

What is a policy summary?

This document provides key information about Hamilton Fraser Cosmetic Insurance Portfolio. Full terms and conditions of the contract can be found in the policy wording, individual quotation and policy schedule. If you need more information, please consult the policy wording or contact your insurance broker, Hamilton Fraser Cosmetic Insurance on 0800 634 3881.

Policy name: Cosmetic Insurance Portfolio

Type of insurance: Medical malpractice, public and products liability (work away) and personal accident

Underwritten by: Hiscox Underwriting Ltd on behalf of Hiscox Insurance Company Limited

Significant features and benefits

This policy is specifically designed for aesthetic practitioners in the cosmetic industry, giving peace of mind to our customers. All communications, including the policy wordings, are written in plain English with no jargon to ensure that you know exactly what is and, as importantly, what is not covered. The policy includes:

Medical malpractice cover which includes the following as standard:

- claims made against you by third parties for bodily or mental injury, illness, disease or death as a result of your business activities or caused by any Samaritan act performed by you;
- claims made against you by third parties for negligence, breach of intellectual property rights, misuse of information or defamation as a result of your business activities;
- any criminal proceedings brought against you by a Governmental or regulatory body for corporate manslaughter as a result of your business activities;
- the costs of representing you at any properly constituted investigation, inquiry or disciplinary proceedings as a result of your business activities.

Public and products liability for work away cover which includes the following as standard:

- claims made against you by third parties for bodily injury or property damage as a result of your activities;
- claims made against you by third parties for denial of access or personal injury as a result of your activities;
- claims arising from damage to property loaned to or hired or borrowed by you for the purposes of the business;
- claims brought against any of your directors or partners as a result of bodily injury or property damage incurred in a personal capacity whilst temporarily outside of the UK.

Personal accident cover which includes the following as standard:

- a lump sum benefit payment where an insured person suffers an accidental bodily injury which results in their death or permanent disablement during their course of their regular occupation;
- a weekly benefit payment where an insured person suffers an accidental bodily injury which results in their temporary disablement during their course of their regular occupation.

Significant or unusual exclusions and limitations

You will normally have to pay an initial amount for each claim made against you under the policy. These excesses may vary and your quotation and policy schedule will show the specific excesses applicable to you.

You have an obligation to take reasonable steps to prevent accident or injury and to protect your property against loss or damage.

Any claims, circumstances, incidents or losses which you knew about or ought reasonably to have known about prior to the inception of the policy are excluded unless notified previously.

Any special conditions, limitations or terms that may apply will be clearly shown in your individual quotation and schedule. Your policy wording will also clearly show the terms and conditions which apply to your use of heat as part of your business activities.

Medical malpractice cover excludes the following as standard:

- any claims occurring before the inception date of the policy, unless you have retroactive cover shown in the schedule for the date the claim occurred;
- any claims occurring after the expiry of the period of insurance;
- any claim arising from Hepatitis Non-A or any condition associated with HIV;
- any claim arising from the use of instruments that are not handled, used and stored in accordance with the manufacturer's instructions;

- any claims arising from injectable or filler treatments unless photographs or digital images are taken of the client capturing the treatment area immediately prior to treatment, and retained by you for at least three years after treatment;
- any claims arising from laser and IPL treatment unless a skin patch test is undertaken at least 24 hours before: the client's first treatment, treatment on a new part of the client's body, treatment where six months has elapsed since the client's last treatment or where the laser or IPL equipment has been maintained, fixed or repaired since the client's last treatment;
- any claims arising from treatments performed by a person who did not hold a suitable qualification relevant to the treatment when performing it;
- any claims arising from any clinical trial or research project conducted by or for you;
- any claim which is the subject of insurance, indemnity or assistance provided by any medical defence organisation, unless the treatment provided is shown in the policy schedule as a business activity.
- any claim directly or indirectly caused by, contributed to by, resulting from or in connection with any communicable disease, including but not limited to, coronavirus disease (COVID-19). This includes the threat or fear of any such disease.

Public and products liability for work away cover excludes the following as standard:

- any claim arising from the ownership, possession, maintenance or use by you or on your behalf of any mechanically propelled vehicles and their trailers. This does not apply to the loading or unloading of any vehicle off the highway or any mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation;
- any claim arising from the failure of any of your products or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended;
- any claims arising from any products which are: non-proprietary brands, proprietary brands which are not used in accordance with GMC, GDC, NMC or other guidelines stipulated by a replacement governing body, not registered with either the USFDA or EMA, not sourced from the European Union or repackaged, repaired, altered, constructed, treated, serviced or reformed by you;
- any claim arising from asbestos, war, terrorism, nuclear risks or pollution;
- any claim arising from treatment or Samaritan acts;
- any claims arising from work you undertake in any building which owned, rented or leased by you.
- any claim directly or indirectly caused by, contributed to by, resulting from or in connection with any communicable disease, including but not limited to, coronavirus disease (COVID-19). This includes the threat or fear of any such disease.

Personal accident cover excludes the following as standard:

- any claim arising from potholing, caving, hang-gliding, parachuting, parascending, paragliding, kite surfing, mountaineering, coastering or rock-climbing for which the insured person would normally need to use ropes or guides, bungee jumping, white-water rafting or any other activity with a similar increased risk of physical injury;
- any claim arising from any combat sports;
- any claim arising from armed forces activities;
- any claims arising from any physical defect, infirmity or medical condition known to the insured person at the beginning of the policy, unless the defect, infirmity or condition has been without the need of any medical advice or treatment during the 24 months before inception.

Your side of the bargain

Remember, your premium and insurance cover will be based specifically on the details you provide to us. So the information you give us will form a record of your unique combination of demands, needs and circumstances.

Please make sure the information you send us is complete and accurate, and inform us immediately of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. This is particularly important before taking out a policy, but it also applies throughout the life of a policy. You need to bear in mind:

- if you fail to disclose any information material to the insurance you could invalidate the policy, claims may not be paid or alternative terms could be applied to the policy;
- you should read and check all insurance documents to ensure that you are aware of the cover, limits and other terms that apply;
- please be aware of all terms and conditions of your policy as failure to comply with them could invalidate it;
- in the event of a claim, you should take note of the required procedures, such as prompt notice to us of the claims, as stated in the policy documentation;
- as with any insurance, you have an obligation to take reasonable steps to mitigate any loss.

Duration of contract

Insurance contracts normally run for a period of 12 months and your contract period will be clearly shown in your schedule of insurance.

Cancellation rights

If within the first 14 days of the period of insurance you decide that you do not wish to take this policy then we will give you a full refund of the premium and treat this policy as if it never existed.

If you decide to cancel this policy after the first 14 days, you may do so by giving us 30 days notice. We will not provide any refund of premium for any period of insurance left.

We may cancel the insurance by giving you 30 days' notice by post to your correspondence address shown in the schedule. We will return any premium you have paid for any period of insurance left.

Claims service

If you suffer a loss and need to make a claim you should contact your insurance broker Hamilton Fraser Cosmetic Insurance immediately on 0203 907 1780.

If this is not possible our claims team can be contacted during business hours on 0845 213 8899. You will need to provide your Hiscox policy number and full details of the claim, including the date, amount and circumstances of loss.

Hiscox prides itself on its fast, efficient, fair and sensible claims service. It is when you make a claim that you really find out how good your insurer is and we are confident that you will not find a better service in the United Kingdom.

Any questions or complaints?

If you have any questions or concerns about the sale of your policy or the service offered by your broker, please speak to Hamilton Fraser in the first instance. If you have any questions or concerns about the terms of your policy or the decisions regarding the settlement of a claim, please contact our customer relations team at:

Hiscox Customer Relations, The Hiscox Building, Peasholme Green, York, YO1 7PR.

or by telephone on +44 (0) 1206 773 705 or by email at customer.relations@hiscox.com.

Our customer relations team will do all they can to put things right, but if you're still not satisfied, we'll tell you how to take your case to the Financial Ombudsman Service.

If for any reason we can't meet our obligations to you, you may be entitled to compensation. In that case, rest assured we're fully covered by the Financial Services Compensation Scheme (FSCS). For further information visit www.fscs.org.uk.