



Safire Insurance Company Limited

Public Liability – Hairdresser & Beauticians

Treatment risk extension

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Hairdresser Treatment Risk Extension

Notwithstanding anything contained to the contrary in the Policy, Safire will indemnify the Insured against all sums for which the Insured shall become legally liable to pay as damages arising out of any claim;

1. in respect of:
 - (i) accidental death of or bodily injury to or illness of any person;
 - (ii) accidental loss of or damage to material property.
2. arising from any treatment given or administered by the Insured or any employee of the Insured in the course of the Insured's business as a hairdresser;
3. which is first made in writing against the Insured during any period of insurance;
4. and notified to Safire:
 - (i) during the period of insurance; or,
 - (ii) within 30 (thirty) days after the expiry of the same period of insurance.

The total amount payable by Safire in respect of any claim or number of claims arising directly or indirectly from one source or original cause, including legal costs recoverable by any claimant from the Insured and costs and expenses incurred with the written consent of Safire, shall not exceed the Limit of Indemnity stated in the schedule.

Specific exceptions

Safire will not be liable for:

1. the cost of recalling, replacing, repairing or making good any commodity manufactured, sold, supplied, repaired, serviced, tested or processed by the Insured or any employee of the Insured;
2. death, injury, illness, loss or damage arising directly or indirectly out of:
 - (i) the cutting or puncturing of skin, treatment of the eyes or eyelashes, electrolysis or anything in the nature of a surgical operation / procedure;
 - (ii) the process of permanent hairwaving, tinting, dyeing or other treatment of hair or skin carried out by any employee with less than two years' continuous service, except when carried out under the direct supervision of a qualified employee with five or more years' continuous service;
3. Events occurring prior to the period of insurance.

It is warranted that:

1. the Insured shall employ only competent and skilled employees and keep all equipment, utensils and appliances clean and sterilised and shall maintain such equipment, utensils and appliances in a proper state of efficiency.
2. the use or sale of dyes, lotions or ointments is covered on the express understanding that:
 - i) the Insured shall apply all tests required or recommended by the manufacturers or vendors of such commodities in preparation for and prior to the use of such commodities in the course of and before administering any treatment;
 - ii) customers are notified before use and / or sale of the name and nature of the risks thereof;



- iii) when used on the Insured's premises, these products shall only be used and administered by qualified employees; and
- iv) either the requirements and / or precautions laid down by the manufacturers are observed; or that in the case of dyes, the Insured obtain a signed indemnity from the customer in the following form:

"Having explained to me the nature and extent of the risks attaching to the use of the dye known as _____; including those risks that may apply if the test recommended by the manufacturers is not carried out fully or at all, I the undersigned, willingly undertake such risks and in so doing, you are released from any and all claims / liability that may arise as a consequence of the use of the dye aforesaid."

- v) in those cases where a particular dye has been applied by the Insured within the previous three months to an individual without ill-effect, a subsequent application of such dye may be made to that individual without taking any test prescribed by the manufacturers of that dye or alternatively obtaining a signed indemnity as provided in clause 2.iv above.

Beautician Treatment Risk Extension

1. Specific exception 3(a) shall not apply to any error or omission in advice or treatment given or administered in the course of the Insured's business as a beautician provided that:
 - (i) Safire shall not be liable for any claims arising directly or indirectly out of the cutting or puncturing of the skin or any procedure in the nature of a surgical operation / procedure;
 - (ii) advice or treatment shall be given or administered only by qualified personnel holding recognised certificates of proficiency;
 - (iii) Safire's liability under this extension, inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants, and all other costs and expenses incurred with Safire's consent, for any one event or series of events with one original cause or source or during any one period of insurance, shall not exceed the amount stated in the schedule;
 - (iv) the Insured shall be liable for the first amount payable of any claim paid for damage to property in terms of this extension;
 - (v) specific exception 1(d) shall not apply should the Insured have opted to include excess waiver on the policy schedule.
2. Cover under this extension is subject to the following:
 - (i) the Insured shall keep all equipment, utensils and appliances clean and sterilised and shall maintain such plant, utensils and appliances in a proper state of efficiency at all times;
 - (ii) all electrical apparatus shall be examined at intervals of not more than twelve months by a competent electrician and all parts found worn or damaged shall be immediately replaced by and at the expense of the Insured;
 - (iii) the Insured shall comply with all tests recommended or required by the manufacturers or suppliers prior to the use of or sale of any dyes, lotions or ointments. Should the result of the test prove unsatisfactory, Safire shall not be liable to make any payment in respect of any accidental bodily injury arising from any subsequent treatment;
 - (iv) customers are notified of the name and nature of the risks of use of any dyes, lotions and ointments before use and / or sale thereof;
 - (v) only proprietary brands of ointments, preparations, creams and the like shall be used.

Beauty Therapist Indemnity Extension

Notwithstanding anything contained to the contrary in specific exception 3(a) of the policy, the indemnity granted by this section is extended to include liability arising out of any treatment administered in the course of the business.

For the purpose of this insurance all beauty treatments including facials, skincare, laser therapy, body waxing, body wraps, sunbed therapy, manicures, pedicures and applications of permanent make-up and the like, are included, provided that:

1. the use of preparations, only patented products, lotions and the like be used and preparation application and use must comply with directions, precautions and regulations laid down by the manufacturers, suppliers or by law;
2. Safire will not indemnify the Insured in respect of liability arising from preparations, products, lotions, ointments and the like manufactured or formulated by the Insured;
3. Insofar as learners and / or apprentices are concerned, indemnity will only be granted herein when the learners and / or apprentices are assisting in a minor capacity in the administration of treatments;
4. Safire's liability under this section shall not exceed the limit stated in the schedule for any one event or series of events with one original cause or source during any one period of insurance;
5. it is a further condition of this insurance that a disclaimer containing details of the treatment and / or procedure to be carried out must be signed by every customer of the Insured prior to tattooing and permanent make-up being carried out;
6. the Insured shall be responsible for the first amount payable of each and every claim arising out of this extension and as specified in the schedule.