

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

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

POLICY NUMBER: 0030782

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

Please read this Policy carefully

Authorised Signatory

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

Date: 11/10/2023



UPDATED SCHEDULE

Policy Number: 0030782

Name and Address of Insured: Ms Debbie Askey

9 Dock Street,

Hull, HU1 3DL

Business Name: The Academy by Debbie Askey Limited

Period of Insurance:

From: 11/10/2023 To: 03/06/2024

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

Insured.

Aggregate Limit of Indemnity: £1,000,000.00

Inclusive of **Defence Costs and Legal Expenses**.

Limit of Indemnity for Medical

Professional Liability:

£1,000,000.00

Each and every Claim for each and every claimant inclusive of

Defence Costs and Expenses

Limit of Indemnity for Public £1,000,000.00

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

Defence Costs and Expenses

Extension Sub-Limits 1.3 Loss of Documents GBP5,000

1.4 Premises GBP10,000
1.5 Legal Costs and other Expenses GBP10,000
1.6 Breach of Confidence GBP100,000
1.7 Defamation GBP100,000

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

Aggregate Limit of Indemnity.



Excess: £1,000

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

Extension or **Endorsement**.

Premium: £740.00

Plus UK Insurance Premium Tax £88.80

Total Fees £50.00

Total Premium: £878.80

Your Profession: Aesthetic Practitioner (Not Medically Licensed)

Jurisdiction: The courts of England and Wales

Choice of Law: The laws of England and Wales

Territorial Limits: United Kingdom

Retroactive Date: 04/06/2019



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

Insync Insurance Solutions Limited

9 Albany Park

Cabot Lane

Poole

Dorset

BH17 7BX

Tel: 01200 309 516

Email: claims@insyncinsurance.co.uk

Address for the general queries and cancellations:

Insync Insurance Solutions Limited

9 Albany Park

Cabot Lane

Poole Dorset

BH17 7BX

Tel: 01200 309 516

Email: hello@insyncinsurance.co.uk

Insync Insurance Solutions Limited act as the agent of the Insurers under agreement number B10118F8900MMA223



MEDICAL PROFESSIONAL LIABILITY (MEDICAL MALPRACTICE)

& PUBLIC LIABILITY INSURANCE FOR INDIVIDUALS AND SMALL COMPANIES

ENDORSEMENT LIST

Policy Number: 0030782

Policy Period: 11/10/2023 to 03/06/2024

- 1. Cover hereunder excludes any **Claim**/s and **Defence Costs and Expenses** arising from and/or relating to individuals under the age of 18.
- 2. It is a Condition Precedent to the right to be indemnified under this **Policy** that **You** must ensure that a Patient Information Sheet specific to the administration and risks of each treatment must be provided to the patient, and a consent form must be completed, signed and dated by the patient for each treatment, including a disclosure by them of any medical condition and/or where they are taking any prescribed medication.

Where a medical condition is disclosed and/or prescribed medication is taken, the consent form must include a declaration by the client that they understand how their condition or medication may affect the treatment, including but not limited to, increased bruising, bleeding and longer healing times than normal.

An After Care Sheet must also be provided to the patient after treatment.

- 3. It is a Condition Precedent to the right to be indemnified under this **Policy** that any products and medicines must
 - i. be licensed and registered for use in humans;
 - ii. be licensed and registered for use in the United Kingdom;
- iii. where applicable be CE marked and/or comply with the UK Cosmetics Regulation 2021, European Cosmetics Regulation 1223/2009, the General Product Safety Regulations 2005 and/or any amendments, re-enactments or replacements thereto, and
- iv. in respect of medicine only, be administered to a patient in accordance with the prescription of an appropriate practitioner (as defined in the Medicines Act 1968 and/or any amendments, re-enactments or replacements thereto.
- 4. It is a condition precedent to the right to be indemnified under this **Policy** that **You** administer all treatments in line with all relevant manufacturer's instructions and guidelines.

5. Injectable Treatment Endorsement

It is a Condition Precedent to the right to be indemnified under this **Policy** that in respect of the following treatments: -

- 1. Fat Dissolve:
- 2. Botulinum Toxin;
- 3. Dermal Filler;
- 4. Hyaluronidase/Hyalase;
- 5. Mesotherapy;
- 6. Skin Boosters;
- 7. Intravenous/Intramuscular Vitamin Injections/Drips; and
- 8. 'O' Shot/"P'Shot;
- i. Disposable needles must only be used once. Any leftover product must also be appropriately disposed of, and **You** must dispose of the needle in a sharps bin or equivalent puncture proof disposal container; and
- ii. You must use ampoules/drips for single use only and must not store the ampoule/drip once opened.
- iii. In respect of treatments 1-6 above, **You** must take photographs or digital images of **Your** patient, capturing the area to be treated, before and after treatment. These photographs or digital images must be retained by you for at least seven years after the date of treatment.

For the avoidance of doubt, this Condition Precedent does not apply to: -

- 7. Intravenous/Intramuscular Vitamin Injections/Drips; and/or
- 8. 'O' Shot/'P' Shot.

6. General Beauty Treatments

Cover hereunder extends to the following General Beauty Treatments:

- o aromatherapy;
- o body massage including Indian head, Swedish, hot stone and aromatherapy massage;
- o body wrapping;
- o brow lamination;
- o dry cupping;
- o ear piercing;
- o electrical epilation and electrolysis;

- o electrical facial treatments including high frequency, galvanic, micro-current treatment, micro-dermabrasion and vacuum suction;
- facial massage and skincare;
- o facial peels with a glycolic acid level of less than 40% (excluding phenol);
- o false eyelash application;
- Hopi-ear candles;
- o make-up and spray-on tan application;
- o manicure and pedicure;
- o nail extensions and treatments;
- o radio frequency facials;
- o reflexology;
- o reiki; and
- o threading, waxing and sugaring.

7. Evidence of Qualifications

Cover hereunder excludes any **Claim/**s and **Defence Costs and Expenses** arising from and/or relating to the provision of declared service/s by **You** in the course of **Your Profession** unless **You** hold a recognised professional qualification for the relevant declared services offered and can provide evidence of certification demonstrating successful completion of either:

- i. a relevant training course via a third-party provider or;
- ii. a relevant module undertaken as part of a wider beauty qualification.

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

8. Cover hereunder excludes any **Claim/s and Defence Costs and Expenses** arising from and/or related to remote prescribing activities.

Dermal Filler Endorsement

Cover hereunder is extended to the use of Hyapen/ Hyaluron Pen/ Hylaluronic Pen.

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

- 1. **You** keep a record of the treatment including the brand name of Dermal Filler, batch number, dosage, treatment site, follow up sessions, any adverse reactions, results and any other relevant information;
- 2. In respect of tear trough treatments, **You** use Teosyal Rednesity II filler only.

Cover hereunder excludes any **Claim/**s and/or **Defence Costs and Expenses** arising from and/or relating to:

- a) "Devil Lips and/or Octopus Lips";
- b) Breast Filler;
- c) Buttock and/or Hip Aesthetic Augmentation; and/or
- d) any treatments using Radiesse and/or Sculptra.
- e) any dermal filler that cannot be dissolved by the use of hyaluronidase.

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

Micropigmentation / Microblading / Semi-Permanent Make-Up (including body art and Lip Blush)

It is a Condition Precedent to **Your** right to be indemnified under this **Policy** that **You** must perform a sensitivity patch test on the client using the exact substance that will be applied during the treatment. This must be carried out at least 24 hours before the proposed treatment and the treatment will not proceed if the results of the test are not satisfactory. If there is an adverse reaction then **We** will not be liable for any treatment subsequently carried out.

- 1. **You** will use a new sterile needle for each new treatment which will be disposed of immediately afterwards into a sharps container.
- 2. Cover hereunder excludes any **Claim**/s and **Defence Costs and Expenses** arising from and/or related to: -:
- 3. Patients who are planning on becoming pregnant, or who are pregnant and/or breast feeding;
 - are epileptic and who have had seizures in the past 2 years,
 - have Hepatitis C,
 - are Hemophiliac, or taking Warfarin,
 - are 5 weeks or less pre or post Radiotherapy/Chemotherapy,
 - are using or have used Antabuse or Roaccutane within 6 months of the treatment date,
 - have visible evidence of a cold sore, blister or skin disorder in or close to the area to be treated;
 and/or
 - have a 6GDP deficiency.
- 4. **You** will not use laser for correction procedures.
- 5. You will not use, apply or remove permanent inks or body tattoos, including paramedical tattoos.
- 6. You will not provide advanced procedures such as scalp or medical micropigmentation.

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