

Lloyd's Insurance

Effected through Beech Underwriting Agencies Ltd.

This is to Certify that in accordance with the authorization granted under the Contract (The number is specified in the Schedule) to the undersigned by Certain Underwriters at Lloyd's, whose definitive numbers and proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Certificate Signing Office, and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with terms and conditions herein or endorsed hereon.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall be come void and all claims hereunder shall be forfeited.

In Witness whereof the Certificate has been signed at the place stated and on the date specified in the Schedule by

G Stilwell

G Stilwell
Managing Director

IMPORTANT NOTICE

THE CERTIFICATE SCHEDULE IS YOUR EVIDENCE OF INSURANCE AND MAY BE REQUIRED IN THE EVENT OF A CLAIM. PLEASE READ THE SCHEDULE AND CERTIFICATE AND RETURN IT IMMEDIATELY IF IT IS NOT IN ACCORDANCE WITH YOUR REQUIREMENTS. IF YOU DECIDE WITHIN 14 DAYS OF RECEIPT THAT YOU DO NOT WISH TO ACCEPT THE CERTIFICATE, RETURN IT AND PROVIDED NO CLAIMS HAVE BEEN MADE, WE WILL REFUND THE PREMIUM. THE CERTIFICATE IS DESIGNED FOR EASY AMENDMENT, THERE SHOULD THERE BE ANY CHANGE IN COVER OR SUMS INSURED AN UPDATED SCHEDULE WILL BE ISSUED.

Beauty, Hairdressing & Body Art Professional Liability Insurance

IMPORTANT NOTICE – PLEASE READ

THIS IS THE LIST OF ACCEPTABLE PIERCINGS FOR PERSONS WITH LESS THAN ONE YEAR EXPERIENCE OR LESS THAN 100 PIERCINGS:-

I. FACE

EYEBROW: THROUGH EYEBROW SKIN
EARLOBE AND OUTER RIM OF CARTILAGE
LOWER LIP, SIDES AND CENTER
NOSE – NOSTRILS, THIN OR HYALINE CARTILAGE ONLY

II. BODY

NAVEL
NIPPLE

THIS IS THE LIST OF ACCEPTABLE PIERCINGS FOR PERSONS WITH MORE THAN ONE YEARS EXPERIENCE OR MORE THAN 100 PIERCINGS:-

I. FACE

CHEEKS
EYEBROW: THROUGH EYEBROW SKIN
FULL EARS, INCLUDING CARTILAGE
LIPS/LABRET PIERCING (NOT THROUGH ORAL LABIA)
LOWER LIP, SIDES AND CENTER
NOSE – NOSTRILS, THIN OR HYALINE CARTILAGE ONLY
TONGUE – THROUGH THE MEDIAL SULCA (CENTRE LINE) ONLY AWAY FROM MAIN VEINS

II. BODY

NAVEL
NIPPLES
FEMALE GENITAL AREA (EXCEPT CLITORIS AND TRIANGLE):
INNER AND OUTER LABIA
CLIT HOOD-SKIN ABOVE THE CLITORIS
FOURCHETTE – AREA PIERCED BETWEEN VAGINA AND ANUS
MALE GENITAL AREA:
PRINCE ALBERT – FROM SKIN ON BOTTOM OF PENIS-FRENULUM-THROUGH AND OUT URETHRA
FRENUM – THROUGH THIN SKIN ON BOTTOM OF PENIS
GUICHE – SKIN AREA PIERCED BETWEEN SCROTUM AND ANUS
SCROTUM – THROUGH SKIN ON SCROTUM
FORESKIN – THROUGH FORESKIN

III. SURFACE PIERCING

SUBJECT TO AN APPROVED DISCLAIMER BUT SPECIFICALLY EXCLUDING AREAS BELOW THE ANKLES AND WRISTS, NAPE AND SIDES OF THE NECK, AND AT THE BRIDGE OF THE NOSE BETWEEN THE EYES.

Beauty, Hairdressing & Body Art Professional Liability Insurance

NOTICE: This Coverage is Provided on a Claims Made and Reported Basis. Except to such extent as may otherwise be provided herein, the coverage afforded under this Insurance Certificate is limited to liability for only those covered Claims that are first made against the Insured and reported to the Underwriters while the Insurance is in force that arise from negligent acts, errors or omissions committed on or after the Retroactive Date (if applicable) and before the end of the Period of Insurance in accordance with the Notice requirements under Section IX. The Limit of Indemnity available to pay Damages shall be reduced and may be completely exhausted by payment of Claims Expenses. The deductible applies to Damages and Claims Expenses resulting from each and every Claim. Please review the cover afforded under this Insurance Certificate carefully and discuss the cover with your insurance agent or broker.

The Underwriters agree with the Named Insured, set forth at Item I. of the Schedule made a part hereof, in consideration of the payment of the premium and reliance upon the statements in the application which is made a part of this Insurance Certificate (hereinafter referred to as the "Certificate" or "Insurance") and subject to the Limit of Indemnity, exclusions, conditions and other terms of this Insurance:

INSURING AGREEMENT

To pay on behalf of the Insured Damages and Claim Expenses which the Insured shall become legally liable to pay because of any Claim or Claims first made against any Insured and reported to the Underwriters during the Period of Insurance, arising out of any negligent act, error or omission of the Insured in rendering or failing to render Professional Services, for others on behalf of the Insured Entity and caused by the Insured except as excluded or limited by the terms, conditions and exclusions of this Certificate.

DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS

- a. The Underwriters shall have the right and duty to defend, subject to the Limit of Indemnity, exclusions and other terms and conditions in this Certificate, any Claim against the Insured seeking Damages which are payable under the terms of this Certificate, even if any of the allegations of the Claim are groundless, false or fraudulent.
- b. It is agreed that Underwriters' right and duty to defend shall be limited to payment of Claims Expenses. The Limit of Indemnity available to pay Damages shall be reduced and may be completely exhausted by payment of Claims Expenses. Damages and Claims Expenses shall be applied against the deductible.
- c. The Underwriters shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to the application and statements made in the application and with respect to coverage.
- d. If the Insured shall refuse to consent to any settlement or compromise recommended by the Underwriters and acceptable to the claimant and elects to contest the Claim, Underwriters' liability for any Damages and Claims Expenses shall not exceed the amount for which the Claim could have been settled, less the remaining deductible, plus the Claims Expenses incurred up to the time of such refusal, or the applicable Limit of Indemnity, whichever is less, and the Underwriters shall have the right to withdraw from the further defense thereof by tendering control of said defense to the Insured.
- e. It is further provided that the Underwriters shall not be obligated to pay any Damages or Claims Expenses, or to undertake or continue defense of any proceeding after the applicable limit of the Underwriters' liability has been exhausted by payment of Damages or Claims Expenses or after deposit of the applicable Limit of Indemnity in a court of competent jurisdiction, and that upon such payment, the Underwriters shall have the right to withdraw from the further defense thereof by tendering control of said defense to the Insured.

THE INSURED AND THE INSURED ENTITY - As used throughout this Certificate, whether expressed in singular or plural, "Insured" shall mean:

- a. The Named Insured and any Subsidiaries of the Named Insured (together the "Insured Entity");
- b. A director, officer or employee of the Insured Entity, but only while acting in that capacity solely on behalf of the Insured Entity;
- c. A **Guest Artist or Piercer** to the Insured Entity, but only while acting in that capacity solely on behalf of the Insured Entity;

- d. A principal if the Named Insured is a sole proprietor, or a partner if the Named Insured is a partnership, but only while acting in that capacity solely on behalf of the Named Insured;
- e. Any person who previously qualified as an Insured under B or C above prior to the termination of the required relationship with the Insured Entity, but only while acting in that capacity solely on behalf of the Insured Entity; and
- f. The estate, heirs, executors, administrators, assigns and legal representatives of any Insured in the event of such Insured's death, incapacity, insolvency or bankruptcy, but only to the extent that such Insured would otherwise be provided coverage under this Insurance.

TERRITORY - This Insurance applies to negligent acts, errors or omissions which take place in the United Kingdom, Channel Islands or the Isle of Man provided the Claim is first made against the Insured within the United Kingdom, Channel Islands or the Isle of Man during the Period of Insurance.

EXCLUSIONS - The coverage under this Insurance does not apply to Damages or Claims Expenses incurred with respect to any Claim:

- a. Arising out of or resulting from any criminal, dishonest, fraudulent or malicious act, error or omission committed by any Insured with actual, criminal, dishonest, fraudulent or malicious purpose or intent; however, the insurance afforded by this Certificate shall apply to Claims Expenses incurred in defending any such Claim alleging the foregoing until such time as there is a final adjudication, judgment, binding arbitration decision or conviction against the Insured, or admission by the Insured, establishing such conduct at which time the Named Insured shall reimburse Underwriters for all Claims Expenses incurred defending the Claim and Underwriters shall have no further liability for Claims Expenses;
- b. By or on behalf of one or more Insureds under this Insurance against any other Insured or Insureds under this Insurance;
- c. For or arising out of Property Damage;
- d. For or arising out of Bodily Injury; provided, this exclusion shall not apply to any Claim arising directly out of any negligent act, error or omission of the Insured in rendering or failing to render Professional Services;
- e. Arising out of or resulting from the insolvency or bankruptcy of any Insured or of any other entity including but not limited to the failure, inability, or unwillingness to pay Claims, losses, or benefits due to the insolvency, liquidation or bankruptcy of any such individual or entity;
- f. Made by any business enterprise in which any Insured has greater than a 15% ownership interest, or arising out of or resulting from any Insured's activities as a trustee, partner, officer, director, proprietor, superintendent, shareholder or member of the board of directors, governor or employee of any employee trust, charitable organization, corporation, company, business, hospital, sanatorium, clinic with or without bed and board facilities, nursing home, laboratory or other medical enterprise other than that of the Insured Entity;
- g. Arising out of or resulting from any act, error or omission committed prior to the inception date of this Insurance:
 - 1. if any Insured on or before the inception date knew or could have reasonably foreseen that such act, error or omission might be expected to be the basis of a Claim; or
 - 2. in respect of which any Insured has given notice of a circumstance which might lead to a Claim to the insurer of any other Certificate in force prior to the inception date of this Certificate;
- h. For or arising out of any liability or obligation of the Insured under any contract or agreement, either oral or written, except and only to the extent the Insured would have been liable in the absence of such contract or agreement;
- i. For or arising out of actual or alleged plagiarism, misappropriation of likeness, breach of confidence, or misappropriation or infringement of any intellectual property right, including patent, trademark, trade secret and copyright;
- j. For or arising out of libel, slander, or any other form of defamation, disparagement or harm to the reputation or character of any person or entity, or for or arising out of invasion of or interference with a person's right to privacy;
- k. Arising out of or resulting from any employer-employee relations, policies, practices, acts, or omissions, any actual or alleged refusal to employ any person, or misconduct with respect to employees;
- l. For or arising out of or resulting from actual or alleged discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy;
- m. Arising out of or resulting from acts of the Insured related to any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts;
- n. For or arising out of the failure to buy or maintain any form of insurance, suretyship or bond;
- o. For or arising out of any failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture;
- p. For or arising out of any actual or alleged commingling of or inability or failure to pay, collect, or safeguard funds;
- q. For or arising out of any loss sustained or alleged to have been sustained through the fluctuation in the market value of any security or property, including real property;

- r. For or arising out of the actual or alleged violation of any securities law, regulation or legislation;
- s. For or arising out of any actual or alleged antitrust violation, restraint of trade, unfair competition, false, deceptive or unfair trade practices, violation of consumer protection laws or false or deceptive advertising;
- t. For or arising out of any breach of warranty, guarantee, or service level agreement, or for or arising out of any delay of delivery, failure to deliver, or non-acceptance of products or services;
- u. For or arising out of the actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products or services; or as a result of your cost guarantees, cost representations, contract price, or estimates of probable costs or cost estimates being exceeded;
- v. Directly or indirectly arising out of or resulting from the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property;
- w. Directly or indirectly arising out of or resulting from the presence or actual, alleged, or threatened discharge, seepage, dispersal, migration, release, escape, generation, transportation, storage, or disposal of pollutants at any time, including any request, demand or order that the Insured or others test for, monitor, clean up, remove, assess, or respond to the effects of pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, odors, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
- x. Directly or indirectly arising out of, or resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity;
- y. Directly or indirectly arising out of, or resulting from or in consequence of, or in any way involving:
 1. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind;
 2. any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; or
 3. any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins.

Underwriters will have no duty or obligation to defend any Insured with respect to any Claim or governmental or regulatory order, requirement, directive, mandate or decree which directly or indirectly arises out of, or results from or in consequence of, or in any way involves actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind.

- Z. For or arising out any Insured rendering or failing to render Professional Services while under the influence of intoxicants, narcotics or hallucinogens;
- AA. For or arising out of the prescription and/or administering of any medicine or anesthesia;
- BB. For or arising out of the practice of medicine, surgery or other healing art or science other than the Professional Services;
- CC. For or arising out of the transmission of a communicable disease or infection by an Insured or by any person for whom the Insured is legally responsible;
- DD. For or arising out of or resulting from:
 1. any conduct, physical act, gesture, or spoken or written words of a sexual nature, including but not limited to, sexual intimacy (whether or not consensual), sexual molestation, sexual assault or battery, sexual abuse, sexual harassment or exploitation; or
 2. the Insured's actual or alleged negligent employment, investigation, supervision, hiring, training or retention of any employee, Insured or person for whom the Insured is legally responsible and whose conduct falls within paragraph 1. above.
- EE. For or arising from any teaching, apprenticeship or school program;
- FF. For or arising from any stria (stretch mark) service or procedure;
- GG. For or arising out of any under eye concealer service or procedure;
- HH. For or arising out of any intradermal Camouflage Tattoo service or procedure;
- II. For or arising out of any intradermal cheek blush service or procedure;

- JJ. For or arising out of the use, administration or application of any permanent make-up;
- KK. For or arising out of the application of any 'black henna' tattoo and/or the use, administration or application of any product containing paraphenylenediamine (PPD);
- LL. For or arising out of the use, administration or application of any dyes, pigments, or any other products which are:
1. not manufactured in the United States, Canada or in the United Kingdom to European Union specifications;
 2. deemed to be unsafe by the applicable regulatory or state body; or
 3. on the market for less than 2 years unless approved in writing by Underwriters.
- MM. For or arising out of the professional service of lightening or removal of body tattoos and/or cosmetic tattoos by any method and in respect of any Skin Type;
- NN. For or arising out of the use, administration or application of any jewelry that is:
1. not manufactured in the United Kingdom, European Union or United States; and
 2. not made of one of the following: surgical steel at 316L, 14K or 18K solid yellow or white gold, platinum, niobium, titanium or surgical plastic.
- OO. For or arising out of any work on minors under the age of 18 years except for:
1. ear piercings;
 2. nose and navel piercings on minors aged 15 years or over with written parental consent;
 3. tongue and eyebrow piercing on minors aged 16 years or over with written parental consent and the parent or legal guardian present during the piercing;
- PP. For or arising out of any piercing or tattooing where the person being pierced or tattooed did not sign a consent/release form.
- QQ. For or arising out of any failure by any Insured to run regular spore strip testing on the heat sterilization unit based on the manufacturers' guidelines and/or applicable state law;
- RR. For or arising out of any Professional Services performed by a person who is not licensed or does not have a permit for the Professional Services being performed, if a license or permit for the Professional Services are required by law;
- SS. For or arising out of the failure to render Professional Services under sterile conditions;
- TT. For or arising out of the application of facial tattoos;
- UU. For or arising out of the use, administration or application of any Botox product, botulism product or any other solution including Cosmetic Botox;
- VV. For or arising out of the use, administration or application of any Hyaluronic acid product in a solution;
- WW. For or arising out of the use, administration, application or guarantees (whether written or oral) of any hair stimulation procedure regarding hair growth performance;
- XX. For or arising out of products and services for facial treatment that: cannot legally be used and/or where the manufacturer requires a medical license to use and/or purchase and/or the law does not allow use for Beauty Services;

Unless the coverage for these products and services is endorsed hereon;

- YY. For or arising out of medical peels;
- ZZ. For or arising out of the use, administration or application of any product as involved in Sclerotherapy;
- AAA. For or arising from any service or procedure performed, or device used, that is not an approved product or device used, or is deemed to be unsafe by the relevant regulatory body;
- BBB. For or arising out of mesotherapy;
- CCC. For or arising from products blended or manufactured by you (or for others and sold under the name or label of any Insured hereunder) for sale to others for use away from your premises;
- DDD. For or arising out of any salon where tanning bed timers are user controlled;
- EEE. For or arising from any tanning beds or booths with greater than 10% U.V.B. radiation;
- FFF. For or arising from any tanning salon where exposure time exceeds 30 minutes;
- GGG. For or arising from any tanning salon where goggles are not worn by clients;

- HHH. For or arising from any services involving the use of light source equipment;
- III. For or arising from any tanning salon where signed waivers with schedules/times of each client's exposure times is not obtained from each client;

If a Retroactive Date is applicable to this coverage, it will appear at Item 6. of the Schedule and the following exclusion shall apply:

- VV. Or circumstance that might lead to a claim arising out of any act, error or omission which took place, or is alleged to have taken place, prior to the Retroactive Date as set forth in Item 6. of the Schedule.

DEFINITIONS - Wherever used in this Certificate, the following definitions shall apply.

- a. **"Bodily Injury"** means any form of physical injury, sickness, disease, mental anguish, emotional distress, loss of appearance or the death of any person.
- b. **"Camouflage Tattoo"** means the act or practice of adding color by making punctures in the skin and inserting pigments to reduce the appearance of imperfections in the skin.
- c. **"Claim"** means a demand received by any Insured for money or services, including the service of proceedings or institution of arbitration proceedings.

Multiple Claims arising from or related to the same negligent act, error or omission or any continuing negligent acts, errors or omissions shall be considered a single Claim for the purposes of this Certificate, irrespective of the number of Claimants. All such Claims shall be deemed to have been made at the time of the first such Claim.

- d. **"Claims Expenses"** means:
 - a. reasonable and necessary fees charged by a solicitor designated by the Underwriters; and
 - b. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim arising in connection therewith, or circumstance which might lead to a Claim, if incurred by the Underwriters, or by the Insured with the written consent of the Underwriters;
 - c. Claims Expenses does not include any salary, overhead or other charges by the Insured for any time spent in cooperating in the defence and investigation of any Claim or circumstance that might lead to a Claim notified under this Insurance.
- e. **"Damages"** means a monetary judgment, award or settlement.

The term Damages shall not include:

- a. future royalties or future profits, restitution, disgorgement of profits by an Insured, or the costs of complying with orders granting injunctive or equitable relief;
 - b. return or offset of fees, charges, or commissions for goods or services already provided or contracted to be provided;
 - c. punitive or exemplary damages, any damages which are a multiple of compensatory damages, or fines, sanctions or penalties; or
 - d. any amounts for which the Insured is not liable, or for which there is no legal recourse against the Insured.
- f. **"Guest Artist or Piercer"** means a person with more than 3 years practical experience in their discipline, who is invited to practice for the Named Insured, for not more than one month in a calendar year.
 - g. **"Period of Insurance"** means the period of time between the inception date shown in the Schedule and the effective date of termination, expiration or cancellation of this Insurance and specifically excludes any prior Certificate period or renewal period.
 - h. **"Professional Services"** means the rendering of the following services:
 - 1. **Tattooing** means the act or practice of adding color by marking the skin with indelible patterns, pictures, lines or legends by making punctures under the skin and inserting pigments. Tattooing also means the application of color in the form of temporary tattoos or body decals, which are not of a permanent nature.

Tattooing does not mean:

- a. the insertion or injection under the skin of any acid solution, mixture, removal product or any other related substance for the purpose of pigment removal, whether or not used in conjunction with pigment; or
 - b. the act or practice of branding or scarring with branding irons or other implements.
- 2. **Piercing** means the act or practice of perforating a part of the human body with a sharp or pointed instrument for the purpose of wearing jewelry in the opening created. Coverage for Piercing under this Certificate is listed on the

Schedule of Acceptable Piercings or the Schedule of Acceptable Piercings for Less Experienced Practitioners. Any Piercing not listed in these Schedules are excluded from coverage under this Certificate.

3. **Beauty Services** means the act or practice of the below listed services by Manicurists, Beauticians and Facialists:
- a) Manicures;
 - b) Facials;
 - c) Peels;
 - d) Eyelash Tinting;
 - e) Wax Removal;
 - f) Body Wraps;
 - g) Massage;
 - h) Electrology; and
 - i) Tanning.
4. **Hairdressing/Barber Services** means the act, practice or process of cutting, styling, or dressing hair.
- i. **"Property Damage"** means injury to or destruction of any tangible property, including the loss of use thereof.
- j. **"Skin Types"** means the following:
- Type I: Always burns, never tans. Skin: pale. Hair: light, strawberry blondes and red-heads.
 - Type II: Always burns, sometimes tans. Skin: pale. Hair: light browns, blondes.
 - Type III: Sometimes burns, will tan. Skin: medium. Hair: dark blonde, brown.
 - Type IV: Always tans, but may occasionally burn. Skin: olive. Hair: Brown/black.
 - Type V: Dark skin: prone to hyper pigmentation such as Asian. Hair: Black.
 - Type VI: Black skin: prone to hyper pigmentation such as African American. Hair: Black.
- k. **"Subsidiary"** means any corporate entity while more than 50% of the outstanding securities representing the present right to vote for the election of such entity's directors are owned by the Named Insured directly or indirectly, if such entity:
- a. was so owned on the inception date of this Policy;
 - b. becomes so owned after the inception date of this Policy provided the revenues of the entity do not exceed 10% of the Named Insured's Annual Revenues as set forth in their most recent application for insurance; or
 - c. becomes so owned after the inception date of this Policy provided that if the revenues of the entity exceed 10% of the Named Insured's Annual Revenues as set forth in their most recent application for insurance, the provisions of Provision XVII, Mergers and Acquisitions, must be fulfilled.

LIMIT OF INDEMNITY

- a. The "Annual Aggregate" stated in Item 3(b) of the Schedule is Underwriters' combined total Limit of Indemnity for all Damages and Claims Expenses arising out of all Claims or circumstances which might lead to a Claim which are covered under the terms and conditions of this Policy, and neither the inclusion of more than one Insured under this Policy, nor the making of Claims by more than one person or entity shall increase the Limit of Indemnity.
- b. The Limit of Indemnity stated in Item 3(a) of the Schedule for "Each Claim" is the limit of Underwriters' Liability for all Damages and Claims Expenses arising out of each Claim.

DEDUCTIBLE - The "Each Claim deductible" stated in Item 4. of the Schedule applies separately to each and every Claim. The deductible shall be satisfied by payments by the Named Insured of Damages and Claims Expenses resulting from Claims first made and reported to the Underwriters during the Period of Insurance as a condition precedent to the payment by the Underwriters of any amounts hereunder, and the Underwriters shall be liable only for the amounts in excess of such deductible subject to Underwriters' total liability not exceeding the limits stated in Items 3(a) and 3(b) of the Schedule. The Named Insured shall make direct payments within the deductible to appropriate other parties designated by the Underwriters.

NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM - It is a condition precedent to Underwriters' liability under this Policy that:

Upon receipt by or on behalf of the Insured of notice whether written or oral of the intention by any person or body to make a Claim against the Insured or of any allegation which might give rise to such a Claim or on the discovery of anything which may be covered under the terms, conditions or extensions of this insurance, the Insured shall as soon as practicable notify the person(s) named in the Schedule, for transmission to the Underwriters of such receipt, allegation or discovery but within 30 days (subject to such notification being made during the Period of Insurance) and shall provide full information respecting it so far as such information is in the Insured's possession.

a. If during the Period of Insurance the Insured first becomes aware of any circumstance that could reasonably be the basis for a Claim it must give written notice to Underwriters through persons named in Item 7. of the Schedule as soon as practicable during the Period of Insurance of:

- a. the specific details of the negligent act, error or omission that could reasonably be the basis for a Claim;
- b. the injury or damage which may result or has resulted from the circumstance; and
- c. the facts by which the Insured first became aware of the negligent act, error or omission.

Any subsequent Claim arising out of such circumstance made against the Insured who is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to Underwriters.

b. A Claim shall be considered to be reported to the Underwriters when notice is first given to Underwriters through persons named in Item 7. of the Schedule of the Claim or of a negligent act, error, or omission, which could reasonably be expected to give rise to a Claim if provided in compliance with Section B above.

c. If any Insured shall make any Claim under this Policy knowing such Claim to be false or fraudulent, as regards amount or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited.

ASSISTANCE AND COOPERATION OF THE INSURED - It is a condition precedent to Underwriters' liability under this Policy that:

The Insured shall cooperate with the Underwriters in all investigations, including investigations regarding the application for and coverage under this Policy. The Insured shall execute or cause to be executed all papers and render all assistance as is requested by the Underwriters.

Upon the Underwriters' request, the Insured shall assist in making settlements, in the conduct of proceedings and in enforcing any right of contribution or indemnity against any person or entity who may be liable to the Insured because of negligent acts, errors or omissions with respect to which insurance is afforded under this Policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

The Insured shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgement or award or dispose of any Claim without the consent of Underwriters.

Expenses incurred by the Insured in assisting and cooperating with Underwriters, as described above, do not constitute Claims Expenses under the Policy.

OTHER INSURANCE

This Insurance shall apply in excess of any other valid and collectible insurance available to any Insured, including any self insured retention or deductible portion thereof unless such other insurance is written only as specific excess insurance over the Limit of Indemnity of this Policy.

THIRD PARTY ACT 1999 PROVISIONS CLAUSE

It is agreed that the terms of this Policy will only be enforceable by the Insured Entity. A person who is not an Insured has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that act.

ACTION AGAINST UNDERWRITERS

No action shall lie against the Underwriters or their representatives unless, as a condition precedent thereto: (1) there shall have been full compliance with all terms of this Insurance; and (2) until the amount of the Insured's obligation to pay shall have been finally determined either by judgment or award against the Insured after actual trial or arbitration or by written agreement of the Insured, the Claimant and the Underwriters.

Any person or entity or the legal representative thereof who has secured such judgment, award or written agreement shall thereafter be entitled to make a claim under this Policy to the extent of the insurance afforded by this Policy. No person or entity shall have any right under this Insurance to join the Underwriters as a party to an action or other proceeding against the Insured to determine the Insured's liability, nor shall the Underwriters be impleaded by the Insured or his legal representative.

Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Underwriters of its obligations hereunder.

SUBROGATION

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the Insureds' rights of recovery therefore against any person or organisation, and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing to prejudice such rights. Any recoveries shall be applied first to subrogation expenses, second to Damages and Claims Expenses paid by Underwriters, and third to the deductible. Any additional amounts recovered shall be paid to the Named Insured.

ENTIRE AGREEMENT

By acceptance of the Policy, all Insureds agree that this Policy embodies all agreements between them and the Underwriters relating to this Insurance. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Insurance or estop the Underwriters from asserting any right under the terms of this Insurance; nor shall the terms of this Insurance be waived or changed, except by endorsement issued to form a part of this Insurance, signed by Underwriters.

MERGERS AND ACQUISITIONS

The Named Insured shall be required to give written notice to the Underwriters prior to the completion of a merger or acquisition by or of the Named Insured and Underwriters expressly reserve the right to demand a premium adjustment if this insurance is to remain in force subsequent to any merger or acquisition.

ASSIGNMENT

The interest hereunder of any Insured is not assignable. If the Insured shall die or be adjudged incompetent, such Insurance shall cover the Insured's legal representative as the Insured as would be permitted by this Policy.

CANCELLATION

- a. This Policy of Insurance may be cancelled by the Named Insured by surrender thereof to Underwriters or by mailing to Underwriters through the entity named in Item 8. of the Schedule written notice stating when thereafter the cancellation shall be effective. The Underwriters may cancel this Insurance by mailing to the Named Insured at the address shown in the Schedule written notice stating when not less than 60 days thereafter such cancellation shall be effective. However, if the Underwriters cancel this Insurance because the Insured has failed to pay a premium when due, this Insurance may be cancelled by the Underwriters by mailing a written notice of cancellation to the Named Insured at the address shown in the Schedule stating when not less than 10 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the Period of Insurance. Delivery (where permitted by law) of such written notice either by the Named Insured or by the Underwriters shall be equivalent to mailing.
- b. If the Named Insured cancels this Insurance, prior to any Claim being reported under this Policy, earned premium shall be computed pro rata.
- c. If the Underwriters cancel this Insurance prior to any Claim being reported under this Policy, earned premium shall be computed pro rata.
- d. The premium shall be deemed fully earned if any Claim under this Policy is reported to Underwriters on or before the date of cancellation.
- e. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

SINGULAR FORM OF A WORD

Whenever the singular form of a word is used herein, the same shall include the plural when required by context.

TITLES OF PARAGRAPHS

The titles of paragraphs sections, provisions or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy.

WARRANTY BY THE INSURED

By acceptance of this Policy, all Insureds agree that the statements contained in the application, any application for Insurance of which this Policy is a renewal, and any supplemental materials submitted therewith are their agreements and representations, that they shall be deemed material to the risk assumed by Underwriters, and that this Policy is issued in reliance upon the truth thereof.

The misrepresentation or non-disclosure of any matter by the Insured or its agent in the application, any application for Insurance of which this Policy is a renewal, or any supplemental materials submitted therewith will render the Policy null and void and relieve the Underwriters from all liability under the Policy.

The application and any application for Insurance of which this Policy is a renewal, and any supplemental materials submitted therewith are deemed incorporated into and made a part of this Policy.

NAMED INSURED AS AGENT

The Named Insured specified in Item 1. of the Schedule shall be considered the agent of all Insureds, and shall act on behalf of all Insureds with respect to the giving of or receipt of all notices pertaining to this Policy, the acceptance of any endorsements to this Policy, and the Named Insured shall be responsible for the payment of all premiums and deductibles.

WAR AND TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this Insurance or any endorsement thereto, it is agreed that this Insurance excludes Damages or Claim Expenses 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 endorsement, 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 endorsement also excludes Damages or Claim Expenses 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 or B above.

If the Underwriters allege that by reason of this exclusion, any Damages or Claim Expenses are not covered by this Insurance, the burden of proving the contrary shall be upon the Insured.

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

CHOICE OF LAW

There is a choice of law applicable to this Policy but unless Underwriters agree otherwise English law will apply.

INTERPRETATION

Notwithstanding any limits contained herein, any dispute in respect of the interpretation or application of this Policy, or its terms, conditions and exclusions, will be subject to United Kingdom Courts.

TATTOO LIGHTENING OR REMOVAL ENDORSEMENT:

It is understood and agreed that, in consideration of the premium paid and notwithstanding anything herein to the contrary, coverage hereunder in respect of the those persons or organizations shown in the Schedule is extended to apply the Professional Service of lightening or removal of body tattoos and/or cosmetic tattoos solely through the use of a sterile saline solution or a prescribed salt water solution or "Rejuvi Tattoo Removal" and solely in respect of Skin Types I-IV as defined.

Limits of Insurance hereunder: as per Schedule

All other terms and conditions remain unchanged