



# Policy Summary of Cover Aesthetic & Cosmetic Professional Liability Insurance

## Your Policy At A Glance

This Policy Summary is designed to help you understand your insurance policy by setting out the significant features, benefits, limitations and exclusions. This document does not describe all the terms and conditions of your policy such as treatments insured, Indemnity Limits and Excesses applicable so please take time to read the Policy Certificate and accompanying documents to ensure that you understand the cover it provides.

## Your Insurance Provider

This insurance is underwritten by Marketform, Lloyd's Syndicate 2468. Marketform are authorised and regulated by the Financial Services Authority. Your Policy is administered by Hamilton Fraser in accordance with their Contract with Marketform.

## Period Of Insurance

The policy you have purchased provides cover for the period shown in the Certificate. This will usually be for a duration of 12 Months unless stated otherwise in the Policy Certificate.

## Your Cancellation Rights

You may cancel your policy at any time. Any refund or cancellation credit will be entirely at our discretion and we will retain any commission agreed or fees charged for the arrangement. However, if any claims or incidents have been reported to us no refund of premium will be granted

## Type Of Cover

This is a Combined Liability and Personal Accident policy that, subject to the terms, conditions and exclusions contained in the Policy, provides a) indemnity in the event of third parties bringing claims against you and b) benefits in the event that you suffer bodily injury or illness.

## WHAT YOU ARE COVERED FOR: SECTION ONE – MEDICAL MALPRACTICE

### Significant Benefits

Subject to all the relevant terms, conditions and exclusions, we agree to indemnify you for claims made against you during the Period of Insurance against all sums which you become legally liable to pay as damages arising out of any Malpractice or Good Samaritan Acts and pay all defence costs incurred with our consent, such consent not being unreasonably withheld, in connection with any claim which falls within this Section.

We will also cover you under this Section against Disciplinary & Coroners Inquiry Costs, Criminal Defence Costs & Corporate Manslaughter, Breach of Professional Confidentiality and Data Protection Defence Costs. This is in addition to claims made against you during the Period of Insurance arising out of financial loss to third parties caused by any negligent act, error or omission committed by you in or about the conduct of your occupation or business.

This section of your policy is arranged on a 'claims made' basis which means that your insurers will only consider a claim for any incidents occurring and notified during the policy period. Please refer to your policy wording for a full definition of the claims made basis.

### Significant Or Unusual Exclusions

- Claims you knew about before the policy period;
- Claims or circumstances that you have already notified to an insurer or a Medical Defence Organisation;
- Liability that you assume under contract;
- The Policy is limited to the treatments and procedures as agreed and accepted by underwriters;
- The Policy is limited to the maximum claim payment per incident or in the aggregate during any one period of insurance (limit of indemnity), as detailed on the Policy Certificate;
- The Policy will not be liable for any claim arising from an allegation of sexual conduct unless you are found not guilty in which case Defence Costs will be reimbursed.

## SECTION TWO – THIRD PARTY AND PRODUCTS LIABILITY INSURANCE

### Significant Benefits

Subject to all the relevant terms, conditions and exclusions, we agree to indemnify you against your liability at law for damages and claimants costs and expenses in respect of injury to any person, damage to property, interference with or loss of enjoyment of property as a result of obstruction, trespass or nuisance, occurring during the Period of Insurance and caused in connection with your business.

We will also cover you under this Section for Indemnity to Other Persons, Indemnity to Principals, Cross Liabilities and Defence Costs and Expenses, Libel and Slander.

This section of your policy is arranged on a 'claims occurred' basis, which means that your insurers will cover you for claims occurring during the policy period, regardless of when the claim is notified

to you by the claimant. Please refer to your policy wording for a full definition of the occurrence insurance basis.

#### Significant Or Unusual Exclusions

- Damage to your own property or property in your care, custody or control;
- Liability arising out of either the use of non-proprietary brands or the use of licensed proprietary brands which are not used in accordance with the GMC/GDC/NMC guidelines. Please refer to your Policy Wording for further information on this exclusion;
- Premises Risk (cover restricted to work undertaken at third party premises);
- Overseas Activities (cover restricted to work undertaken in the United Kingdom);
- Liability connected with actual or alleged sexual abuse;
- Recall of Products (cover excludes liability directly or indirectly arising out of the recall of any Product or part thereof);
- The Policy is limited to the maximum claim payment per incident or in the aggregate during any one period of insurance (limit of indemnity), as detailed on the Policy Certificate. With the exception of Disciplinary and Coroners Inquiry Costs, Criminal Defence Costs and Corporate Manslaughter Costs where the maximum claim payment per incident or proceeding is limited to £250,000;
- Libel and Slander arising out of any published material and comments made against any competitors or fines arising there from.

### SECTION THREE – PERSONAL ACCIDENT INSURANCE

#### Significant Benefits

Subject to all the relevant terms, conditions and exclusions, we agree to pay you certain benefits if you sustain Bodily Injury or suffer Illness during the Period of Insurance. For details of the benefits applicable to this section of your policy please refer to your Policy Certificate.

#### Significant Or Unusual Exclusions

- Taking part in hazardous activities;
- VD/AIDS;
- Pregnancy or childbirth;
- Pre-existing conditions;
- Exposure to Danger/Criminal Acts/Alcohol or Drugs.

#### POLICY EXCLUSIONS APPLICABLE TO ALL SECTIONS

- Excluding any claim directly or indirectly caused by any act in violation of any law;
- Excluding indemnity for any claim for malpractice committed prior to the Retroactive Date specified in the Certificate;
- Excluding judgments, awards or settlements made in countries that operate under the laws of the United States of America or Canada;
- Excluding any claim which is the subject of insurance, indemnity or assistance provided by any Medical Defence Organisation;
- Excluding any claim arising out of the manufacture, construction, alteration, repackaging and repair of any products;
- Excluding Claims arising from the contents of any journal or publication or contribution/communication to the press or media;
- Excluding Claims arising out of Copyright, Registered Designs, Trade Marks or Passing Off laws;
- Excluding liability to any Employee in respect of injury arising out of and in the course of his employment by the Insured.

#### Policy Excesses Applicable To All Sections

The Policy Excess that is stated on the Policy Certificate and is subject to all Defence Costs including fees, expenses and damages.

#### Other Conditions To Be Aware Of:

##### Claims Handling And Claims Notification

Initial notification of a claim must be made immediately to

Hamilton Fraser Insurance following you being first made aware of an allegation of any incident. The claims procedure will be explained at this time and any further information required must be supplied to Hamilton Fraser Insurance or their appointed representatives as soon as possible. A claim will not be investigated or honoured by Underwriters until specifically agreed in writing by Hamilton Fraser Insurance or their appointed representatives.

#### Financial Services Authority Regulation

Hamilton Fraser Insurance is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234

#### Applicable Law

If there is a dispute between you and the Insurer, you and the Insurer are free to agree the law applicable. Unless specifically agreed to the contrary this Insurance shall be subject to the laws of England and Wales.

#### Your Right To Complain

If you are not satisfied with any aspect of our services or the insurance provided, you should contact the; Business Delivery Director, Hamilton Fraser Insurance, Kingmaker House, New Barnet, Hertfordshire, EN5 1NZ  
Tel. +44 (0)845 310 6300  
Email. [complaints@hamiltonfraser.co.uk](mailto:complaints@hamiltonfraser.co.uk)  
Web. [www.hamiltonfraser.co.uk](http://www.hamiltonfraser.co.uk)

If you remain unhappy with the manner in which your complaint has been dealt, you may contact Marketform's Complaints Department to review your case without prejudice to your rights in law by contacting;

Complaints Department, Marketform Group Limited, 8, Lloyd's Avenue, London EC3N 3EL  
Tel. +44 (0)20 7488 7700  
Fax. +44 (0)20 7488 7800

If you are not satisfied with the manner in which your complaint has been dealt with, you may ask the Policyholder & Market Assistance Department at Lloyd's to review your case without prejudice to your rights in law. The address is;

Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA  
Tel. +44 (0)20 7327 1000

In the event that you remain dissatisfied and you wish to pursue matters further you may be able to refer the matter to the Financial Ombudsman Service. The Financial Ombudsman Service can normally deal with complaints from private individuals and from small businesses with an annual turnover of less than £1 million (for a group of companies, this means a group annual turnover of less than £1 million).

Their details are;  
Financial Ombudsman Service  
South Quay Plaza,  
183 Marsh Wall, London E14 9SR  
Helpline. 0845 080 1800  
Tel. +44 (0)20 7964 1000  
Web. [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

#### Your Right To Compensation

If you have a turnover or income of less than £1 million a year, you may be eligible for compensation from the Financial Services Compensation, should the Insurer not be able to meet their obligations.

Full details are available at [www.fscs.org.uk](http://www.fscs.org.uk)