

TREATMENT RISK

This endorsement applies to SECTION 7 - Legal Liability of your policy.

It is agreed as follows:

1. The Professional Duty exclusion shall not apply to any claim arising from you, or anyone whose breach of Professional Duty you are legally liable, undertaking any of the following activities:
 - a. Hairdressing, hair perming, hair straightening, hair waving, hair cutting, hair colouring including the use of peroxide, hair tinting, hair streaking, hair extensions, hair weaving, hair braiding, hair singeing, hair shampooing, hair conditioning, including hot oil treatments, hair washing, hair rinsing, hair setting, hair drying;
 - b. Alpha Hydroxy Acid Peels, Glycolic Acid Peel and TCA Peel (Trichloroacetic Acid Peel);
 - c. Acupuncture;
 - d. Aromatherapy;
 - e. Body Piercing (excluding genitals and or calf);
 - f. Body Wrapping;
 - g. Cosmetic Tattooing;
 - h. Deep Tissue Massage, Massage (including hand, feet and neck), Remedial Massage, Hawaiian Kahuna Massage, Lomi Lomi Massage, Lymphatic and Body Massage including Hot Stone Massage (but excluding any manipulation or chiropractic activities);
 - i. Diathermy;
 - j. Ear Candling, Ear Coning and Thermal-auricular Therapy;
 - k. Electric Stimulation Cellulite Treatment and Cellulite Reduction Treatment;
 - l. Electrolysis and other forms of Epilation and Electrotherapy;
 - m. Energy Balancing;
 - n. Epi-dermabrasion;
 - o. Eyebrow Plucking or Tinting;
 - p. Eyelash Tinting or Perming and fixing of False Eyelashes;
 - q. Facials including European, Ultra sonic facials and Micro-Current Facials;
 - r. Galvanic Treatment;
 - s. Hydrotherapy (but excluding any manipulation or chiropractic activities);
 - t. Intense Pulsed Light (IPL Treatment), Variable Pulsed Light (VPL Treatment), Ultra VPL (Ultra-Variable Pulsed Light), Laser therapy and High Frequency Treatment;

- u. Lymph Drainage;
- v. Makeup;
- w. Manicuring including the extension of false fingernails or extension tips (gel or acrylic), Paraffin Treatments and Pedicures;
- x. Micro-dermabrasion;
- y. Mud Bath;
- z. Punctuation Induction/ Medical Needling with anaesthetic (excluding the administration of anaesthetic via injection or inhalation);
- aa. Red Vein Removal with the use of Laser and including Diathermy;
- bb. Reflexology, Reiki, Shiatsu and Watsu;
- cc. Seaweed Wrap;
- dd. Shaving and Waxing;
- ee. Spray Tanning;
- ff. Steam Treatments;
- gg. Sugaring or Threading;
- hh. Teeth Whitening (excluding the use of laser or gel containing more than 44% Carbamide Peroxide); and
- ii. Vichy shower, collectively, the "Hairdressing and Beauty Treatments"

2. Notwithstanding any other provision of this policy (including this endorsement), we will not pay a claim for legal liability if the legal liability arises directly or indirectly out of or caused by, through, or in connection with, or for:

- (a) any treatment other than a Hairdressing and Beauty Treatment;
- (b) infectious diseases including but not limited to Human Immunodeficiency Virus ("HIV"), Lymphadenopathy Associated Virus ("LAV"), Hepatitis A, Hepatitis B, Hepatitis NANB, Hepatitis C or by any mutant, derivative or variation of the above conditions;
- (c) any product used by you (whether or not used in the course of any Hairdressing and Beauty Treatment) which does not comply with all relevant statutory obligations, by-laws, regulations, public authority requirements and Australian Standards;
- (d) you or your products failure to:
 - (i) detect, prevent, retard, alleviate, eliminate or cure illness or injury to any person; or,
 - (ii) detect, prevent, retard, alleviate or eliminate loss of or damage to property which your products were designed, intended, represented, warranted or agreed to do or achieve. However part (d) of this exclusion shall not apply to personal injury or



property damage which is solely caused by or results from:

(i) an unintentional defect in the manufacture, production, processing, assembly, preparation, application or installation of your products; or

(ii) any defect or deficiency in any directions, markings, warnings or advice given by you concerning the use or storage of your products.

(e) you or your products failure to comply with all statutory obligations, by-laws, regulations, public authority requirements and Australian Standards in relation to the sterilisation and use of instruments and equipment.

(f) any medical practitioners or Registered Health Professionals using your facilities, in respect of their liability to a patient, where the liability arises directly from their activities as a medical practitioner or Registered Health Professional including, but not limited to diagnosis, treatment prescribing or supplying medication or a breach of any State or Federal Health Regulation.

3. Not with standing any other provision of the policy, for claims in connection with any Hairdressing and Beauty Treatment we will only pay up to the Hairdressing and Beauty Treatment insured amount shown on the schedule for damages for any one occurrence or series of occurrences due to, or arising out of the one the one source or original cause. However, will we not pay more than the public liability insured amount shown on the schedule. We will pay additional costs in addition to the Hairdressing and Beauty Treatment insured amount.

4. In all other respects, this policy remains unaltered.

