

# PROFESSIONAL BEAUTY DIRECT PUBLIC PRODUCTS & TREATMENT LIABILITY POLICY – SUMMARY OF COVER

Insurances

This document is a guide to the cover provided under your Professional Beauty Direct policy. It is only a summary and does not contain the full terms and conditions of the contract. For full details of your cover please read your insurance policy, your Certificate of Insurance (which indicates operative sections) and any endorsements that apply. A copy of your insurance policy wording can be obtained online at www.professionalbeautydirect.co.uk or by contacting your Insurance Advisor.

### Public and Products Liability cover is a compulsory section of this policy. The other sections are optional.

Groupama Insurance Company Limited provides this insurance

Type of Insurance Package for Beauty Professionals including Nail Technicians and Hair Stylists

Period of Cover 12 Months or as shown on the Certificate of Insurance

The law which applies to the contract

The law of England and Wales unless agreed otherwise

| PUBLIC AND PRODUCTS LIA Significant Features and Benefits  | SILITY Significant Exclusions or Limitations   | Section of the Policy that contains further details  |  |  |
|--|--|--|--|--|
| This section covers your legal liability arising out of accidental Injury to members of the public or accidental loss of or damage to their property resulting directly from the business within the Territorial Limits during the period of insurance (including claimants' costs and expenses)  Legal defence costs in defending a claim are also insured, subject to our agreement  The standard Limit of Indemnity provided for Public Liability is £3,000,000 for any one event except for liability arising from Treatments which is £3,000,000 for any one period of insurance. There is an option to increase to £5,000,000  The standard Limit of Indemnity provided for Products Liability is £3,000,000 for any one period of insurance. There is an option to increase to £5,000,000 | Territorial Limits: England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man, and any member country of the European Union  Exclusions: Liability  Arising from work in or on or in connection with:  docks, harbours or railways watercraft or offshore gas or oil installations chemical or petrochemical works, oil or gas refineries or storage facilities aircraft, airports or airfields collieries, mines or quarries power stations any installation where nuclear processing is undertaken Arising from work or visits offshore For damage to property in your custody or control or being worked upon From design or advice given for a fee For costs incurred in recalling, repairing or replacing any product or of rectifying defective workmanship For gradual pollution or contamination Arising from removal, handling or disposing of asbestos Arising from fraud forgery or deception For the first £100 of every Third Party Property Damage claim Arising from the hiring out of equipment In connection with Salon premises owned leased or rented by you or in which you are working other than where a formal contract exists between | Public and Products Liability "Injury" is defined in the Definitions  Public and Products Liability  "Treatments" is defined in the Definitions  "Offshore" is defined in the Definitions  "Products" is defined in the Definitions  Public and Products Liability  Public and Products Liability  "Salon" is defined in the Definitions |  |  |
|  | you and the Salon owner making you responsible for maintenance of the Salon or any equipment provided by the owner of the Salon  Warranties applicable to individual Treatments must be complied with  | The Certificate of Insurance shows the Limit of Indemnity, details of Standard Treatments covered and any Additional Treatments added by you   |  |  |

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| Significant Features and Benefits  | Significant Exclusions or Limitations   | Section of the Policy that contains further details                                  |
|--|---|--|
| The Retroactive Public and Products Extension extends the indemnity provided by this policy in respect of Injury caused prior to the start of your policy  | <ul> <li>Only applies if the claim is first made during this Period of Insurance</li> <li>Only applies if the you are unable to establish the identity or existence of a previous Insurer or you are unable to obtain Indemnity under a previous Policy (see Policy for full conditions)</li> <li>Will not apply to any cause happening before the Retroactive Date</li> </ul>  | Public and Products Liability  "Retroactive Date" is explained within this Extension |
| The Non Injury Treatment Extension provides cover where no Injury has occurred, for breach of professional duty consequent upon any neglect error or omission in providing advice or Treatment   | <ul> <li>A claim must first be made in writing against you</li> <li>The claim must be notified to Us during the Period of Insurance</li> <li>We will not be liable for the first 10% of any claim or any cause happening before the Retroactive date</li> <li>We will not be liable for any amount in excess of £50,000 in respect of all losses occurring in the aggregate in any one period of insurance</li> </ul> | Public and Products Liability  "Retroactive Date" is explained within this Extension |
| Legal costs and expenses incurred for representation at any coroners inquest or inquiry in respect of any death which may be the subject of indemnity  | Costs and expenses must be incurred with our written consent  | Public and Products Liability<br>Extensions  |
| The Indemnity to Principal Extension will indemnify any Principal for legal liability arising out of work carried out by you under a contract or agreement so long as indemnity would have been provided had the claim been made against you | The Principal must comply with the terms and conditions of the Policy  We must have full control of all claims  | Public and Products Liability Extensions  "Principal" is defined within the Extensi  |

| PROPERTY / EQUIPMENT SE  | CTION   |  |
|--|---|--|
| Significant Features and Benefits  | Significant Exclusions or Limitations   | Section of the Policy that contains further details        |
| Loss of or damage to  Stock Equipment Fixtures Fittings Computer Equipment and all other equipment used in connection with your Trade or Business either your property or hired in for which you are responsible  Limit not exceeding £5,000 any one event | Cover applies anywhere in the European Union  Excess £50 each and every loss  Exclusions:  Theft from unattended vehicles overnight unless in a securely locked garage or alarmed vehicle with an approved alarm  Theft of unattended moveable property in the open  Theft from any building not involving forcible and violent entry into or exit from such building  Theft from open sided or open backed vehicles / trailers | Property / Equipment Section  Property / Equipment Section |

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| GENERAL EXCLUSIONS and G Significant Conditions   | Significant Exclusions  | Section of the Policy that contains further details       |
|---|---|---|
| You must comply with the conditions of the policy explained in the General Conditions section of the policy wording for cover to apply.  These include:  your duty to take reasonable precautions to prevent injury, loss or damage  actions you must take as soon as you are aware of a possible claim under the policy. | <ul> <li>EXCLUSIONS The policy excludes loss, damage, injury or liability arising from or relating to: <ul> <li>Nuclear or radioactive materials or incidents</li> <li>Acts of War</li> <li>Acts of Terrorism</li> <li>Loss, damage or liability that is more specifically insured</li> <li>Fines, penalties and punitive damages</li> </ul> </li></ul> | General Exclusions or General Conditions (as appropriate) |

This insurance is underwritten and administered on behalf of Groupama Insurances by InEvexco Limited. Should you have a query regarding this insurance please contact:

InEvexco Limited PO Box 431 West Malling ME6 9GY

Phone: 0845 605 8670

Email: info@professionalbeautydirect.co.uk

#### How to complain

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list.

For complaints about claims, please phone 0844 748 0117 or email claims.director@groupama.co.uk.

For complaints about policy administration and documents, please phone 0845 605 8670 or email complaints@professionalbeautydirect.co.uk.

If you are not happy with our final response, you may be able to pass your complaint to the Financial Ombudsman Service. More information is available from us or the Ombudsman.

#### **Financial Services Compensation Scheme**

We, Groupama Insurance Company Limited, are covered by the Financial Services Compensation Scheme (FSCS). If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.gov.uk or by phone on 0207 741 4100.

Groupama Insurance Company Limited Registered Number 995253
Registered in England
Registered Office: 6th Floor, One America Square, 17 Crosswall, London, EC3N 2LB
United Kingdom
www.groupama.co.uk
Member of the Association of British Insurers
Authorised and regulated by the Financial Services Authority

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## **WARRANTIES APPLICABLE TO TREATMENTS**

**Sterilisation** - all open-blade razors or needles shall be brand new or shall be thoroughly sterilised prior to commencing Treatment on each and every customer

**Qualifications -** You hold the relevant certificates and or qualifications applicable to all Treatments provided

**Manufacturers Instructions -** any equipment and products for the performance of Treatments will be used by you in accordance with manufacturer's instructions

Nail Extensions - You will check that the client is not allergic to acrylics or plastics prior to applying false nails or nail extensions and before proceeding with the Treatment obtain written consent from the parent or guardian of persons under the age of 14 prior to performing nail extensions.

Alpha Hydroxy & Beta Hydroxy Acid Treatments - Prior to AHA or Enerpeel PA or Glycolic or Gly Derm Treatments being performed each client will be given full aftercare instructions by you and will sign a record card to the effect that the client will carry out the after-care. Maximum concentration of Glycolic or Alpha Hydroxy Acids must not exceed 43% by volume unbuffered /esterified unless agreed in writing by us

**Dietary and Nutritional Advice-** You will ensure that the client obtains consent from their General Practitioner prior to commencing a slimming diet under your advice or instruction

**Ear Piercing** - You will not perform ear piercing other than to the soft non-cartilaginous part of the ear lobe using a system designed to protect the gun instrument from contamination using pre-sterilised ear studs and back clasps. You must obtain written consent from the parent or guardian of persons under the age of 16 prior to performing ear piercing

**Electrical Epilation** - You will use a new sterile needle (which will be disposed of immediately into a sharps container once Treatment is completed) for each client in respect of short wave diathermy

**Eyelash and Eyebrow Tinting Including Semi-Permanent Mascara** - You will perform a sensitivity patch test on the client using the exact substance that is to be applied during the eyelash or eyebrow Treatment at least 24 hours before applying the client's eyelash or eyebrow Treatment for the first time and will not proceed with the Treatment if the results of the test are not satisfactory

**Sunbed Equipment**- Treatment must be carried out in a Salon there must be no more than a combined maximum of two sunbeds and tancabs within the Salon the Salon must not be a Sunbed or Tanning Salon only. You will ensure that prior to each time clients use sun bed equipment each client is given full instructions each client reads the tanning equipment notice and signs a record to that effect each and every time they use the sun bed equipment

**Toning Tables** - You must have received training in the use of toning tables, power plates and vibro plates. You must take from the client their medical history and undertake a written consultation prior to use. You must ensure that the client signs the record card prior to each time they use the equipment stating that they are not suffering from any injury or medical condition that could be affected by the use of toning tables, display prominently the manufacturer's instructions and supervise use of toning tables and will remain on the premises continuously while the equipment is in

**Bikini Hair Colouring-** You will perform a sensitivity patch test on the client using the exact substance that is to be applied during the Bikini Hair Colouring at least 24 hours prior to treating the client for the first time and will not proceed with the Treatment if the results of the test are not satisfactory

**Pregnancy Massage-** You must have the client's General Practitioner or Midwife's consent prior to Treatment. You must not massage over the abdomen. You must not carry out Treatment during the first trimester (12 weeks). You must not massage pressure points on both sides of the ankles nor massage the webbing between thumb and index finger

**Baby Massage -** You must use a doll when teaching the parents/guardians how to carry out baby massage Treatment

**Waxing** – You must hold the relevant qualification certificate for the waxing Treatment carried out

**Omnilux Treatments** – You must not practise any Omnilux Revive or Omnilux Plus Treatment other than skin rejuvenation or any form of Omnilux Blue or Omnilux PDT Treatment.

Face and Body Painting- A parent /guardian or responsible adult must be present to verbally consent to the face painting of a minor. No face painting may be carried out on any minor under the age of three years. You must use only paints which have been specifically formulated as cosmetics for use on the face /body and are EU compliant. You must ensure adequate precautions will be taken to prevent infection from dirty water & brushes and cross infection from sponges already used on other persons. You must ensure no painting will be done in close proximity to the eyes, open wounds, cold sores or other skin conditions

**Su-Do Body Art and Henna Body Art** – You must perform a sensitivity patch test on the client using the exact substance that is to be applied during the Su-Do Body Art or Henna Art Treatment at least 24 hours prior to treating the client for the first time and will not proceed with the Treatment if the results of the test are not satisfactory. You must obtain written consent from the parent or guardian of persons under the age of 16 prior to performing the Treatment

Hartuderm Anti Wrinkle Treatment - You must use a new sterile needle (which will be disposed of immediately into a sharps container once Treatment is completed) for each dient

Thai Foot Massage- You must not under any circumstances carry out the Treatment on persons that have infectious disorders of the feet, have severe bruising to the feet, are in the first trimester of pregnancy, are under the influence of drugs and/or alcohol, have a fever or contagious disease unless approval has been obtained in writing from their General Practitioner carry out the Treatment on persons that have severe circulatory problems such as high or low blood pressure, are in the second or third trimester of pregnancy, have arthritis of the feet, are diabetic, have recently suffered haemorrhage or swellings, have recently had a n operation, are receiving medical Treatment or have a condition that might be affected by Treatment

#### WARRANTIES APPLICABLE TO ADDITIONAL TREATMENTS

Your Certificate of Insurance will state which of the following Additional Treatments are operative. It is warranted that all such Additional Treatments must be carried out by a **trained and qualified person** and in respect of

- A. Low Power Laser Therapy for Dermatological and Chiropody Treatments such Treatments must be carried out within a Salon which retains the services of a qualified Laser Protection Adviser and where you provide and adhere to appropriate Treatment protocols
- B. (a) Red Vein Treatment Skin Tags, Warts, Milia and Spider Naevi by Advanced Electrolysis, Shortwave Diamthermy, Thermo-Coagulation, Veinwave and V Beauty, and Red Vein Treatment and Spider Naevi by the Sterex Blend Method You will check that approval has been given by the client's own General Practitioner In respect of the removal of warts or moles before commencing such Treatments. In respect of the Treatment of Blood Spots and Dermatosis Papulosa Nigra you must hold a Sterex Advanced Certificate
- (b) Red Vein Treatment, Skin Tags, Warts, Milia and Spider Naevi by Laser System or Intense Pulsed Light must be carried out within a Salon which retains the services of a qualified Laser Protection Adviser. You must provide and adhere to appropriate Treatment protocols
- C. Sclerotherapy by Hypodermic Injection, Mesotherapy by Use of Injection Sclerotherapy Treatment by hypodermic injection must be performed in accordance with advice from the clients General Practitioner and you must have attended an approved training course in Sclerotherapy delivered by an appropriate practitioner. In respect of Mesotherapy you must be fully trained and qualified to carry out the Treatment.
- D. Intense Pulsed Light, Intense Flash Light, Variable Pulsed Light or Light Heat Energy Hair Removal such Treatments must be carried out within a Salon which retains the services of a qualified Laser Protection Adviser and You must provide and adhere to appropriate Treatment protocols
- E. Micropigmentation (Including Body Art but Excluding Tattoo Removal Micropigmentation must be carried out by an operative trained for Eyeliner, Eyebrow Liner and Lip Liner having been trained by an authorised teacher who will have issued the relevant certification. You must perform a sensitivity patch test on the client using the exact substance that is to be applied during the Micropigmentation Treatment at least 24 hours before the proposed Micropigmentation Treatment and will not proceed with the Treatment if the results of the test are not satisfactory. If there is an allergic reaction then we will not be liable for any Treatment carried out subsequently. A consent form must be completed and signed by the client. You will use a new sterile needle for each new Treatment which will be disposed of immediately afterwards into sharps container. Provided that we will not be liable for Advanced Procedures cover being restricted to Eyeliner, Eyebrow Lengthening, Eyebrow Filling, Lip Liner and Full In Colour.
- F. Micro Epidermal Skin Technology, Micro Dermabrasion, Skin Rejuvenation, Photo Rejuvenation and Acne Clearance by Intense Pulsed Light, Variable Pulsed Light, Light Heat Energy and Laser Systems, Inch Loss by Laser Lipo must be carried out within a Salon which retains the services of a qualified Laser Protection Adviser. You must provide and adhere to appropriate Treatment protocols. We will not be liable for liability in respect of Smart Lipo and Tattoo Removal
- **G. Ear Piercing of the Cartilaginous Part of the Ear** Treatment is carried out using one of the following systems: Blomdahl Medical Ear Piercing System, Caress 2000, Coren, Inverness, Medisept, New Caflon Disposable, Perfex, Studex Ear Piercing System, Trips Sterile Guard.
- $\mbox{\bf H.}$  Thermo Auricular Therapy (Ear Candles) the ear candles used incorporate a safety filter
- I. Sports Massage must be carried out by a person who holds Level 3 of the National Qualifications Framework or equivalent qualification and a pre-Treatment questionnaire must be completed by the client prior to Treatment being given
- J. Advanced Micropigmentation the Treatment must be carried out by an operative trained for Advanced Procedures by one of the following approved trainers/training schools. Dawn Cragg (London), Nouveau Contour Ltd, Specialist Make-Up Services Ltd, Natural Enhancements Ltd, Finishing Touches (SPMU) Ltd, A consent form must be completed and signed by the client. Treatments defined by Advanced Micropigmentation are Aerola Re-pigmentation, Scar/ Disfigurement/ Stretch Mark Camouflage, Re-pigmentation of Vitiligo, Cleft Palate, Multitrepannic Collagen Actuation and Hair Replacement on the hairline or scalp
- K. Micro-Needling- A local anaesthetic cream is used that is not based on nanosomes. Rollers with needles longer than 1.5mm will not be used. Each medical roller will only be used for one customer, be sterilised prior to each use, be discarded after 6 uses. Sterilisation fluids used to sterilise medical rollers are replaced daily

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