



Aesthetic & Cosmetic Professional Liability Insurance

Policy Wording

Your Policy Terms & Conditions

HAMILTON
FRASER
INSURANCE

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Aesthetic & Cosmetic Professional Liability Insurance

Introduction

Thank you for choosing Hamilton Fraser Insurance for your Aesthetic & Cosmetic Liability Insurance.

This booklet and your **Certificate** together contain your full terms and conditions. It is a legal document that you must read to ensure that you understand what your cover includes and what it does not.

If you have any queries or questions please get in touch we would be happy to hear from you.

Regards

Eddie Hooker

Eddie Hooker
Managing Director
Hamilton Fraser Insurance

Call: 0845 310 6300
Click: www.hamiltonfraser.co.uk
Email: cosmetic@hamiltonfraser.co.uk
Fax: 0845 310 6301

Your Aesthetic & Cosmetic Insurance Policy

Please read the policy wording, and certificate of insurance carefully, so you know what you are insured for. Make sure you read the general exclusions, conditions and any endorsements that apply. If the cover is not what you want or you have any questions please contact us at once.

This policy wording replaces all earlier issues of our policy wording.

This is a legally binding contract of insurance between you (the policy holder) and the insurer (as shown on your certificate of insurance). The contract is based on the information you have supplied. The legally binding contract also includes the policy wording and certificate of insurance.

This insurance is governed under English Law unless you have agreed otherwise with your insurer.

The insurance contract is written in English, and any communications about it will be in English.

The Contract is Underwritten by

Marketform Syndicate 2468
8 Lloyds Avenue
London
EC3N 3EL

Marketform Limited are authorised and regulated by the Financial Services Authority

Please note that correspondence should not be sent directly to insurers, but must always be sent to Hamilton Fraser Insurance.

The Contract is Administered by

Hamilton Fraser Insurance
Kingmaker House
Station Road
New Barnet
Hertfordshire
EN5 1NZ

Hamilton Fraser Insurance is a trading name of HFIS plc who are authorised and regulated by the Financial Services Authority.

More information can be found on the FSA's website www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

In order to maintain quality service, telephone calls may be monitored and recorded.

Notification of Claims are to be Made to

Hamilton Fraser Insurance
Kingmaker House
Station Road
New Barnet
Hertfordshire
EN5 1NZ

Call: 0845 310 6300
Click: www.hamiltonfraser.co.uk
Fax: 0845 310 6301
Email: claims@hamiltonfraser.co.uk

Important Information

(Please Read Carefully)

Material Facts

All material facts must be disclosed to **Us**. Failure to do so may affect **Your** rights under the insurance. A material fact is a fact likely to influence **Us** in the acceptance or assessment of this insurance (for example, **Your** own state of health or **Your** past claims experience). If **You** are uncertain if a fact is 'material', then for **Your** own protection it should be disclosed to **Us** so **We** can make a decision.

Understanding Your Insurance

Please read this insurance carefully as it contains terms, conditions, definitions and exclusions which affect the coverage that **We** are providing **You**. If **You** don't fully understand anything which is in this insurance, please contact **Us** and **We** will clarify the situation.

Making a Complaint

We are committed to providing **You** with a high quality service, which **We** expect to maintain throughout the duration of the policy. In order for this level of service to be fully appreciated by **You**, **We** would first ask you to read through this policy document carefully to ensure **You** understand the extent of the coverage provided and the conditions and exclusions that apply – *particularly what is required of **You** if and when **You** become aware of a claim or a circumstance which may give rise to a claim being made against **You**.*

If **You** have any questions or concerns about **Your** policy, **You** should first contact **Your** Broker at the address set out below.

Contact Address:

Hamilton Fraser Insurance Solutions
Kingmaker House
Station Road
New Barnet
EN5 1NZ

Tel: 0845 310 6300

Fax: 0845 310 6301

Email: cosmetic@hamiltonfraser.co.uk

If **You** have any questions or concerns about **Your** policy, which cannot be answered to **Your** satisfaction by **Your** Broker, then please contact **Us** at the address set out below.

If **You** have any complaint or issues over the handling of a claim **You** should, in the first instance, contact **Your** Broker at the address set forth above.

If **You** are unable to resolve the situation with **Your** Broker then **You** can contact **Our** Compliance Officer at the address set out below.

If **You** feel that **We** have not offered **You** a first class service please write and tell **Us** at the address set out below and **We** will do **Our** best to resolve the matter with **You**.

Contact Address:

Marketform Managing Agency
8 Lloyds Avenue
London
EC3N 3EL

Tel: 020 7488 7700

Fax: 020 7488 7800

Email: info@marketform.com

If **You** are unable to resolve the situation with **Us** and wish to make a complaint, **You** can do so at any time by referring the matter to the

Policyholder & Market Assistance Department at Lloyd's, whose contact details are as follows:

Contact Address:

Policyholder & Market Assistance
Lloyd's Market Services
One Lime Street
London
EC3M 7HA

Tel: 020 7327 5693

Fax: 020 7327 5225

Email: Lloyds-Regulatory-Complaints@Lloyds.com

Complaints that cannot be resolved by the Policyholder & Market Assistance Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

Lloyd's underwriters are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's underwriter is unable to meet its obligations to **You** under this contract. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme (7th floor, Lloyds Chambers, Portoken Street, London E1 8BN) and on their website (www.fscs.org.uk).

Data Protection

Both **We** and the agent or broker who sold **You** this insurance promise to deal with all information that **You** give **Us** or them in accordance with the provisions of the Data Protection Act of 1998, or its subsequent amendments or alterations. This may mean that **We** share such information with other parties in connection with the provision of this insurance or in the handling of any claims.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Definitions

Apart from in the various headings, words appearing in bold type in this insurance have specific meanings attached to them, such as "**You**" and "**Us**". When reading this insurance please make sure that **You** refer to the various definitions to ensure that **You** understand what is being said.

The following definition applies to this insurance as a whole and each Section contains definitions which only apply to that particular Section.

We/Us/Our

The term "**We/Us/Our**" means Marketform Syndicate 2468.

Claims Made Liability Insurance

Section One of this Insurance provides liability coverage on what is known as a "Claims Made" basis.

This means that **We** cover **You** for claims which are actually made against **You** and that **You** tell **Us** about during the Period of Insurance regardless of when the incident giving rise to the claim occurred, subject to any Retroactive Date. Also, **We** will cover **You** for any claims which are made against **You** after the Period of Insurance which arise from incidents that happened during the Period of Insurance and which **You** tell **Us** about during the Period of Insurance.

What **You** have to tell **Us** about and when **You** have to tell **Us** is clearly explained in Section One.

When this Insurance is subject to a Retroactive Date, **We** will only cover **You** for claims made against **You** when the incident giving rise to the claim happens after a specific date.

You can also ask **Us** to cover **You** against any Run-Off liability that **You** may have after **Your** business is sold or ceases to trade. If this happens then **We** will cover **You** for claims made against **You** during the Period of Insurance which arise from **Your** previous business activities.

Occurrence Liability Insurance

Section Two of this Insurance provides liability coverage on what is known as an "Occurrence" basis.

This means that **We** cover **You** for claims which are made against **You** as long as the incident giving rise to the claim occurs during the Period of Insurance regardless of when the claim is eventually made against **You**.

What **You** have to tell **Us** about and when **You** have to tell **Us** is clearly explained in Section Two.

Occurrence Insurance

Section Three of this Insurance again provides coverage on what is known as an "Occurrence" basis but in a different way to Section Two.

You are covered for certain consequences of an accident or an illness that occurs during the Period of Insurance.

What **You** have to tell **Us** about and when **You** have to tell **Us** is clearly explained in Section Three.

Several Liability Notice

The subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

Section One Medical Malpractice Insurance

**This Section Provides You With Claims Made Liability Insurance
(With Defence Costs Included Within The Limit Of Indemnity)**

WHAT YOU ARE COVERED FOR

1. Malpractice and Good Samaritan Acts

Subject to the relevant Limit of Indemnity shown in the Schedule, which includes **Defence Costs**, and the terms and conditions which apply to this Section, **We** agree under this Section 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, provided that the total amount payable by **Us** in respect of damages and **Defence Costs** shall not exceed the applicable Limit of Indemnity.

We will not be obliged to pay any **Claim**, judgment, award, settlement or **Defence Costs** or to undertake or continue the defence of any suit or proceeding after the applicable Limit of Indemnity has been exhausted, whether by payment, agreement to pay or by Court Deposit. **We** also have the right to withdraw from the further defence of any suit or proceeding once the applicable Limit of Indemnity has been exhausted and, if this happens, **We** will hand control of the defence over to **You**.

You are only covered under this Section for **Claims** arising out of any **Malpractice** or **Good Samaritan Acts** which are first made against **You** during the Period of Insurance and which **You** have reported to **Us** in accordance with Condition 2. of this Section.

2. Breach of Professional Confidentiality and Data Protection Defence Costs

Subject to the relevant Limit of Indemnity shown in the Schedule and the terms and conditions which apply to this Section, **We** agree under this Section to indemnify **You** for **Claims** made against **You** during the Period of Insurance arising from any Breach of Professional Confidentiality in or about the conduct of **Your** occupation or business as stated in the Proposal or Declaration.

In addition, **We** will indemnify **You** for defence costs incurred with **Our** prior consent in defending a civil action for compensation under section 13 of the Data Protection Act 1998.

We will not, however, be liable under this Clause 2, for:

- a. any **Claims** arising from libel or slander; or
- b. any **Claims** arising from the loss of any documents which are either **Your** property or which are entrusted to **You**, or the costs and expenses incurred by **You** in replacing or restoring such documents.

3. Errors and Omissions

Subject to the relevant Limit of Indemnity shown in the Schedule and the terms and conditions which apply to this Section, **We** agree under this Section to indemnify **You** for **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 as stated in the Proposal or Declaration.

We will not, however, be liable under this Clause 3 for any **Claims**:

- a. arising from any professional services rendered which are not in the conduct of **Your** business or occupation as stated in the Proposal or Declaration;
- b. made against any person who is, has been or may become during the Period of Insurance a principal, partner, director, a member of any ethics committee, employee or volunteer of **Yours** in respect of **Claims** arising from work that they did which was not on **Your** behalf;
- c. made against **You** by any parent, subsidiary or associated company of **Yours** unless the original **Claim** emanates from an independent third party;
- d. made against any party insured under this Insurance by any other party insured under this Insurance;
- e. arising out of or relating directly or indirectly from **Your** insolvency or bankruptcy;
- f. arising out of Infringement of copyright, registered designs, trade marks or passing off or any infringement of the Data Protection Act 1998;
- g. arising out of or relating directly or indirectly to loss of documents, breach of confidentiality, libel, slander or defamation.

Definitions

Wherever the following words and phrases appear in bold in this Section, they will always have these meanings.

1. You/Your

The term "**You/Your**" means:

- a. the individual, partnership, corporation, institution or such other entity which has legal capacity shown in the Schedule as "the Insured";
- b. any person who, during the Period of Insurance, is, has been or may become a principal, partner, director, a member of any ethics committee, employee or volunteer of **Yours** but only in respect of **Claims** arising from work undertaken on **Your** behalf;
- c. the personal representatives of the estate of any person who would otherwise be indemnified under this Section.

2. Good Samaritan Act

The term "**Good Samaritan Act**" means treatment administered by **You** at the scene of a medical emergency, accident or disaster but only if **You** are present either by chance or in response to a S.O.S. call following a disaster.

3. Claim

The term "**Claim**" means any event or series of events arising from one originating cause and for which **You** are required to give **Us** notice in accordance with Condition 2. of this Section.

4. Defence Costs

The term "**Defence Costs**" means all costs, fees and expenses (including representation at any Coroner's Inquest) incurred in the defence or settlement of any **Claim** under this Section.

5. Malpractice

The term "**Malpractice**" means bodily injury, mental injury, illness, disease or death of any patient caused by any negligent act, error or omission committed by **You** in or about the conduct of the **Your** occupation or business as shown in the Schedule.

6. Products

The term "**Products**" means any solid, liquid or gaseous substance or component part thereof.

Exclusions

We shall not be liable under this Section for:

1. Retroactive Date

any **Claim** made against **You** for **Malpractice** or a **Good Samaritan Act** which happened before the **Retroactive Date** shown in the Schedule;

2. USA/Canada

any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada or any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part;

3. Known at Inception

any **Claim** arising out of any **Malpractice** occurring prior to the inception date of this Insurance if prior to inception **You** knew or could have reasonably foreseen that such **Malpractice** might be expected to be the basis of a **Claim**;

4. Previously Notified Claims or Circumstances

any **Claim** arising from any circumstance or occurrence which has been notified to any Medical Defence Organisation and/or Insurers prior to the inception date of this Insurance;

5. Medical Defence Organisation Claims

any **Claim** which is the subject of insurance, indemnity or assistance provided by any Medical Defence Organisation nor will **We** contribute to or pay any part of any such **Claim**;

6. Public Liability

any **Claim** arising from public liability which is deemed to include any bodily injury, mental injury, illness disease or death to any person or loss of or damage to tangible property of any person;

7. Joint Venture

any **Claim** made for work carried out by **You** for or in the name of any joint venture company or association of which **You** form a part;

8. Contractual Liability

any **Claim** arising out of a specific liability assumed by **You** under contract (which goes beyond the duty to use such skill and care as is usual in the exercise of **Your** activities stated in the Proposal Form);

9. Products Liability

any **Claim** arising out of the manufacture of any **Products**, or the construction, alteration, repackaging, repair, servicing, or treating of any **Products** sold, supplied or distributed by **You**, or any **Claim** arising out of the failure of any product to fulfil the purpose for which it was designed, or to perform as specified, warranted or guaranteed;

10. Directors' and Officers' Liability

any **Claim** made against any of **Your** Directors or Officers or Employees arising from any unlawful or negligent act, error or omission, actual or alleged breach of trust, breach of warranty of authority, or breach of duty committed or attempted by such Director or Officer or Employee where such **Claim** is made solely by reason of his holding the position of Director or Officer or Employee and having acted in that capacity;

11. Employers' Liability

any **Claim** by any person for bodily injury, mental injury, disease or death incurred, contracted or occurring while under a contract of service or apprenticeship with **You**, or for any breach of any obligation owed by **You** as an employer to any employee, or any **Claim** in respect of which compensation is available under any Workers' Compensation Scheme and or similar legislation;

However, this Exclusion shall not apply to any **Claim** arising out of any bodily injury, mental injury or death of an employee which is caused by any negligent act, error or omission committed by **You** where the employee is a patient of **Yours**.

12. Criminal Acts/Alcohol/Drugs

any **Claim** directly or indirectly caused by or contributed to by:

- a. any act in violation of any law or ordinance;
- b. any dishonest, fraudulent or criminal act committed by **You**;
- c. the performance of **Your** activities whilst under the influence of intoxicants or narcotics;

13. Pollution

any **Claim** arising from:

- a. personal injury or bodily injury or loss of or damage to, or loss of the use of property directly or indirectly caused by seepage, subsidence, pollution or contamination;
- b. the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.

Conditions

All of these Conditions are Conditions Precedent to **Your** right to be defended or indemnified under this Section. This means that if **You** do not comply with them **We** will have the right not to pay any **Claim** under this Section.

1. Material Alteration

It is understood and agreed that:

- a. all statements, particulars and documents referred to or contained in the Proposal are true; and
- b. during the Period of Insurance **You** must, as soon as reasonably practicable, give **Us** written notice of any alteration which materially affects the risk insured against under this Section.

2. Notification of Claims/Circumstances

You must, as soon as reasonably practicable, and in any event within 30 days, give **Us** written notice of:

- a. every letter of claim, writ, summons or process for **Malpractice** or alleged **Malpractice** against **You** received by **You** during the Period of Insurance; and
- b. the receipt by **You** during the Period of Insurance of notice from any person of an intention to hold **You** responsible for any **Malpractice**; and
- c. any conduct or circumstance during the Period of Insurance which is likely to give rise to a **Claim** for **Malpractice** being made against **You**.

Any such notice must be received by **Us** during the Period of Insurance and in any event within 30 days thereafter.

If **You** give **Us** notice as required by b. or c. above, **We** will treat any **Claim** subsequently made against **You** which arises from the circumstances notified to us as having been made during the Period of Insurance.

You must at all times and in addition to **Your** obligations set out above afford such information to and co-operation with **Us**, or **Our** appointed representatives, to allow **Us** to be able to comply with such relevant Practice Directions and Pre-Action Protocols as may be issued and approved from time to time by the Head of Civil Justice.

All notices should be sent to **Your** broker at the address set out below who will forward them on to **Us**.

Contact Address:

Hamilton Fraser Insurance Solutions
Kingmaker House
Station Road
New Barnet
EN5 1NZ

Tel: 0845 310 6300

Fax: 0845 310 6301

Email: cosmetic@hamiltonfraser.co.uk

3. Access to Records

You must at all times:

- a. maintain accurate descriptive records of all professional services and equipment used in procedures, which shall be available for inspection and use by **Us** or **Our** duly appointed representatives insofar as they pertain to any **Claim** under this Section; and

- b. retain the records referred to in a. above 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; and
- c. give **Us** or **Our** duly appointed representatives such information, assistance, signed statements or depositions as **We** may require; and
- d. assist in the defence of any Claim without charge to **Us**.

4. Defence and Settlement

You must not disclose to any person the terms of this Insurance, no liability shall be admitted, no arrangement, offer, promise, or payment, shall be made or cost or expense incurred by **You** without **Our** written consent. **We** will be entitled to take control of the defence of any **Claim** or to prosecute in **Your** name for **Our** own benefit any **Claim** for indemnity or damages or otherwise against any third party and **We** will have full discretion in the conduct of any negotiations or proceedings on the settlement of any **Claim**. **We** will not settle any **Claim** without **Your** consent. However, if **You** refuse to consent to any settlement recommended by **Us** or **Our** legal representatives and **You** elect to contest or continue any legal proceedings then **Our** liability shall not exceed the amount for which the **Claim** could have been so settled plus the costs and expenses incurred with **Our** consent up to the date of such refusal, which in any event will not exceed the applicable Limit of Indemnity and **You** agree to indemnify **Us** for the amount of any judgment, award, settlement and **Defence Costs** which **We** are found obligated to pay after the date of such refusal.

Additional Cover

The following Additional cover is subject always to the terms, conditions and exclusions applicable to this Section other than as modified by the Additional cover clauses.

1. Disciplinary and Coronial Inquiry Costs

We agree to indemnify **You** for all reasonable legal costs and expenses incurred with **Our** prior written consent and associated with **Your** legal representation at or prior to any:

- a. inquest or Coronial Enquiry; or
- b. General Medical Council (GMC), General Dental Council (GDC) or Nursing and Midwifery Council Enquiry;

but only where the circumstances which are the subject of the Enquiry arise from or relate to **Your** professional activities as insured under this Section. The excess shall apply to any costs incurred under this extension, even where no **Claim** within the policy definition has been made against **You**.

There shall be no cover under this extension if, prior to the inception of this Insurance, **You** were aware, or a reasonable person in **Your** position should have been aware that an Enquiry might take place.

It is a condition precedent to cover under this extension that **You** shall give **Us** notice as soon as practicable after becoming aware of circumstances which might give rise to a claim under this extension and in any event before expiry of the Period of Insurance.

This extension is subject to a limit of GBP 250,000 per Enquiry, regardless of how many insured persons seek representation at the Enquiry.

All other terms and conditions of this Section shall apply to this extension and shall be read as though the Enquiry constituted a **Claim** for policy purposes.

2. Criminal Defence Costs and Corporate Manslaughter

We agree to indemnify **You** for all reasonable legal costs and expenses incurred with **Our** prior written consent and associated with **Your** legal representation in connection with Criminal Proceedings instigated against **You**, including proceedings alleging Corporate Manslaughter.

Cover under this extension is only available where the circumstances which are the subject of the Criminal Proceedings arise from or relate to **Your** professional activities as insured under this Section. The excess shall apply to any costs incurred under this extension, even where no **Claim** within the policy definition has been made against **You**.

There shall be no cover under this extension if, prior to the inception of this Insurance, **You** were aware, or a reasonable person in **Your** position should have been aware that Criminal Proceedings might be brought against **You**.

It is a condition precedent to cover under this extension that the **You** shall give **Us** notice as soon as practicable after becoming aware of circumstances which might give rise to a claim under this extension and in any event before expiry of the Period of Insurance.

This extension is subject to a limit of GBP 250,000 per Proceeding.

Exclusion 12. of this Section shall not apply to cover under this extension.

All other policy terms and conditions shall apply to this extension and shall be read as though the Criminal Proceedings constituted a **Claim** for policy purposes.

3. Sexual Conduct Endorsement

We will not be liable for any **Claim** arising from actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation whether under the guise of treatment or not, or in the course of treatment or not.

However, if a **Claim** has been notified in accordance with the terms and conditions of this Section, this Exclusion shall not apply to Civil Actions following criminal proceedings which **You** are found not to be guilty in which case **We** will reimburse **You** for **Defence Costs**.

Section Two

This Section Provides You With Occurrence Liability Insurance Third Party (Public Liability) Insurance

WHAT YOU ARE COVERED FOR

Subject to the relevant Limit of Indemnity shown in the Schedule and the terms and conditions which apply to this Section, **We** agree under this Section to indemnify **You** as follows. **Our** liability under this Section for all damages and claimants costs and expenses in respect of any one claim or series of claims arising from one occurrence and in all in respect of products liability, if covered, shall not exceed the Limit of Indemnity.

1. Third Party Liability

We agree to indemnify **You** against **Your** liability at law for damages and claimants costs and expenses in respect of:

- a. **Injury** to any person;
- b. **Damage to Property**;
- c. 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 the **Business** within the **Territorial Limits**.

2. Indemnity to Other Persons

We also agree to indemnify:

- a. if requested by **You**:
 - i. any of **Your** directors, partners or **Employees** in respect of liability for which **You** would have been entitled to indemnity under this Section if the **Claim** had been made against **You**; and
 - ii. any officer or member of **Your** social, sports and welfare organisations and fire, first aid and ambulance services while acting in their respective capacities as such;
- b. the legal representatives of any person claiming indemnity under this Section in the event of his/her death and in respect of liability incurred by such person.

3. Indemnity to Principals

Where any contract or agreement entered into by **You** for the performance of work so requires **We** will indemnify the principal in the same manner as **We** would **You** in respect of the principal's liability arising from the performance of the work by **You**.

4. Cross Liabilities

We will indemnify each person to whom this Section applies in the same manner and to the same extent as if a separate Contract of Insurance had been issued to each provided that the total amount of damages payable **Us** shall not exceed the applicable Limit of Indemnity regardless of the number of persons claiming to be indemnified.

5. Defence Costs and Expenses

We will pay all other defence costs and expenses incurred with **Our** written consent:

- a. in addition to the Limit of Indemnity in respect of claims made against **You** other than in than in the United States of America and/or Canada; and
- b. in diminution of the Limit of Indemnity in respect of claims made against **You** in the United States of America and/or Canada.

Definitions

Wherever the following words and phrases appear in bold in this Section, they will always have these meanings.

1. **You/Your**

The term "**You/Your**" means the individual, partnership, corporation, institution or such other entity which has legal capacity shown in the Schedule as "the Insured".

2. **Injury**

The term "**Injury**" means:

- a. bodily injury and includes death, illness and disease;
- b. other injury following any charge of wrongful arrest or malicious prosecution in respect of any allegation of theft or other improper conduct.

3. **Damage**

The term "**Damage**" means physical damage and includes physical loss.

4. **Property**

The term "**Property**" means material property.

5. **The Business**

The term "**Business**" includes:

- a. the ownership or occupation of premises by **You**, including incidental repair and maintenance; and
- b. the provision by **You** of canteen social sports and welfare organisations for the benefit of **Your Employees**; and
- c. fire, first aid and ambulance services; and
- d. private work undertaken with **Your** consent by an **Employee** for **Your** directors, partners or senior officials.

6. **Territorial Limits**

The term "**Territorial Limits**" means:

- a. the United Kingdom of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
- b. elsewhere in the World where **Your** directors, partners or **Employees** who are normally resident in a. above are on a temporary visit in and about the conduct of **Your Business**.

7. **Employee**

The term "**Employee**" means

- a. any person who has entered into or works under a contract of service or apprenticeship with **You**; and
- b. any labour-master and/or person supplied by him; and
- c. any person employed by a labour-only subcontractor; and
- d. any self-employed person; and
- e. any person who is hired to or borrowed by **You**; and
- f. any driver or operator of plant hired to **You**; and

g. any person who is engaged under a work experience or youth training scheme;

while working for **You** in connection with **Your Business**.

8. Pollutants

The term “**Pollutants**” means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

9. Offshore

The term “**Offshore**” means:

- a. any offshore rig or offshore platform;
- b. any form of transport/Conveyance to or from such offshore rig or offshore platform.

10. Sexual Nature

The term “**Sexual Nature**” means but is not limited to sexual gratification, discrimination, coercion, harassment or pressure of any kind.

Exclusions

We shall not be liable under this Section for:

1. Products Liability

liability caused by or arising from goods sold or supplied, repaired, serviced, tested, altered, installed, processed or delivered by or through **You** other than:

- a) goods in **Your** possession or **Your** Employees;
- b) food or drink sold or supplied by **You**;
- c) merchandise or souvenirs sold or supplied by **You**;

2. Employers' Liability

liability to any **Employee** in respect of Injury arising out of and in the course of his employment by **You**;

3. Custody or Control

Damage to:

- a. **Property** belonging to **You** or in **Your** custody or under **Your** control or of any **Employee** (other than **Property** belonging to **Your** guests, visitors, directors, partners or **Employees**);
- b. that part of any **Property** on which **You** or any **Employee** or agent of **Yours** is or has been working where the **Damage** results from such work;

4. Deliberate Acts

liability caused by or arising from any deliberate act or omission by **You** or on **Your** behalf and which **You** could reasonably have expected having regard to the nature and circumstances of such act or omission;

5. Craft and Vehicles

liability arising out of the ownership, possession or use by **You** or **Your** on behalf or caused by any:

- a. craft designed to travel in or through air, space or water;
- b. mechanically propelled vehicles;

for which no specific indemnity is provided elsewhere in this Section;

6. Offshore

liability arising **Offshore**;

7. Concessionaires, Suppliers, Sub-Contractors

liability incurred by any concessionaires, suppliers or sub-contractors operating under their own trading name unless **You** have established that the operators thereof have adequate employers' and public liability insurance indemnifying **You** as principal;

8. Advice, Professional Services

liability caused by or arising from:

- a. advice, design or specification given by **You** or on **Your** behalf for a fee;
- b. professional services rendered by **You** or on **Your** behalf;

9. Claims by Patients

any claim made by a patient of **Yours** or by a person upon whom **You** have performed treatment if the claim arises out of Malpractice or a Good Samaritan Act (both as defined in Section One);

10. Sexual Abuse

liability arising directly or indirectly out of or in connection with any actual or attempted conduct or contact of a **Sexual Nature**;

11. Asbestos

liability arising out of:

- a) mining, processing or manufacturing of asbestos; or
- b) work undertaken by contractors to remove or transport pure asbestos and products made mainly or entirely of asbestos;

12. Toxic Mould

Injury or **Damage**, caused by or arising out of, alleging or attributable to the existence of mould, fungus/fungi, spore(s), mildew(s), mushroom(s), yeast(s) or bio-contaminant(s) or any by-product therefrom;

13. Gradual Environmental Impairment

any liability for or consequent upon:

- a. **Injury** or **Damage** to **Property** directly or indirectly arising out of the discharge dispersal release or escape of **Pollutants**;
- b. the cost of removing nullifying or cleaning up **Pollutants**;
- c. fines, penalties or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of **Pollutants**;

occurring within the **Territorial Limits** other than in the United States of America and/or Canada;

Notwithstanding the foregoing, this Section shall cover liability otherwise excluded under paragraphs a. and/or b. above which arises from a sudden, identifiable, unintended and unexpected happening which takes place in its entirety at a specific time and place during the Period of Insurance provided that all discharges, dispersals, releases or escapes of **Pollutants** arising from one incident shall be deemed for the purposes of this Section to have occurred at the time such incident takes place.

Our liability for all damages payable in respect of all discharges, dispersals, releases or escapes of **Pollutants** which is deemed to have occurred during the Period of Insurance shall not exceed the applicable Limit of Indemnity in the aggregate.

This Exclusion shall not extend this Section to cover any liability which would not have been covered under this Section had this Exclusion not been incorporated herein.

Nothing contained in the foregoing shall be deemed to increase the Limit of Indemnity beyond the amount stated in the Schedule.

14. North American Pollution

any liability for or consequent upon:

- a. **Injury** or **Damage** to **Property** directly or indirectly arising out of the discharge, dispersal, release or escape of **Pollutants**;
- b. the cost of removing, nullifying or cleaning up **Pollutants**;
- c. fines, penalties or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of **Pollutants**;

occurring within the United States of America and/or Canada or any territory within the jurisdiction thereof.

15. Non Proprietary Brands Exclusion

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 General Medical Council (GMC), the General Dental Council (GDC) or the Nursing and Midwifery Council guidelines.

The Products Liability coverage under this Section only provides indemnity for loss, injury, damage, claim or defence costs and expenses arising out of the use of licensed proprietary brands used in accordance with General Medical Council (GMC), the General Dental Council (GDC) or the Nursing and Midwifery Council guidelines.

Licensed proprietary brands used must be registered and either United States Food and Drug Administration (FDA) or European Union (EU) licensed and must be sourced within the EU.

Conditions

1. Reasonable Precautions

- a. **You** must shall exercise reasonable care in the selection and supervision of **Employees** and **You** and/or person claiming to be indemnified under this Section must take all reasonable steps to prevent any occurrence which may give rise to a claim under this Section and to comply with all statutory and other obligations and regulations imposed by any authority.
- b. **You** must ensure that adequate first aid/medical facilities are kept available for use at all times.
- c. **You** must inspect **Your** premises and equipment on a regular basis (not less than once a week) and any repairs must be noted carried out where necessary.

2. Claims

In the event of a claim or circumstance which may give rise to a claim under this Section:

- a. it is a condition precedent to **Our** liability under this Section that **You** and/or any person claiming to be indemnified shall:
 - i. notify **Us** within 30 days of their knowledge or such claim or circumstance giving full particulars of the occurrence;
 - ii. notify **Us** in writing immediately they shall have knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any occurrence for which there may be liability under this Section;
 - iii. forward to **Us** immediately on receipt every letter, claim, writ, summons or process;
 - iv. give all such information and assistance as **We** or **Our** representatives may require;

All notices should be sent to **Your** broker at the address set out below who will forward them on to **Us**.

Contact Address:

Hamilton Fraser Insurance Solutions
Kingmaker House
Station Road
New Barnet
EN5 1NZ
Tel: 0845 310 6300
Fax: 0845 310 6301
Email: cosmetic@hamiltonfraser.co.uk

- b. **We** will be entitled:
 - i. to have the sole conduct and control of any claim and legal proceedings relating thereto and **You** and/or any person claiming to be indemnified shall not negotiate, admit liability or make any promise or payment without the written consent of **Us** or **Our** representatives;
 - ii. to prosecute in **Your** name and/or any person claiming to be indemnified for **Our** benefit any claim for damages or indemnity.

3. Discharge of Liability

We may at any time pay to **You** the amount of the Limit of Indemnity (after deduction of any sum or sums already paid as damages) or any lesser amount for which any claim or claims may then be settled and upon such payment **We** shall relinquish conduct and control of such claim or claims except for

expenses of litigation recoverable and shall be under no further liability in connection with such claim or claims except for other costs and expenses incurred with **Our** written consent in respect of matters prior to the date of such payment.

4. Jurisdiction

We will not indemnify **You** under this Section in respect of any claim for damages brought in the courts of countries outside the areas described in paragraph a. of the Territorial Limits (or the enforcement of a judgement obtained in any such courts).

Extensions

The following Extensions will be subject always to the terms, conditions and exclusions applicable to this Section other than as modified by the Extensions themselves.

1. Contractual Liability

Provided the conduct and control of claims is vested in **Us**, **We** will indemnify **You** in respect of liability which attaches by virtue of a contract or agreement.

2. Defective Premises Act 1972

The indemnity provided by this Section is extended to include liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of the disposal of any premises which were occupied and/or owned by **You** in connection with **Your Business** but **We** will not be liable in respect of:

- a. the cost of making good replacement or reinstatement of any defect or workmanship giving rise to such liability; or
- b. any **Damage** to such premises.

3. Leased and Rented Premises

Exclusion 3.a. of this Section shall not apply to **Damage** to premises leased, rented or temporarily occupied by **You**.

Provided always that **We** shall not be liable in respect of:

- a. liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement;
- b. the first GBP 500 of **Damage** caused otherwise than by fire or explosion.

4. Motor Vehicles

Notwithstanding anything contained in Exclusion 5. of this Section and provided **You** are not more specifically insured elsewhere, **We** will indemnify **You** under this Section against **Your** liability at law for **Injury** or **Damage**:

- a. caused by any motor vehicle which is owned by **You** or in **Your** possession or being used by **You** or on **Your** behalf:
 - i. which is licensed for road use and is being used in circumstances which do not require insurance or security under any road traffic legislation; or
 - ii. whilst in use as a tool of trade but this indemnity shall not apply to liability in respect of which insurance or security is required under any road traffic legislation;
- b. happening during the act of loading or unloading of a motor vehicle.

5. Motor Contingent Liability

Notwithstanding anything contained in Exclusion 5. of this Section **We** will indemnify **You** against **Your** liability at law for **Injury** or **Damage** arising out of the use of any motor vehicle owned by an **Employee** and which is being used in connection with the **Business**.

Provided that **We** shall not be liable in respect of:

- a. liability arising when such motor vehicle is being driven:
 - i. by **You**;
 - ii. with **Your** general consent by any person who to **Your** knowledge does not hold a licence to drive such vehicle unless such person has

held and is not disqualified from holding such a licence;

- b. **Damage** to any such motor vehicle;
- c. any occurrence arising outside the United Kingdom of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

6. Libel and Slander Extension

We agree to indemnify **You** for **Claims** made against **You** for Libel and/or Slander committed without animosity by reason of words written or uttered by **You** in or about the conduct of **Your Business**.

It is a condition precedent to **Your** right to be defended or indemnified under this Extension that in the event of a **Claim You** will, upon **Our** reasonable request, issue an apology and expression of regret, the form and content of which are to be approved by **Us**. If on receipt of such a request from **Us You** refuse to issue such an apology and expression of regret, **We** will not be liable to defend or indemnify **You** in respect of any damages, costs and/or expenses incurred after the date of such refusal.

We will be not liable under this extension for:

- a. any **Claims** arising from the contents of any journal or publication, or in any communication or contribution to the press or media;
- b. any **Claims** arising from Libel or Slander committed or alleged to have been committed against professional adversaries or business competitors;
- c. any fines, penalties, punitive or exemplary damages;
- d. any **Claims** arising from any infringement of the Data Protection Act 1998.

7. Products Liability Extension

The following Exclusion is deemed deleted from this Section:

“1. Products Liability

liability caused by or arising from goods sold or supplied, repaired, serviced, tested, altered, installed, processed or delivered by or through **You** other than:

- a) goods in **Your** possession or **Your** Employees;
- b) food or drink sold or supplied by **You**;
- c) merchandise or souvenirs sold or supplied by **You;**”

This Extension Does Not Cover

1. Product Guarantee

liability for costs incurred in the repair, reconditioning, modification or replacement of any product or part thereof and/or any economic loss consequent upon the necessity for such repair, reconditioning, modification or replacement;

2. Recall

liability arising directly or indirectly out of the recall of any product or part thereof.

Additional Conditions

The following Additional Conditions are subject always to the terms, conditions and exclusions applicable to this Section other than as modified by the Additional Conditions themselves.

1. Bona Fide Sub Contractors

It is a condition precedent to liability under this Section that all Sub-Contractors engaged by **You** hold their own liability policies in force, covering the activities for which they have been engaged and with a minimum public liability limit of indemnity of GBP 2,000,000.

It is **Your** responsibility to check that such cover is in force.

2. Premises Risk Exclusion

We will not indemnify **You** for damages or claimant's costs and expenses arising out of activities undertaken at any premises owned or normally occupied by **You**.

3. Overseas Activities Exclusion

We will not indemnify **You** for damages or claimant's costs and expenses arising out activities undertaken outside the United Kingdom of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Section Three

This Section Provides You With Occurrence Insurance Personal Accident Insurance

What You Are Covered For

Subject to the terms and conditions which apply to this Section, **We** agree under this Section agree with **You**, to the extent and in the manner herein provided, that if **You** sustain **Bodily Injury** or suffer **Illness** during the Period of Insurance, **We** will pay to **You**, or to **Your** Executors or Administrators, according to the Schedule of Compensation after the total claim shall be substantiated under this Section.

Provided Always That:

1. compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one **Accident** (except for any compensation payable hereunder);
2. if Item 1 of the Schedule of Compensation is covered and an **Accident** causes **Your** death within twelve months following the date of the **Accident** and prior to the definite settlement of the compensation for disablement provided for under Items 2 to 7 of the Schedule of Compensation, there shall be paid only the compensation provided for in the case of death;
3. no claim shall be payable under Items 10 or 11 of the Schedule of Compensation should **Illness** cause **Your** death within twelve months of that **Illness** declaring itself;
4. compensation shall only be payable under items of the Schedule of Compensation if:
 - a. under Item 1, death occurs within twelve months of the date of the **Accident**;
 - b. under Items 2 to 6, loss occurs within twelve months of the date of the **Accident**;
 - c. under Item 10, loss occurs within twelve months of **Illness** declaring itself;
 - d. under Items 7 and 11, **You** become totally disabled within twelve months of the date of the **Accident**, or of **Illness** declaring itself, and such disablement lasts for twelve months.

Definitions

Wherever the following words and phrases appear in bold in this Section, they will always have these meanings.

1. **You/Your**

The term "**You/Your**" means the directors, partners and employees of the individual, partnership, corporation, institution or such other entity which has legal capacity shown in the Schedule as "the Insured".

2. **Bodily Injury**

The term "**Bodily Injury**" means identifiable physical injury which:

- a. is caused by an **Accident**, and
- b. solely and independently of any other cause, except **Illness** directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of **You** within twelve months from the date of the **Accident**.

3. **Accident**

The term "**Accident**" means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, including exposure resulting from a mishap to a conveyance in which **You** are travelling.

4. **Illness**

The term "**Illness**" means **You** having an illness which declares itself during the Period of Insurance and occasions **Your** total disablement within twelve months after declaring itself.

5. **Permanent Total Disablement**

The term "**Permanent Total Disablement**" means disablement which entirely prevents **You** from attending to any business or occupation of any and every kind and which lasts twelve months and at the expiry of that period is beyond hope of improvement.

6. **Loss of a Limb**

The term "**Loss of a Limb**" means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

7. **Air Travel**

The term "**Air Travel**" means being in or on or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.

Exclusions

We shall not be liable under this Section if **You**:

1. Hazardous Activities

engage in or taking part in:

- a. naval, military or air force service or operations;
- b. winter sports (other than skating or curling):
 - i. at any winter sports resort; or
 - ii. anywhere outside the United Kingdom of Great Britain, Northern Ireland, the Isle of Man, and the Channel Islands;
- c. skin diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, hang gliding, parachuting, hunting on horseback, or driving or riding in any kind of race;
- d. driving or riding on motor cycles or motor scooters other than mopeds;

4. Air Travel

engage in **Air Travel** except as a passenger in a properly licensed multi-engine aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern;

5. Suicide/Insanity

commit suicide or attempted to commit suicide or intentional self-injure **Yourself** or **You** are in a state of insanity;

6. VD/AIDS

have venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named;

7. Exposure to Danger/Criminal Acts/Alcohol or Drugs

deliberately expose **Yourself** to exceptional danger (except in an attempt to save human life), or if **You** commit a criminal act, or if **You** are under the influence of alcohol or drugs;

8. Pregnancy or Childbirth

are pregnant or are giving birth to a child.

Conditions

1. Greater Risk

If **You** regularly engage in any occupation, sport, pastime or activity in which materially greater risk may be incurred than disclosed in connection with this Insurance without first notifying **Us** and obtaining **Our** written agreement to the amendment of this Insurance (subject to the payment of such additional premium as **We** may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any **Accident** or **Illness** arising therefrom.

2. Pre-existing Conditions

If the consequences of an **Accident** are aggravated by any condition or physical disability of **Yours** which existed before the **Accident** occurred, the amount of any compensation payable under this Section in respect of the consequences of the **Accident** shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.

3. Notice

Notice must be given to **Us** as soon as reasonably practicable of any **Accident** or **Illness** which causes or may cause disablement within the meaning of this Section, and **You** must as early as possible place **Yourself** under the care of a duly qualified medical practitioner.

Notice must be given to **Us** as soon as reasonably practicable in the event of **Your** death resulting or alleged to result from an **Accident**.

All notices should be sent to **Your** broker at the address set out below who will forward them on to **Us**.

Contact Address:

Hamilton Fraser Insurance Solutions
Kingmaker House
Station Road
New Barnet
EN5 1NZ
Tel: 0845 310 6300
Fax: 0845 310 6301
Email: cosmetic@hamiltonfraser.co.uk

It is a condition precedent to **Our** liability to pay compensation to **You** or **Your** representatives, that all medical records, notes, and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of **Us** and that such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to examine **You**.

4. Other Insurance

This Section is issued on the condition that **You** have no other illness insurance in force except as specifically declared to **Us** at inception or agreed by **Us** during the Period of Insurance.

General Conditions Of This Insurance

The following Conditions apply to all Sections of this Insurance:

1. Premium Payment Warranty

It is hereby warranted that all premiums due to **Us** under this Insurance are paid by **You** within 60 days from inception.

If **We** do not receive the premium from **You** by Midnight on the Premium Due date then this Insurance will become void with effect from Inception.

2. Observance of Terms

Our liability under this Insurance is conditional upon any person claiming indemnity under this Insurance complying with its terms. The truth of the statements and answers in the proposal and all information given to Us about the risk shall be conditions precedent to Our liability to make any payment under this Insurance. The proposal (whether verbal or written) together with any supplementary proposals and declaration made by You are the basis of and form part of this Insurance.

3. Non-Contribution

If at the time any claim arises under this Insurance there is or but for the existence of this Insurance there would be any other insurance covering You for the same risk or liability We will not be liable except in respect of any excess beyond the maximum amount which would be payable under such other insurance had this Insurance not been effected.

4. Excess Clause

You must bear the amount of any excess stated in the Schedule.

You will be liable for payment of the excess before We will be liable to make any payment under this Insurance, but We will refund to You any amount of the excess, in full or in part, should any claim be ultimately settled for any amount less than such excess.

5. Professional Instruments

It is a condition precedent to Your right to be defended and indemnified by Us that any tool or implement used or intended for use in the performance of Your professional duties and which is intended to be in contact with bodily fluid (whether human or animal) or penetrate tissue (whether human or animal) shall be:

- a. handled, used and stored in accordance with the manufacturers' instructions; and
- b. where approved by the manufacturers and by the Department of Health or equivalent to be used more than once, sterilised prior to such use:
 - i. using only sterilised apparatus specifically approved by the manufacturer and in accordance with instructions, recommendations or guidelines of such manufacturer;
 - ii. in accordance with Department of Health guidelines or equivalent.

6. English Law and Jurisdiction

Any dispute concerning the interpretation of the Terms, Conditions, Limitations and/or Exclusions contained herein is understood and agreed by both You and Us to be subject to the laws of England. We both agree to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the laws and practice of such court.

7. Fraud/Concealment

Any fraud, concealment, or deliberate misstatement either in the proposal on which this Insurance is based or in relation to any other matter affecting this Insurance or in connection with the making of any claim hereunder shall render this Insurance null and void and all claims hereunder shall be forfeited.

General Exclusions Of This Insurance

The following Exclusions apply to all Sections of this Insurance:

We will not be liable under this Insurance for:

1. War and Terrorism

loss, injury, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b. any act of terrorism;

For the purpose of this exclusion, an act of terrorism means 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 including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to a. and/or b. above.

If **We** allege that by reason of this exclusion, any loss, injury, damage, cost or expense is not covered by this Insurance the burden of proving the contrary shall be upon **You**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

2. Radioactivity

any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

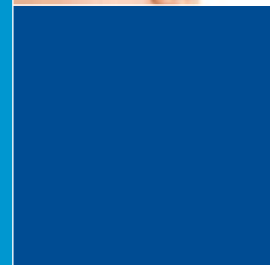
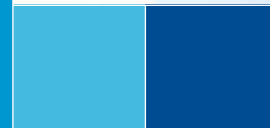
- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

3. Punitive or Exemplary Damages

any liability for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards of damages or in any other form whatsoever;

4. Fines, Liquidated Damages, Penalties

any liability for fines, liquidated damages or amounts under any penalty clause.



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Hamilton Fraser Insurance

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Station Road, New Barnet,
Hertfordshire EN5 1NZ

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Hamilton Fraser Insurance is a trading name of HFIS plc. HFIS plc are authorised and regulated by the Financial Services Authority

Registered Office:

42 Lytton Road, Barnet, Hertfordshire, EN5 5BY

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AESTHETIC & COSMETIC PROFESSIONAL LIABILITY INSURANCE