



HAMILTON
FRASER

COSMETIC
INSURANCE



Medical
Malpractice Insurance
Key Facts Summary

www.hamiltonfraser.co.uk/cosmetic-insurance

Medical Malpractice Insurance

Key Facts Summary

Our Medical Liability Insurance is specifically created to protect practitioners in the cosmetic industry. Our policies are designed to protect practitioners against a variety of business risks.

The purpose of this summary is to give you the key information about the cover provided by our Medical Liability Insurance Policy. This summary does not contain the full terms and conditions of the Policy, which can be found in the Policy wording and Policy Certificate.

Your Insurance Provider

This insurance is underwritten by Hiscox Underwriting Limited on behalf of Hiscox Insurance Company Limited.

Your Policy is administered by Hamilton Fraser Cosmetic Insurance, therefore all correspondence and notices under the Policy should be sent to them. You will find their contact details in your Policy and below.

Type of Insurance Cover

This insurance is a Combined Liability and Personal Accident policy that covers claims made against you arising out of the conduct of your business and provides benefits in the event that you suffer an injury. The duration of cover is stated in your Policy Certificate, which will usually be 12 months. This insurance covers you for the following:

Malpractice - Section 1	
Significant Features and Benefits	Significant exclusions or limitations
<p>Covers claims by patients for injury, illness or death caused by your malpractice that takes place during the course of your business or caused by "Good Samaritan Acts" performed by you at the scene of an accident.</p> <p>Covers the costs of defending criminal proceedings for corporate manslaughter.</p> <p>Covers the costs for representation at inquests or inquiries for circumstances that may form a claim.</p> <p>Cover is provided on a claims made basis, meaning that cover is provided for claims made and notified during the period of insurance. You have the right to extend the period for reporting claims in certain circumstances.</p> <p>The cover includes the payment of defence costs in respect such claims.</p>	<p>Cover is excluded for:</p> <ul style="list-style-type: none"> Malpractice committed before any retroactive date stated in your Policy. Claims you knew about before the Policy began. Any claims or circumstances that you have notified to any other insurer or defence organisation. Claims arising from sexual abuse, although the costs of defending a claim for sexual abuse are covered if you have been found not guilty in criminal proceedings. <p>It is a condition of the Policy that you maintain records of your services.</p> <p>The amount of cover is capped to the limit, which may be any one claim and/or in the aggregate during the period of insurance, as advised in your Policy. This limit includes defence costs.</p> <p>The amount of cover (including defence costs) payable to you shall be reduced by a deductible, in the amount specified in your Policy.</p> <p>Please see the General Exclusions and Section 1 Exclusions in the Policy for further detail.</p>

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Public and Products Liability – Section 2	
Significant Features and Benefits	Significant exclusions or limitations
<p>Cover claims for:</p> <ul style="list-style-type: none"> injury to a person damage to property, and interference with or loss of enjoyment of property as a result of obstruction, trespass or nuisance, caused by you or your products in the course of your business. <p>Cover claims for libel and slander.</p> <p>Covers claims for breach of professional confidentiality and the costs for defending a claim under the Data Protection Act 1998.</p> <p>Covers claims by third parties for financial loss caused by an error or omission by you in the course of your business.</p> <p>Cover is provided on a loss occurring basis, meaning that cover is provided for incidents that occur during the period of insurance, regardless of when a claim is made.</p> <p>The cover includes the payment of defence costs in respect such claims.</p>	<p>Cover is excluded for:</p> <ul style="list-style-type: none"> Claims you knew about before the Policy began. Your own property or property within your custody. Non-proprietary branded products. Licensed proprietary branded products that are not used in accordance with the regulating body's guidelines, not registered or sourced from outside the EU. Product guarantees and product recalls. The manufacturing of products or the failure by a product to fulfil its purpose. Products that have not left your control or have been subject to certain intervention by you. <p>The amount of cover is capped to the limit, which may be any one claim and/or in the aggregate during the period of insurance, as advised in your Policy. Defence costs are in addition to this limit (except for in US/Canada claims).</p> <p>The amount of cover (including defence costs) payable to you shall be reduced by a deductible, in the amount specified in your Policy.</p> <p>Please see the General Exclusions and Section 2 Exclusions in the Policy for further detail.</p>

Personal Accident – Section 3	
Significant Features and Benefits	Significant exclusions or limitations
<p>Pays you certain benefits specified in your Policy if you sustain an injury in an accident during the period of insurance.</p> <p>Cover is provided on a loss occurring basis, meaning that cover is provided for incidents that occur during the period of insurance.</p>	<p>Cover is excluded for:</p> <ul style="list-style-type: none"> The hazardous activities specified in your Policy. The aggravation of injury caused by your pre-existing condition. <p>Please see the General Exclusions and Section 3 Exclusions in the Policy for further detail.</p>

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Cancellation and Voidance for Non-Payment

We may have the right to cancel the Policy if you provide inaccurate or misleading information. You do not have the right to cancel the Policy once commenced. You must pay the premium for the Policy within 60 days of the commencement of the Policy or such other date notified, otherwise the Policy shall become automatically void from its commencement.

Notification of Claims

You must notify Hamilton Fraser Cosmetic Insurance immediately on becoming aware of a claim made against you or any conduct or circumstance which is likely to give rise to a claim. Such a circumstance shall always include the commencement of any prosecution inquest, a fatal accident inquiry and an injury to a patient that is likely to affect their ability to conduct their daily affairs. Your notice must contain full particulars of all material facts, dates and persons involved. You should send your notice to:

Hamilton Fraser Cosmetic Insurance

Premiere House
1st Floor
Elstree Way
Borehamwood
WD6 1JH

Tel: 0345 310 6370

Fax: 0345 310 6301

Email: info@cosmetic-insurance.com

Your Right to Complain

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact Hamilton Fraser Cosmetic Insurance at:

Hamilton Fraser Cosmetic Insurance

Premiere House
1st Floor
Elstree Way
Borehamwood
WD6 1JH

Tel: 0345 310 6370

Fax: 0345 310 6301

Email: info@cosmetic-insurance.com

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In the event that you remain dissatisfied and wish to make a complaint you can do so at any time by referring the matter to Hiscox Insurance Company at:

Hiscox Customer Relations

The Hiscox Building
Peashome Green
York
YO1 7PR

Tel: 0800 116 4627 or 01904681198

Fax: 0207 488 7800

Email: customer.relations@hiscox.com

If you remain dissatisfied after Hiscox have considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

Hamilton Fraser Cosmetic Insurance

Premiere House,
1st Floor, Elstree Way,
Borehamwood, WD6 1JH

T: 0800 634 3881

F: 0345 310 6301

E: info@hamiltonfraser.co.uk

www.hamiltonfraser.co.uk/cosmetic-insurance

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

Registered Office:
Lumiere House, Suite 1 - 3, 1st Floor, Elstree Way, Borehamwood, WD6 1JH
Registered in England: 3252806

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