whichever is earlier, give written notice to the **Insurer** of:
  - 4.1.1. any **Claim** first made against the **Insured** during the **Period of Insurance**;
  - 4.1.2. any official investigation, examination, inquiry or other proceedings, coroner's inquest, prosecution or disciplinary proceedings first notified to the **Insured** during the **Period of Insurance**; and
  - 4.1.3. any **Data Breach Event**.
- 4.2. The **Insured** shall as soon as possible and, in any event within thirty (30) days of the **Insured** first becoming aware, give written notice to the **Insurer** of any circumstance(s) which may give rise to a **Claim**. If, during the **Period of Insurance**, the **Insured** gives written notice to the **Insurer** in accordance with this clause, any **Claim** subsequently made against the **Insured** arising out of the notified circumstance(s) shall be deemed to have been first made against the **Insured** during the **Period of Insurance**.
- 4.3. Notice of a **Claim**, circumstance or **Data Breach Event** shall be made in writing and delivered by fax, email or post to the **Insurer's** address stated on page 1 and full details of all material facts of which the **Insured** is aware shall be provided, including: (i) the date, time and place of the **Claim**, circumstance or event; (ii) a detailed description of what happened; (iii) the name and address of the injured party(ies); (iv) the names and addresses of all witnesses; and (v) copies of any demand, notice or legal papers received in connection with the **Claim**, circumstance or event.
- 4.4. The **Insured** shall, at all times, provide such information, assistance, signed statements or depositions as the **Insurer** or their appointed representatives may require to conduct the investigation, defence or settlement of any **Claim** or circumstance. The **Insured** shall, at all times, assist in the defence of any **Claim** without charge to the **Insurer**.
- 4.5. The **Insured** shall not settle any **Claim**, incur any **Defence Costs**, make any admission, offer, promise or payment or assume any contractual obligation with respect to any **Claim** without the **Insurer's** prior written consent. The **Insurer** shall not be liable for any settlement, **Defence Costs**, admission, offer, promise or payment or assumed obligation to which it has not consented.
- 4.6. The **Insurer** shall be entitled, but not obliged, to take over at any time and conduct in the name of the **Insured** the defence or settlement of any **Claim** or to prosecute in the name of the **Insured** for its own benefit any proceedings. In any such matter, the **Insurer** shall have sole discretion in the instruction of external solicitors and counsel and shall have sole discretion in the conduct of any proceedings.
- 4.7. The **Insured** shall not be required to contest any legal proceedings unless a Queen's Counsel of not less than fifteen (15) years call (to be selected by the **Insurer** after consultation with the **Insured**) should advise that such proceedings can be contested with a reasonable prospect of success.
- 4.8. The **Insured** shall, at all times, maintain accurate and descriptive records of all professional services and equipment used in procedures which shall be available for inspection and use by the **Insurer** or their duly appointed representatives. These records shall be retained for a period of at least ten (10) years from the date of treatment and, in the case of a minor, for a period of at least ten (10) years after that minor attains majority.
- 4.9. In connection with any **Claim** against the **Insured**, the **Insurer** may at any time pay to the **Insured** the **Limit of Liability** under the applicable section of this **Policy** or any lesser amount for which such **Claim** can be settled and relinquish the control of such **Claim** and have no further liability in connection with that **Claim**.

- 4.10. The **Insurer** shall not be liable to pay any **Claim**, judgment, award or **Defence Costs** or to undertake or continue in the defence of any suit or proceeding after the **Limit of Liability** has been exhausted by payment or agreement to pay any **Claim**, judgment, award, settlement and **Defence Costs**. In such a case, the **Insurer** shall have the right to withdraw from the further defence thereof by tendering control of the said defence to the **Insured**.
- 4.11. If this **Policy** and any other policy issued to the **Insured** by the **Insurer** or any of its affiliated companies apply to the same **Claim**, the limit of liability that applies to that **Claim** shall not exceed the highest applicable limit of liability available under any one policy that applies. The terms and conditions of the policy with the higher (est) limit will apply to the extent that the terms and conditions differ between or among policies that otherwise would apply to the same **Claim**. However, this does not apply to any policy issued specifically to apply as excess insurance over this **Policy**.

## 5. General Exclusions

This **Policy** does not indemnify the **Insured** against any liability, **Claim**, **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

### 5.1. Prior Claims / Circumstances

any **Claim** or circumstances which any **Insured** knew or should have reasonably foreseen may give rise to a **Claim**, of which the **Insured** was, or should have been, aware on or prior to the commencement of the **Period of Insurance**.

### 5.2. Retroactive Date

any **Malpractice**, circumstances, occurrences, events, acts, errors or omissions occurring, or alleged to have occurred, prior to the **Retroactive Date**.

### 5.3. Products Recall and Efficacy

any:

5.3.1. recall, withdrawal, inspection, removal, repair, alteration, replacement, repackaging or reinstatement of any goods or products (or any part thereof) or amounts claimed for the loss of use of any goods or products (or any part thereof).

5.3.2. failure of any goods or products (or any part thereof) to fulfil the use, function or purpose for which they were designed.

5.3.3. failure of any goods or products (or any part thereof) to meet the level of performance, quality, fitness or durability specified, promised, represented, warranted or guaranteed.

5.3.4. failure of any goods or products (or any part thereof) to achieve the results or appearance specified, promised, represented, warranted or guaranteed.

### 5.4. Clinical Trials / Research Projects

any clinical trial or research project.

### 5.5. Fines, Penalties and Punitive Damages

any:

5.5.1. fines or penalties of any kind.

5.5.2. punitive, exemplary, aggravated, treble, liquidated, penal, restitutional, non-compensatory, vindictive, multiple or any other damages resulting from the multiplication of damages.

### 5.6. Fraud / Dishonesty

any:

5.6.1. dishonest, fraudulent, criminal or malicious act, error or omission of any **Insured** or of any employee, consultant, sub-contractor or agent of any **Insured**.

5.6.2. dishonest failure on the part of any **Insured** to account for property belonging to another person.

5.7. **Acts in Violation Of Law Or Ordinance**

any act in violation of a law or ordinance.

5.8. **Contractual Undertakings**

any liability assumed by any **Insured** by way of contract, warranty, guarantee, undertaking, hold harmless agreement or indemnity, unless such liability would have attached to the **Insured** in the absence of such contract, warranty, guarantee, undertaking, hold harmless agreement or indemnity.

5.9. **Trading Debts / Bankruptcy**

any:

5.9.1. trading or personal debt or loss of any **Insured** (including, but not limited to, any tax liability due or payable by any **Insured** or any fees, costs or expenses connected therewith) or any guarantee given by any **Insured** for any debt or legal obligation to refund any fee charged to a patient.

5.9.2. insolvency, bankruptcy, administration or receivership of any **Insured**.

5.9.3. claim or demand by a liquidator, administrator or trustee in bankruptcy to account for any preferential payment or to make any payment in respect of a void or voidable transaction.

5.10. **Charges of Any Insured**

any claim or demand that any **Insured** refund, account for or pay damages calculated by reference to any fee, costs, charge, brokerage, commission, override or disbursement charged or incurred by any **Insured**.

5.11. **Employers' Liability**

any:

5.11.1. **Bodily Injury** to any employee of the **Insured** arising out of or in the course of their employment.

5.11.2. **Property Damage** to the property of any employee of the **Insured** arising out of or in the course of their employment.

5.11.3. obligation for which the **Insured** or his insurer may be held liable under any worker's compensation law, disability benefits law or unemployment compensation law or any similar law (including a subrogated claim by an insurer of any employee).

5.12. **Directors' And Officers' Liability / Trustee Liability**

any **Insured** acting as a director, secretary or officer of the **Insured** or as a trustee, where such **Claim** is made solely by reason of his holding that position and having acted in that capacity.

5.13. **Vehicles / Vessels / Aircraft / Watercraft**

any ownership, possession, maintenance or use by or on behalf of the **Insured** of any:

5.13.1. aircraft or other aerial device;

5.13.2. vessel or craft;

5.13.3. hovercraft;

5.13.4. mechanically propelled vehicle in respect of which insurance or security is necessary to meet the requirements of road traffic legislation. This exclusion 5.13.4 shall not apply to any liability or claim arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

- (a) the use of plant as a tool of trade; or
- (b) the loading or unloading of any vehicle,

except where indemnity is provided by any motor insurance policy (or would be provided by such policy if this **Policy** did not exist) or where insurance or security is required by law.

**5.14. Land / Buildings**

any ownership, occupation, possession, leasing or use by or on behalf of any **Insured** of any land, buildings or other premises, or part thereof.

**5.15. Pollution**

any:

- 5.15.1. actual or alleged presence, imminent or threatened discharge, dispersal, seepage, release, migration or escape of **Pollutants** at any time.
- 5.15.2. direction or request to test for, inspect, monitor, clean-up, remove, contain, treat, rectify, detoxify or neutralise **Pollutants** or in any way respond to or assess the effects of **Pollutants**.

**5.16. Asbestos**

any existence, mining, handling, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos fibres, asbestos dust, asbestos products and/or any products or materials containing asbestos, other than in the provision of medical services for an asbestos related injury or disease.

**5.17. Clinical Waste**

any clinical waste that has not been disposed of by an appropriately qualified waste disposal contractor.

**5.18. Nuclear Risks**

any:

- 5.18.1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or nuclear material from the combustion of nuclear fuel.
- 5.18.2. radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

This exclusion shall not apply to any **Claim** relating to the use of radio-isotopes, radium or radium compounds when used in or incidental to medical procedures and away from the place where such substances are made.

**5.19. War / Terrorism**

any:



5.19.1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power.

5.19.2. strike, riot, civil commotion or labour disturbance.

5.19.3. **Act of Terrorism.**

5.19.4. action taken in controlling, preventing, suppressing or in any way relating to 5.19.1 and/or 5.19.2 and/or 5.19.3 above.

**5.20. Intoxicants / Narcotics**

any performance of a service while under the influence of intoxicants or narcotics.

**5.21. Specific Medical Conditions**

any:

5.21.1. Hepatitis;

5.21.2. Human T-Cell Lymphotropic Virus Type III (HTLV III);

5.21.3. Lymphadenopathy Associated Virus (LAV);

5.21.4. Acquired Immune Deficiency Syndrome (AIDS);

5.21.5. Human Immunodeficiency Virus (HIV); or

5.21.6. Transmissible Spongiform Encephalopathy (TSE), Creutzfeldt-Jakob Disease (CJD), variant Creutzfeldt-Jakob Disease (vCJD), new variant Creutzfeldt-Jakob Disease (nvCJD) or any syndrome, condition or virus of a similar kind to the foregoing specific medical conditions listed within this Clause 5.21.6, howsoever it may be named, or any mutation, derivative or variation thereof.

**5.22. Discrimination**

any form of discrimination or humiliation, including on the grounds of age, race, sex, sexual orientation, religion or ethnic origin.

**5.23. Sexual Misconduct**

any sexual misconduct of any nature, including sexual relations, sexual contact or intimacy, sexual harassment, sexual molestation, sexual exploitation or sexual discrimination, whether or not under the guise of or in the course of treatment.

**5.24. Related / Associated Entities**

any **Claim** by any **Insured** indemnified under this **Policy** to or against any other **Insured** indemnified under this **Policy**.

This exclusion does not apply where the employee is being treated as a patient.

**5.25. Data Protection**

5.25.1. any actual or alleged breach of any data protection laws or regulations.

5.25.2. actual or alleged loss, release, disclosure and/or mismanagement of data in any form.

**5.26. Information Technology**

any:

5.26.1. failure of any programme, instruction or data for use in any computer or other electronic processing device, equipment or system to function in the way expected or intended.

5.26.2. failure of any plant and/or machinery, and/or public utility.

5.26.3. transmission or receipt of any virus, programme or code that causes loss or damage to any computer system or data and/or prevents or impairs its proper function or performance.

5.26.4. business conducted and/or transacted via the internet, intranet, extranet and/or via the **Insured's** own website, internet site, web-address and/or via the transmission of electronic mail or documents by electronic means.

Clause 5.26.4 shall not apply if the **Insured** can prove, to the **Insurer's** reasonable satisfaction, that the liability to the **Insured** would have attached in the absence of the fact that the business was conducted and/or transmitted via the internet, intranet, extranet and/or via the **Insured's** own website, internet site, web-address and/or via the transmission of electronic mail or documents by electronic means.

5.26.5. defect or defective workmanship in the installation, repair or maintenance of any computer or other electronic equipment or system or computer hardware or software.

5.26.6. unauthorized access to the Insured's computer systems, networks, hardware, software, and/or data.

**5.27. United States Of America / Canada**

any **Claim**, judgment, award or settlement made within any country or territory which operates under the laws of the United States of America or Canada (or any dependencies, protectorates or trust territories thereof) or any order made anywhere in the world to enforce such judgment, award or settlement, either in whole or in part.

**5.28. Territorial and Jurisdictional Limits**

any:

5.28.1. **Malpractice** committed outside the **Territorial Limits**.

5.28.2. **Claim** brought in any courts outside the **Jurisdictional Limits**.

5.28.3. **Claim** brought in a court of law within the **Jurisdictional Limits** to enforce a judgment or an order made outside the **Jurisdictional Limits**.

5.28.4. occurrence or circumstance outside the **Territorial Limits**.

**5.29. Substances and Materials**

any:

5.29.1. Chlorofluorocarbons, Chloro Fluoride Carbons (CFCs) or Chlorinated Hydro-Carbons.

5.29.2. Chromated Copper Arsenate (CCA).

5.29.3. electromagnetic fields (EMFs).

5.29.4. latex and/or latex protein and/or latex derivatives and/or latex substances (howsoever these are named, identified, described or classified).

5.29.5. lead.

5.29.6. Methyl Tertiary Butyl Ether (MTBE).

5.29.7. mould, toxic mould, fungi or bacteria on, within or arising from any building, structure or site.

5.29.8. Polychlorinated Biphenyls (PCBs), also known as Askarels, including polychlorinated biphenyl generated dibenzofurans and dioxins or any polychlorinated biphenyls-containing product or material or derivative thereof or the presence of or the actual or threatened use, installation, withdrawal or disposal of any such product or material.

5.29.9. product containing silicon or silicone which is in any form implanted or injected in the body.

5.29.10. tobacco or any tobacco products (or ingredients thereof).

5.29.11. Formaldehyde.

#### 5.30. **Unreasonable Force**

any **Bodily Injury, Property Damage** or **Other Contingencies** expected or intended from the standpoint of the **Insured**, except when such **Bodily Injury, Property Damage** or **Other Contingencies** arises solely from the use of reasonable force for the purpose of protecting persons or property.

#### 5.31. **Loss of Shareholders Or Stockholders**

any loss sustained by shareholders or stockholders of the **Insured** in their capacities as such.

#### 5.32. **Wholesaling**

any sale by the **Insured** of goods or products (or any part thereof) in large quantities to be retailed or on-sold by others.

#### 5.33. **Professional Instruments**

any instruments used, or intended for use, in contact with skin tissue or to penetrate skin tissue or used, or intended for use, in contact with bodily fluid:

5.33.1. where there is a failure to store, handle or use instruments in accordance with the manufacturer(s) instructions; or

5.33.2. when approved by the manufacturer(s) and the Department of Health or equivalent to be used more than once, where there is a failure to sterilise prior to such use, using sterilising apparatus specifically approved by the manufacturer(s) in accordance with such manufacturer(s) instructions, recommendations and/or guidelines and in accordance with the guidelines of the Department of Health or equivalent.

#### 5.34. **Non-Employed Doctors of Medicine**

any non-employed doctors of medicine providing medical services for or using the facilities of the **Insured**, unless:

- 5.34.1. they are members of a recognised medical defence union or association or protection society where professional liability insurance covering all work undertaken for or on behalf of the **Insured** is provided as a benefit of membership; or
- 5.34.2. they carry their own professional liability insurance policy covering all work undertaken for and on behalf of the **Insured**.

**5.35. Genital Work**

any **Claim** or **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any treatment to any genitalia with the exception of intimate chemical peels, waxing and hair removal unless declared to **Insurers** and listed in the **Schedule**.

**5.36. Treatments on Minors**

any **Claim** or **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any treatments provided to minors unless declared to us.

This exclusion does not apply to any Beauty Therapy or Advanced Beauty Therapy treatment provided to minors aged 14- 18 as long as written consent is obtained from a parent or guardian and recorded prior to any treatment being performed and such consent to be retained with the patients' records for a period of ten years after the date of the treatment . Beauty Therapy and Advanced Beauty Therapy must be listed as covered treatment categories in your policy **schedule**.

**5.37. Removal of Cancerous Human Tissue**

any removal of any cancerous human tissue, mole, skin, tag, tumour or other form of human growth or cell.

This exclusion does not apply where the **Insured** obtains written confirmation from a third party doctor of medicine, licensed in the UK, that, prior to removal, the human tissue, mole, skin, tag, tumour or other form of human growth or cell is non-cancerous and the **Insured** has retained such written confirmation with the patient's records.

**5.38. Additional Items**

any bodily injury, property damage, liability, legal obligation, claims, damages, defence expenses and/or costs of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving the presence of the following, regardless of any other cause or event contributing concurrently or in any other sequence:

- 5.38.1. Nitrosamines (and / or derivatives thereof);
- 5.38.2. N,N-Dimethylformamide (and / or derivatives thereof).
- 5.38.3. N-Nitrosodimethylamine (NDMA);
- 5.38.4. N-Nitrosodiethylamine (NDEA);
- 5.38.5. Azido-tetrazole;
- 5.38.6. Benzene (and / or derivatives thereof);
- 5.38.7. any other by-product of the manufacturing, production or synthesis process alleged to be a carcinogenic agent in the following products Azilsartan (Edarbi) Candesartan, (Atacand) Eprosartan, Irbesartan (Avapro), Losartan (Cozaar), Olmesartan (Benicar), Telmisartan (Micardis), Valsartan (Diovan), Benzene (and / or derivatives thereof) or any other drug which has the same chemical formula or is a derivative of or has a similar chemical formula, structure or function as such.

- 5.38.8. any perfluorinated compounds (PFCs) including, but not limited to, perfluoroalkyl and polyfluorinated alkyl substances (PFAS), perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), perfluoroether carboxylic and sulfonic acids (PFECAs and PFESAs, respectively), and any related products and chemicals, including any constituents of, additives to, derivative of or degradation by products thereof;
- 5.38.9. any hexafluoropropylene oxide dimer acid (HFPO-DA), GenX, and any other replacement PFOA or any chemical included on the U.S. Environmental Protection Agency's PFAS Research List, *Regulations Amending the Prohibition of Certain Toxic Substances Regulations, 2012* (Canada), European Chemical Agency (ECHA), or any similar federal, state, local or foreign act, statute, regulation, ordinance, requirement or law (including additions and amendments thereto).
- 5.38.10. the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibres, silica dust or silica in any form, or to any obligation of the Insured to indemnify any party because of Bodily Injury or Property Damage arising out of the presence, ingestion, inhalation, or absorption or exposure to silica products, silica fibres, silica dust or silica in any form.
- 5.38.11. allegations of ovarian cancer, or any associated complications, arising out of the use of talcum powder or any of its constituent ingredients.

## 6. General Conditions

### 6.1. Cancellation

This **Policy** may be cancelled:

- 6.1.1. at any time by the **Insurer** giving thirty (30) days written notice to the **Insured**; and
- 6.1.2. at any time by the **Insured** giving thirty (30) days written notice to the **Insurer**.
- 6.1.3. in the event of non payment of the premium due and by giving 15 days written notice to the **Insured** and as set out in Clause 6.20 below where relevant.

In the event of cancellation, premium is due to the **Insurer** for the period that the **Insurer** is on risk. If, prior to or at the same time as any such cancellation, the **Insured** shall have notified the **Insurer** of a **Claim** or of any circumstance(s) which may give rise to a **Claim**, no premium refund shall be payable to the **Insured**. If no **Claim** or circumstance(s) have been notified, the premium shall be adjusted on a prorated basis.

### 6.2. Other Insurance

The **Insured** agrees to give the **Insurer** written details of any other insurance it has which may indemnify or partially indemnify the **Insured** against a **Claim**.

The insurance afforded under this **Policy** is excess over and reduced by any other valid insurance available to the **Insured** and the **Insurer** shall not be liable to indemnify the **Insured** in respect of any **Claim** or **Defence Costs** until such other insurance is exhausted. Valid insurance includes any self insurance plan which would be applicable to the loss.

### 6.3. Acquisition or Creation Of New Entity

If, after the inception of this **Policy**, the **Insured** acquires or creates a new entity, it will be covered from the date it is acquired or created if the following conditions are met:

- 6.3.1. the **Insurer** receives written notice within ninety (90) days of its formation or acquisition;
- 6.3.2. it meets the **Insurer's** underwriting requirements; and
- 6.3.3. any additional premium the **Insurer** requires is paid.

### 6.4. More Than One Insured

Where there is more than one **Insured**, this **Policy** shall apply to each **Insured** as though a separate **Policy** had been issued to each, provided that the total liability of the **Insurer** shall not exceed the **Limit of Liability** under the relevant section of the **Policy**.

### 6.5. Assignment

No change in or modification to the terms or the assignment of interest under this **Policy** shall be effective, except when made by written endorsement to this **Policy** and signed by an authorised employee of the **Insurer**.

### 6.6. Reasonable Steps and Precautions

The **Insured** shall take all reasonable steps and precautions to prevent any circumstance or event which may give rise to liability under this **Policy**. This includes ensuring to maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in sound condition. As soon as possible after discovery the **Insured** shall cause any

defect or danger to be made good or remedied while in the meantime causing such additional precautions to be taken as the circumstances may require.

#### 6.7. Subrogation

- 6.7.1. In the event of any payment or indemnity being made or provided under this **Policy**, the **Insurer** shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery, indemnity or contribution against any third party.
- 6.7.2. The **Insured** shall not surrender any right or settle any claim arising from any such right of recovery, indemnity or contribution and shall execute all papers required and do everything necessary within its power to secure such rights.
- 6.7.3. The **Insured** shall, at its own expense, co-operate fully with the **Insurer** in the pursuit of any subrogated claim and shall provide such assistance, documents and access to premises as the **Insurer** shall request.
- 6.7.4. If the **Insurer** makes a recovery in the exercise of rights of subrogation, any sums recovered shall be applied in the following order of priority:
  - (a) firstly, to reimbursement of any outlay or anticipated outlay of the **Insurer** (including payments made to indemnify the **Insured**, costs and disbursements);
  - (b) secondly, to reimbursement of uninsured losses of the **Insured**; and
  - (c) thirdly, to reimbursement of the liability of the **Insured** in respect of the **Excess**.

#### 6.8. Duty of Fair Presentation / Alteration Of Risk

The **Insured** confirms that it is aware of and has complied with the duty of fair presentation under the Insurance Act 2015.

During the **Period of Insurance** the **Insured** shall give written notice to the **Insurer**, as soon as practicable, of any alteration which materially affects the risk and shall agree to pay any additional premium that may be required. Failure to pay the additional premium shall entitle the **Insurer** to cancel the **Policy** in accordance with Clause 6.1.

#### 6.9. Change in Control

If, during the **Period of Insurance**:

- 6.9.1. more than 50% of the **Insured's** directors resign or are removed from the office within any ninety (90) day period; or
- 6.9.2. any person, whether or not an existing shareholder, acquires a **Controlling Interest** in the **Insured**,

this **Policy** shall be restricted (unless the **Insurer** agrees in writing to the contrary) so as to apply only to acts, errors, omissions, circumstances, occurrences or events committed or occurring prior to the date of the first of such resignations or removals or such change of control.

#### 6.10. Full Rights of Recourse

The **Insured** shall maintain full rights of recourse against any manufacturer or supplier from whom the **Insured** obtains any goods or products (or any part thereof) or anything which is incorporated into any goods or products (or any part thereof).

#### 6.11. Employee Indemnity

6.11.1. The **Insurer** agrees, at the request of the **Insured**, to provide indemnity under this **Policy** to any employee or past employee of the **Insured** as though that person were an **Insured** under this **Policy**, subject to:

- (a) that person agreeing to be bound by all of the terms, conditions, limitations, exclusions and any endorsement(s) of this **Policy**; and
- (b) this condition not increasing the **Limit of Liability**.

6.11.2. This condition is not intended to make employees or past employees of the **Insured** parties to this **Policy**.

6.11.3. This condition does not apply:

- (a) to any surgeon, physician, doctor, dentist, nurse or midwife in respect of any act, error or omission committed, or alleged to have been committed, in the course of their professional duties as qualified medical practitioners; or
- (b) if the employee or past employee of the **Insured** is entitled to indemnity under any other valid insurance, including any self insurance plan which would be applicable to the loss.

#### 6.12. **Fraudulent Claims**

If any claim under this **Policy** is in any respect fraudulent, the **Insurer** shall be entitled to:

- 6.12.1. refuse to pay the claim;
- 6.12.2. recover any sums paid by the **Insurer** to the **Insured** in respect of the claim from the **Insured**; and
- 6.12.3. give notice of termination of the **Policy**, which shall be effective from the date of the fraud.

#### 6.13. **Data Protection Legislation**

Any information provided to the **Insurer** regarding the **Insured** will be processed in compliance with the provisions of the relevant data protection legislation for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

#### 6.14. **Waiver, Variation and Assignment**

- 6.14.1. No provision of this **Policy** may be waived or varied, save by an endorsement issued and signed by the **Insurer**. Notice given to any agent of the **Insured** or of the **Insurer** or knowledge possessed by any such agent or any other person shall not be held to effect a waiver or change in any part of this **Policy**.
- 6.14.2. No change, modification or assignment of any interest under this **Policy** shall be effective without the prior written approval of the **Insurer**.

#### 6.15. **Unenforceable / Void Provisions**

If any clause of this **Policy** shall be struck down in whole or in part, the remainder of the **Policy** shall continue in full force and effect.

#### 6.16. **Interlocking Clause**

In the event of any acts, errors, omissions, circumstances, occurrences, events or **Claims** in respect of which the **Insured** is entitled to indemnity under more than one section or extension of this **Policy**, the total amount of the



**Insurer's** liability shall not exceed the greatest **Limit of Liability** available under one of the sections or extensions providing indemnity.

#### 6.17. **Contracts (Rights of Third Parties) Act 1999**

Any person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy**. This condition does not affect any right or remedy which exists or would be available but for the operation of that Act.

#### 6.18. **Sanctions**

Whenever the cover provided by this **Policy** would be in violation of any US, EU or UK economic or trade sanctions, such cover shall be null and void.

#### 6.19. **Governing Law and Jurisdiction**

Unless otherwise stated on the Schedule, this **Policy** shall be governed by and construed in accordance with English law and any disputes arising out of or concerning this **Policy** shall be subject to the exclusive jurisdiction of the courts of England and Wales.

#### 6.20. **Premium Payment**

6.20.1. In the event that the **Insured** agrees to pay the premium in full, the **Insured** undertakes that the premium due under this **Policy** shall be paid to the **Insurer** in full within sixty (60) days of the commencement of the **Period of Insurance**. If the premium has not been paid to the **Insurer** in full within sixty (60) days of the commencement of the **Period of Insurance**, the **Insurer** shall have the right to cancel this **Policy** by giving fifteen (15) days written notice to the **Insured**. If the premium is paid to the **Insurer** in full before the expiration of the fifteen (15) day notice period, the notice of cancellation shall be automatically withdrawn. If not, this **Policy** shall automatically terminate at the end of the notice period.

6.20.2. If it has been formally agreed for the **Insured** to pay on an instalment plan, the **Insured** undertakes that the premium due under this **Policy** shall be paid to the **Insurer** on the agreed dates. If the agreed premium has not been paid to the **Insurer** by the prescribed dates, the **Insurer** shall have the right to cancel this **Policy** by giving fifteen (15) days written notice to the **Insured**. If the premium is paid to the **Insurer** in full before the expiration of the fifteen (15) day notice period, the notice of cancellation shall be automatically withdrawn. If, the due premium remains unpaid after the 15 days' notice, this **Policy** shall automatically terminate on the termination date detailed within the notice.

6.20.3. In the event of cancellation, premium is due to the **Insurer** for the period that the **Insurer** is on risk. If, prior to or at the same time as any such cancellation, the **Insured** shall have notified the **Insurer** of a **Claim** or of any circumstances which may give rise to a **Claim**, no premium refund shall be payable to the **Insured**. If no **Claim** or circumstances have been notified, the premium shall be adjusted on the basis detailed in Clause 6.1.

#### 6.21. **Duty of Candour**

Notwithstanding any other term or condition of this **Policy**, the cover provided by this **Policy** will not be prejudiced by any acts to the extent they are necessary to discharge the **Insured's Duty of Candour**. If the **Insured** requires any guidance on the **Insured's** compliance with the **Duty of Candour** and this **Policy**, the **Insured** should consult with the insurance broker or other intermediary who arranged this **Policy**.

## Terms of business

Please read this document carefully as it sets out our terms and contains important regulatory and statutory information.

**Definitions - We/us/our** means PolicyBee Ltd, 14 Brightwell Barns, Waldringfield Road, Ipswich IP10 0BJ.

**Status - PolicyBee Ltd** is an insurance intermediary authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, London, E20 1JN. Our FCA register number is 945969.

This can be checked by clicking here, <https://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768.

### If you have a complaint

We aim to provide you with a high level of customer service at all times. If you're not satisfied in any way, please contact Kerri-Ann Hockley, Director of Customer Service, on 0345 222 5364 or by emailing her - [kerri-ann@policybee.co.uk](mailto:kerri-ann@policybee.co.uk).

We'll follow our complaint handling procedure, available on request. If you're still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service.

Further details can be obtained here: <https://www.financial-ombudsman.org.uk/publications/ordering-leaflet/leaflet>.

### Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business/circumstances of the claim. Further details are available by downloading the [Protecting your Money FSCS Leaflet \(pdf\)](#).

### Our services

These include: assessing your needs and making a personal recommendation about your insurance, arranging your cover and helping you with any policy changes you, we or the insurer make. As part of our service, we'll also help you with any claim.

We conduct a fair and personal analysis of the market to meet your demands and needs. Sometimes, this means we'll only offer products from a single insurer but we'll let you know who this is.

We act as your agent when finding your insurance and putting it in place, and when you make a claim. We act as the insurer's agent when we collect your premium and we'll let you know if there are other situations where we are acting on behalf of the insurer.

### Our remuneration

This is commission, which is a percentage of the premium paid by you; commission may well include a profit share arrangement that your policy may contribute towards. If any fee is due, we'll agree this with you before you purchase the policy.

We are committed to ensuring complete transparency of our remuneration and we will, at your request fully disclose our remuneration.

### Fair presentation of risk

Before entering into a contract of insurance, prior to a midterm alteration and ahead of your policy renewal, it is your statutory duty to make a fair presentation of your risk. This information must be provided in a clear and accessible format. You must disclose, where practical, all material circumstances about your risk, this being information that might affect the judgement of a prudent insurer in deciding whether to accept your risk or not - should you require additional explanation of what constitutes a material circumstance, please contact us immediately.

You must make reasonable enquiries before presenting your risk and ensure that all individuals holding knowledge about the risk have been approached in the compilation of this information.

If you feel you have not been able to do so, please advise us, so we can allow underwriters to make further enquiries if they wish to do so.

You must complete any proposal forms or fact finds provided to you, honestly, accurately and in good faith.

Any deliberate or reckless misrepresentation may involve part, or your entire claim being declined and in some circumstances; the Insurer may be entitled to retain your premium whilst avoiding the policy or apply additional terms to your policy.

### Security

We do not guarantee the solvency of any insurer we place business with. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

### GDPR/Data Protection - how we use your data

We treat your personal information as private and confidential, and we're registered with the ICO as a Data Controller. We comply with the General Data Protection Regulation (GDPR) in all our dealings with your personal data. If you'd like specific information on how we use your personal data, and other rights you have under GDPR such as 'Right of Access', please contact us. You can review our privacy notice at: <https://www.policybee.co.uk/privacy-notice>.

Information which you provide to us will not be used or disclosed by us to other parties, except in the normal course of handling a contract of insurance or a claim on your behalf and any related activities, unless we have obtained the necessary consent from you or where we are required to by law or a regulatory body that has authority over us. We will take appropriate steps to maintain the security of your confidential documents and information which are in our possession.

### Credit Checks

To make sure you get the best offer from Insurers or Third Parties involved in your insurance, i.e. finance providers, now or at any renewal or at any time and to protect their customers from fraud and to verify your identity, they may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organizations. Their search will appear on your credit report whether your applications proceed.

Unless you contact us to confirm you do not want these searches to be carried out we will assume your consent has been given and proceed as above.

### Claims

You must notify us as soon as possible of a claim and circumstances which may give rise to a claim. In the event of a claim you should contact us and we will promptly advise you and pass all details to your Insurer. You should not admit liability or agree to any course of action, other than emergency measures carried out to minimise the loss, until you have an agreement from your Insurer. We will remit claims payments to you as soon as possible after they have been received on your behalf. If an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts.

### Handling your money

Our financial arrangements with most insurance companies are on a 'risk transfer' basis. This means we act as agents of the insurer in collecting premiums and handling refunds. In these circumstances, money is deemed to be held by the insurer(s) arranging your policy. However, if risk transfer does not apply, we'll hold that money in a statutory trust account set up in accordance with the FCA Client Assets Sourcebook (CASS) and with our nominated bank. Holding money in line with CASS ensures your money is protected and used only for the settlement of Insurer accounts. We'll retain interest earned on money in a statutory trust account.

### Cancellation Clause

Your insurance may include a cancellation clause. Full cancellation details will be explained to you during the negotiation process. If you fail to pay your premium by the due date the insurance may be cancelled forthwith or by the insurers, giving notice of the cancellation. In the event of cancellation, insurers may return the pro rata premium to us, but you are advised to check your insurance policy for full details of your insurers' cancellation clause. Once our remuneration has been earned if the insurance is cancelled after inception, our commission will not usually be returnable.

### Financial Crime

The National Crime Agency (NCA) requires us to report any suspicious transactions to them. In these circumstances, we might ask for evidence of your identity. This could mean we ask to see your passport, a utility bill or a bank statement. For companies, we might want to see your Certificate of Incorporation or we may check the Companies House register.

### Health & Safety

We cannot be held responsible for any client who fails to comply with current Health & Safety (or other relevant) legislation.

### Termination

Our services may be terminated without cause or penalty by giving one month's notice in writing. If our services are terminated by you other than at the expiry of the policy, we will be entitled to retain the commission payable. The responsibility for handling claims reported after the date of termination shall, in the absence of an express agreement, be the responsibility of the party taking over the role.

### Refusal of service

We reserve the right to refuse service to any customer at our discretion without the need for justification or explanation.

### Law and Jurisdiction

These terms of business are written according to English law. Any legal action or proceedings arising out of or in connection with these terms of business fall under the jurisdiction of English courts.

### Contact us

Address: PolicyBee Ltd, 14 Brightwell Barns, Waldringfield Road, Ipswich, IP10 0BJ  
Tel: 0345 222 5360

**PolicyBee Ltd's Fair Processing Notice**

We collect and process your information to provide insurance policies and to process claims. We also use your information for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from third parties such as insurers, loss adjusters, or our regulators.

If you have questions or concerns about how your information has been used, please call us on 0345 222 5360 or email [contactus@policybee.co.uk](mailto:contactus@policybee.co.uk).

For more information about how we process your information and your rights regarding your personal information please see our full privacy notice at: [www.policybee.co.uk/info/privacy-notice.html](http://www.policybee.co.uk/info/privacy-notice.html).



## Certificate of cover

<b>Policy number:</b>	15135050
<b>The insured:</b>	Foreveryoung ne Ltd
<b>Date this policy starts:</b>	12 July 2023
<b>Date this policy expires:</b>	11 July 2024
<b>Medical malpractice limit of liability:</b>	£500,000 GBP
<b>Public/products limit of liability:</b>	£1,000,000 GBP

Signed by PolicyBee Ltd on behalf of the insurers as noted in the schedule.

A handwritten signature in black ink, appearing to read "Iain Hatfield", with a long horizontal stroke extending to the right.

**Iain Hatfield**  
12 July 2023

## Invoice

Your invoice from PolicyBee Ltd

Reference no. 15135050

Issued on 12 July 2023

Foreveryoung ne Ltd

For your Omnyy business insurance

Effective from 12/07/2023

Premium including IPT @ 12%	£1,108.80
Total	£1,108.80