



LLOYD'S

Balens Irish Health Professionals Scheme Professional Liability Insurance Package

Policy Wording

SPECIALLY ARRANGED BY BALENS EUROPE B.V.

This **Policy** is underwritten by Lloyd's Insurance Company S.A. (the "**Underwriters**") and administered by Balens Europe B.V. - UK Branch.

This is to certify that, in accordance with the authorisation granted under Contract No. B6142BALEN22 with Unique Market Reference Number B6142BALEN2022 to Balens Europe B.V. (hereafter referred to as "**Balens**" or the "**Coverholder**") by the **Underwriters**, and in consideration of the payment of the premium specified herein, the **Underwriters** are hereby bound to indemnify the **Insured** in accordance with the terms, conditions, limitations, exclusions and any endorsement(s) of this **Policy**.

The **Coverholder** acts as agent for the **Underwriters** in performing the **Underwriters'** duties under this **Policy**.

This **Policy** is authorised, signed and dated as per the details on the enclosed **Schedule**.

(NWL 5320)

Balens Europe B.V. is authorised and regulated by the Financial Conduct Authority (Firm Reference Number 973253) in respect of its UK Branch. Balens Europe B.V.'s UK registered branch address is at Bridge House, Portland Road, Malvern, United Kingdom WR14 2TA and its UK establishment number is BR022756.

Balens Europe B.V. is authorised and regulated by the Autoriteit Financiële Markten (AFM) and has licence number 12046134 and Dutch Chamber of Commerce Number 73057959. Its Registered office is at Prins Hendrikkade 169-1, 1011TC, Amsterdam, the Netherlands. These details may be verified by visiting the Financial Services Register at <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768. Balens Europe B.V. and Balens Europe B.V.'s UK Branch are part of the PIB Group.

Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on www.nbb.be.

Website address: www.lloydseurope.com

E-mail: enquiries.lloydseurope.info@lloyds.com

Bank details:

Citibank Europe plc Belgium Branch, Boulevard General
Jacques 263G, Brussels 1050, Belgium -BE46570135225536.

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A Warm Welcome to Balens

Balens have a long history of specialising in the delivery of quality support and advice to health, fitness, wellbeing and beauty professionals and organisations.

Balens are an international ethical firm mainly devoted to the design and delivery of a wide range of insurance and financial services solutions to individual practitioners, associations, organisations, businesses, charities and corporate entities. **Balens** believe in a friendly, listening and flexible approach in looking after **Your** business and look forward to being of service to **You** in the years ahead.

Balens are proud to be working with the **Underwriters** and are pleased to offer **You** the latest version of their Professional Liability Insurance Package.

In order to maintain the low cost and high quality of the cover on this scheme, and ensure that **You** are protected, please read and observe the terms, conditions, limitations and exclusions that need to be fulfilled in order for cover to operate and a claim to be dealt with by **Balens** - thank you!

Balens Health Professionals Scheme Policy

This **Policy** is a contract between **You** and the **Underwriters** and is administered by Balens Europe B.V. - UK Branch.

This Professional Liability Insurance Package consists of the terms, conditions, limitations, exclusions and all other provisions of this document, the **Schedule**, any endorsement(s) and any proposal form and / or fact find and / or declaration and all other information provided by or on behalf of the **Insured** in connection with this insurance. In deciding to accept this **Policy** and in setting the terms and premium, the **Underwriters** have relied on the information which **You** have provided.

The **Underwriters** will, in consideration of the payment of the premium, insure **You**, subject to the terms, conditions, limitations and exclusions of this **Policy**, against the events set out in the operative Sections during the **Period of Insurance**.

Please read this **Policy** carefully and make sure that it meets **Your** needs. If any corrections are necessary, **You** should contact **Balens** through whom this **Policy** was arranged.

Please keep this **Policy** in a safe place - **You** may need to refer to it if **You** have to make a claim.

1.1 Accessibility

Upon request, **Balens** can provide large print versions of the **Policy** and associated documentation. If **You** require an alternative format, **You** should contact **Balens** through whom this **Policy** was arranged.

1.2 Data Protection Notice

Who the Underwriters Are

The **Underwriters** are Lloyd's Insurance Company S.A. (hereafter referred to as "**Lloyd's Europe**" or "**LIC**"), an insurance company authorised and regulated by the National Bank of Belgium (NBB) and regulated by the Financial Services and Markets Authority (FSMA). Its registered office is at Place du Champ de Mars 5, Bastion Tower, 14th floor, 1050 Ixelles, Belgium. Its company / VAT number is BE 0682.594.839, RPR/RPM Brussels. LIC is a wholly owned subsidiary of the Society of Lloyd's, 1 Lime Street, London, EC3M 3HA, United Kingdom (Society of Lloyd's).

Your data will be collected and processed by the **Underwriters, Balens** and Newline Underwriting Management Limited (hereafter referred to as "**We**", "**Our**" or "**Us**" within this Data Protection Notice).

What Personal Information We Process About You

We collect and use relevant information about **You** to provide **You** with the insurance cover or the insurance cover that benefits **You**, and to meet **Our** legal obligations and the obligations of others in the insurance chain.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover, or the cover from which **You** benefit. This information may include special categories of personal data details such as information about **Your** health and any criminal convictions **You** may have.

Why We Collect Your Personal Information And The Lawful Basis For Processing

We collect and use **Your** personal data to provide **You** with the insurance cover. The legal basis is the contract performance with **You** as the data subject and the compliance with legal obligations, amongst other insurance and tax law obligations.

For processing sensitive health personal data, the general legal basis is consent, unless there is a local statutory right to do so as a legal basis.

For processing child personal data, the legal basis is the consent given or authorised by the holder of parental responsibility over the child.

Finally, **We** can also process **Your** personal data for fraud prevention and detection with legitimate interest as the legal basis.

Who We Are Sharing Your Personal Data With

The way insurance works means that **Your** information may be shared and used by several third parties in the insurance sector (inside and outside the European Economic Area (the “EEA”). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases.

We will only disclose **Your** personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

From time to time **We** may need to share **Your** personal information with third parties outside of the EEA and **We** will always take steps to ensure that any international transfer of information is carefully managed to protect **Your** rights and interests:

- **We** will only transfer **Your** personal information to countries which are recognised as providing an adequate level of legal protection or where **We** can be satisfied those alternative arrangements are in place to protect **Your** privacy rights.
- transfers to service providers and other third parties will always be protected by contractual commitments and where appropriate further assurances are provided.
- any requests for information **We** receive from law enforcement or regulators will be carefully checked before personal information is disclosed.

How Long We Keep Your Data

We keep **Your** personal details for no longer than is necessary in offering the insurance arranged or to comply with **Our** legal or regulatory requirements.

We will securely delete or erase **Your** personal information if there is no valid business reason for retaining **Your** data. In exceptional circumstances, **We** may retain **Your** personal information for longer periods of time if **We** believe there is a prospect of litigation, in the event of any complaints or there is another valid business reason the data will be needed in the future.

Other People’s Details You Provide To Us

Where **You** provide **Us** (or **Your** insurance agent or insurance broker) with details about other people, **You** must ensure that this data protection notice is provided to them.

Complaints, Contacting Us And The Regulator And Your Rights

If **You** wish to know how **We** use **Your** information, please see:

- the **Underwriters’** Privacy policy, which is available via <https://www.lloydseurope.com>;
- **Balens’** privacy notice, which is available via <https://balens.eu/privacy-policy.aspx>; and
- Newline Underwriting Management Limited’s privacy policy, which is available via <https://newlinegroup.com/privacy-statement>.

You have the following rights in relation to the information **We** hold about **You**:

Right to access, right to rectification, right to erasure, right to restriction of processing, right to data portability, right to object, right to withdraw consent.

If **You** wish to exercise **Your** rights, **You** need to contact **Balens** at:

Balens Europe B.V.
Bridge House
Portland Road
Malvern
United Kingdom
WR14 2TA

Telephone: +44 (0)1684 893 006

E-mail: dpo@pib-insurance.com

You have the right to lodge a complaint with the competent data protection authority, but **We** encourage **You** to contact **Us** before doing so.

Consent

For processing health or genetic personal data, and for processing child personal data below the age of sixteen (16), in connection with the insurance cover, the insurance agent or insurance broker that arranged the contract will ask **You** to obtain **Your** consent through the data protection consent form, except in countries where, for the processing of sensitive health personal data, in the context of an insurance policy, there is a local statutory right to do so.

The processing of child personal data will be lawful if the consent is given or authorised by the holder of parental responsibility over the child.

Member States may provide by law for a lower age for those purposes provided that such lower age is not below thirteen (13) years.

You are free to give **Us Your** consent, however, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

Contact Details Of The Data Protection Officer

If **You** have any questions relating to data protection that **You** believe **We** will be able to answer, please contact the Data Protection Officer for the relevant business:

Lloyds Insurance Company S.A.
Bastion Tower
Place du Champ de Mars 5
1050 Bruxelles
Belgium

E-mail: LloydsEurope.DataProtection@lloyds.com

Balens Europe B.V.
PIB Group Limited
1 Minster Court
Mincing Lane
London
EC3R 7AA
E-mail: dpo@pib-insurance.com

1.3 Insurance Act 1936

All monies which become or may become payable by the **Underwriters** under this **Policy** shall, in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

1.4 Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

1.5 Government Charges

The premium includes any such charges.

1.6 Currency

The currency of all premiums, sums insured, **Limits of Liability** and **Deductibles** shown in this **Policy** or the **Schedule** or any subsequent renewal notice or endorsement shall be treated as being Euro.

1.7 Governing Law and Jurisdiction

This **Policy** shall be governed by and construed in accordance with the law of the Republic of Ireland and any disputes arising out of or concerning this **Policy** shall be subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

1.8 Language Declaration

You have requested the **Policy** be drafted in the English language and confirm **You** understand and accept such contract and agree to be bound by its terms, conditions, limitations, exclusions and any endorsements.

1.9 Service of Suit

The **Underwriters** agree that all summonses, notices or processes requiring to be served upon them for the purpose of instituting any legal proceedings against them in connection with this **Policy** shall be properly served if addressed to them and delivered to them care of:

General Representative and Country Manager for Ireland (on behalf of Lloyd's Insurance Company S.A.)
7/8 Wilton Terrace Dublin 2
D02 KC57
Ireland

Telephone: + 353 (0) 1644 1000
E-mail: eamonn.egan@lloyds.com / lloydsireland@lloyds.com

who, in this instance, has authority to accept service on their behalf.

By giving the above authority, the **Underwriters** do not renounce their right to any special delays or periods of time to which they may be entitled for the service of any such summonses, notices or processes by reason of their residence or domicile in Belgium.

1.10 Cancellation and Cooling-Off Period

(a) Your Right to Cancel during the Cooling-Off Period

You are entitled to cancel this **Policy** by notifying the **Underwriters** through **Balens** within fourteen (14) working days of either:

- (i) the date **You** receive this **Policy**; or
- (ii) the start of **Your Period of Insurance**;

whichever is the later.

A full refund of any premium paid will be made unless **You** have made a **Claim**, in which case the full annual premium is due.

(b) Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel this **Policy** after the cooling-off period by notifying the **Underwriters** through **Balens**. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless **You** have made a **Claim**, in which case the full annual premium is due.

(c) The Underwriters Right to Cancel

The **Underwriters** are entitled to cancel this **Policy** if there is a valid reason to do so including, for example:

- (i) any failure by **You** to pay the premium to the **Underwriters** within thirty (30) days of the commencement of the **Period of Insurance**; or
- (ii) a change in risk, which means the **Underwriters** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation the **Underwriters** request, such as details of a **Claim**,

by giving **You** fourteen (14) days' notice in writing, along with the reason(s) for the cancellation. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless **You** have made a **Claim**, in which case the full annual premium is due.

1.11 Information You Have Given Us

In deciding to accept the risk insured under this **Policy** and in setting the terms, including premium, the **Underwriters** rely on the information which **You** provide and / or have provided. **You** must, therefore, respond honestly and with reasonable care to any questions the **Underwriters** ask of **You** by ensuring that any information provided is accurate and complete.

If the **Underwriters** establish that **You** deliberately or recklessly provided fraudulent answers to any questions asked of **You**, or where any conduct by **You** involves fraud of any other kind, the **Underwriters** will have the right to:

- (a) treat this **Policy** as if it never existed;
- (b) decline all **Claims**; and
- (c) retain the premium.

If the **Underwriters** establish that **Your** answer to a question asked of **You** by the **Underwriters** involved a negligent misrepresentation, the **Underwriters** have the right to:

- (i) treat this **Policy** as if it never existed, refuse to pay any **Claim** and return the premium **You** have paid, if the **Underwriters** would not have provided **You** with cover;
- (ii) treat this **Policy** as if it had been entered into on different terms from those agreed, if the **Underwriters** would have provided **You** with cover on different terms;
- (iii) if the **Underwriters** would have charged **You** a higher premium, reduce the amount the **Underwriters** pay on any **Claim** by reference to the amount of premium **You** would have paid in proportion to the premium **You** did pay.

The **Underwriters** will notify **You** in writing if (i), (ii) and / or (iii) apply.

If there is no outstanding **Claim** and (ii) and / or (iii) apply, the **Underwriters** will have the right to:

- 1) give **You** thirty (30) days' notice that the **Underwriters** are terminating this **Policy**;
or
- 2) give **You** notice that the **Underwriters** will treat this **Policy** and any future **Claim** in accordance with (ii) and / or (iii), in which case **You** may then give us thirty (30) days' notice that **You** are terminating this **Policy**.

If this **Policy** is terminated in accordance with 1) or 2), the **Underwriters** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

1.12 Changes the Underwriters Need to Know About

You must tell the **Underwriters** as soon as practicably possible of any material change in **Your** circumstances, either before or during the **Period of Insurance**.

When **You** notify the **Underwriters** of a material change in **Your** circumstances, the **Underwriters** will tell **You** if this affects **Your Policy**. When the risk insured under this **Policy** has been altered by the change in **Your** circumstances, the **Underwriters** may cancel **Your Policy** in accordance with the Cancellation and Cooling-Off Provisions in this **Policy**, amend the terms of **Your Policy** or require **You** to pay more for **Your** insurance. If **You** do not inform the **Underwriters** about a change that the **Underwriters** have specifically asked about, it may affect any claim **You** make or could result in **Your** insurance being invalid.

1.13 Fraud

If **You**, or anyone acting for **You**, makes a fraudulent **Claim**, for example, for a loss which is fraudulently caused and / or exaggerated and / or supported by a fraudulent statement or other device, the **Underwriters**:

- (a) will not be liable to pay the **Claim**; and
- (b) may recover from **You** any sums paid by us to **You** in respect of the **Claim**; and
- (c) may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If the **Underwriters** exercise their right under (c) (above):

- (i) the **Underwriters** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Underwriters'** liability under this **Policy** (such as the occurrence of a loss, the making of a **Claim** or the notification of a potential claim); and
- (ii) the **Underwriters** need not return any of the premium paid.

1.14 Complaints Notice - Ireland

Any complaint should be addressed to:

Head of Complaints Management
Lloyd's Insurance Company S.A.
Bastion Tower
Marsveldplein 5
1050 Brussels
Belgium

Telephone: +32 (0)2 227 39 40
E-mail: lloydseurope.complaints@lloyds.com

Your complaint will be acknowledged in writing within five (5) business days of the complaint being made. **You** will also be informed of the name of one or more individuals that will be **Your** point of contact regarding **Your** complaint until the complaint is resolved or cannot be progressed any further. **You** will be provided with an update on the progress of the investigation of **Your** complaint in writing, within twenty (20) business days of the complaint being made.

A decision on **Your** complaint should be provided to **You** in writing within forty (40) business days of the complaint being made.

Once the forty (40) business days have passed and the complaint has not been resolved, **You** will be advised of the expected timescale in which the complaint should be resolved.

Should **You** remain dissatisfied with the final response or if **You** have not received a final response within forty (40) business days of the complaint being made, **You** may be eligible to refer **Your** complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Republic of Ireland

Telephone: +353 1 567 7000

E-mail: info@fspoi.ie

Website: www.fspoi.ie

If **You** have purchased **Your** contract online **You** may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to **Your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **Your** contractual rights.

1.15 Guarantee Scheme

Depending upon where in the EEA **You** and / or the insured risk is located, there may be a local scheme that applies. Where a scheme is available in an EEA member state it may cover only limited types of insurance (e.g. compulsory motor cover), although some jurisdictions have wider schemes. If **You** have any questions, please contact us.

1.16 Regulatory Information

Underwriters

Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on www.nbb.be.

Website address: www.lloydseurope.com

E-mail: lloydseurope.info@lloyds.com

Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

Balens

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Balens Europe B.V. and Balens Europe B.V.'s UK Branch are part of the PIB Group.

Definitions

Certain words in this Professional Liability Insurance Package have special meanings. These meanings are given below and apply wherever the words appear in bold.

Accident shall mean a sudden, unforeseen and identifiable event which takes place in its entirety at a defined time and place. All events or series of events arising out of, consequent on or directly or indirectly attributable to one source or original cause shall be regarded as a single event for the purpose of this **Policy**. **Accident** shall also mean any disappearance. If the **Insured** is not found within fifty two (52) weeks of disappearing, and sufficient evidence is produced satisfactory to the **Underwriters** that leads them inevitably to the conclusion that the **Insured** has sustained **Injury** and that such **Injury** has caused the **Insured's** death, the **Underwriters** shall immediately pay any death benefit, where applicable, under this **Policy**, to those entitled to such death benefit under applicable law, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the **Underwriters** if the **Insured** is subsequently found to be living.

Bail Bond and Civil Bond Expenses shall mean the reasonable premium (but not collateral) for a bond or other financial instrument to guarantee any **Insured's** contingent obligation for a specified amount required by a court hearing in connection with a **Claim** for up to twelve (12) months.

Balens / Coverholder shall mean Balens Europe B.V. that acts as an underwriting agent authorized by the **Underwriters**.

Business shall mean the business and / or activities described and noted in the **Schedule** conducted by the **Insured** (and, if applicable, as subsequently agreed in writing by Balens Europe B.V. - UK Branch) and includes the following in connection with the conduct of the **Business**:

- (a) maintenance of the **Insured's** own **Property** and the **Premises** occupied by the **Insured**;
- (b) private work carried out within the **Territorial Limits** by an **Employee** of the **Insured** for any director or senior executive of the **Insured**;
- (c) provision of advice and information, expert witness work, preparation of professional reports, teaching, training, supervision, attendance at retreats, participation in conferences, lectures, seminars, exhibitions, workshops, events and demonstrations within the **Territorial Limits**; and
- (d) the provision and management of canteen, social, sports and welfare organisations for the benefit of **Employees** of the **Insured**.

Claim shall mean:

- (a) a written demand for, or a written assertion of a right to, compensation, money, services, relief or redress in respect of any liability insured by this **Policy** made against and notified to any **Insured**;
- (b) where applicable, proceedings brought under the jurisdiction of a competent court or tribunal within the **Territorial Limits** specified in the **Schedule**; or
- (c) an award made by a competent court or tribunal anywhere in the world to enforce a judgment, award or settlement made in accordance with the laws of or under the jurisdiction within the **Territorial Limits** specified in the **Schedule**.

All **Claims** arising out of, consequent on or directly or indirectly attributable to one source or original cause shall be deemed to be one **Claim** and shall be subject to the applicable **Limit of Liability** specified in the **Schedule**.

Condition Precedent shall mean a condition to any payment or indemnification under this **Policy**, any breach or non-observance of which shall mean no payment or indemnity will be provided under this **Policy**.

Costs and Expenses shall mean reasonable and necessary costs incurred with the **Underwriters'** prior written consent for:

- (a) defending any **Claim** for damages;
- (b) representation at any coroner's inquest or fatal injury inquiry; or
- (c) defending in any court of summary jurisdiction any proceeding in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this **Policy**.

Costs and Expenses shall not mean or include:

- (a) the **Insured's** own costs, fees or expenses or value attributable to the time spent in dealing with a **Claim** or circumstance; or
- (b) legal costs and expenses incurred in the defence of any criminal proceedings brought against the **Insured** or in an appeal against conviction by the **Insured**.

Cyber Act shall mean any:

- (a) unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place or the threat or hoax thereof involving access to, processing of, use of or operation of any computer or **Data Processing System**; or

(b) hacking, cyber-attack, virus, worm, spyware, trojan horse, phishing, malicious computer programme or malicious code.

Cyber Incident shall mean any:

- (a) error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Data Processing System**;
- (b) errors in creating, amending, entering, deleting or using data;
- (c) partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Data Processing System**;
- (d) damage to or loss, destruction, erasure, corruption or alteration of data on any **Data Processing System**;
- (e) inability, delay or failure to receive, send, access, permit access or use data; or
- (f) unauthorised access to or disclosure of any personal or corporate information

Data Processing System shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

Deductible shall mean the sum specified as such in the **Schedule** that the **Insured** shall pay before the **Underwriters** shall be liable to make any payment. **Costs and Expenses** shall be subject to the **Deductible**.

Documents shall mean any agreements, records, books, letters, certificates, forms and other documents of any nature whatsoever, whether written, printed or capable of being reproduced by any other method, but shall not mean or include any:

- (a) money, cheques, travellers' cheques, registered cheques, postal or money orders, bullion, negotiable or non-negotiable instruments, stamps and bearer bonds, coupons, banknotes, currency notes and negotiable instruments; or
- (b) computer or electronic data or any form of computer records or computer memory (whether programmes, software or otherwise).

Employee shall mean any:

- (a) person under a contract of service or apprenticeship while working for the **Insured**;
- (b) person who is hired to or borrowed by the **Insured**;

- (c) person engaged by the **Insured** in connection with a work experience or training scheme or students engaged in case study or pre-qualification work;
- (d) person supplied to the **Insured** by a labour master;
- (e) person engaged by labour only subcontractors while working for the **Insured**;
- (f) self-employed person working on a labour only basis under the control or supervision of the **Insured**; or
- (g) voluntary helper while working for the **Insured** in connection with the **Business**.

Injury shall mean bodily injury, illness, mental injury, mental anguish, nervous shock or disease (including death). For the purposes of Section 4 (Personal Accident), however, **Injury** shall mean visible bodily injury to the **Insured** specifically named on the **Schedule** as a result of an **Accident** that is external to such **Insured**.

Insured / You / Your shall mean the individual or entity named as such in the **Schedule** and, if declared to and agreed to in writing in advance by the **Underwriters**, the entity's directors, members, managers, **Employees** and committee members working on its behalf or at its direction.

Internet-Based Videos shall mean any of the following, which is pre-recorded and made available via the internet: treatments, therapies, sessions, advice, classes, information and / or training in connection with the **Business**.

Jurisdictional Limits shall mean the jurisdictional limits as stated in the **Schedule**.

Limit(s) of Liability shall mean the monetary limit(s) of the **Underwriters'** liability as stated in the **Schedule**, which shall not be increased by any circumstance other than a written endorsement signed by the **Underwriters**.

Minor shall mean any person under the age of sixteen (16) years.

Period of Insurance shall mean the period from the inception to the expiration of this **Policy** as stated in the **Schedule** or its earlier termination date, if any.

Policy shall mean collectively:

- (a) this document, including its terms, conditions, limitations, exclusions and all other provisions;
- (b) the **Schedule**;
- (c) any endorsement(s);
- (d) any proposal form and / or fact find and / or declaration; and
- (e) all other information provided by or on behalf of the **Insured** in connection with this insurance.

Pollution shall mean any actual or alleged presence, imminent or threatened pollution, seepage, discharge, dispersal, release, migration or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including material to be recycled, reconditioned or reclaimed) or contamination of any kind of the atmosphere or of any water, land, buildings or other **Property**.

Premises shall mean any place where an **Insured** or the **Business** undertakes paid or unpaid activities in the course of the **Business**.

Products shall mean any goods or products, including packaging, labelling, audio, video or written materials, designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the **Insured** in connection with the **Business**.

Property shall mean material property.

Schedule shall mean the form, labelled as such and attached to this **Policy**, which forms a part thereof and contains contract details referred to in the wording.

Sexual Misconduct shall mean any sexual misconduct of any nature, including criminal sexual misconduct, sexual relations, sexual contact or intimacy, sexual harassment, sexual molestation, sexual exploitation or sexual discrimination, whether or not under the guise of or in the course of treatment, sessions and / or advice.

Territorial Limits shall mean the territorial limits, as stated in the **Schedule**.

Terrorism shall mean 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. This definition shall include acts performed with the intention to influence any government and / or to put the public, or any section of the public, in fear.

Ultraviolet Radiation shall mean radiation within the ultraviolet region (wavelength 10 nanometres to 400 nanometres) on the electromagnetic spectrum.

Underwriters shall mean certain underwriters, as stated in the **Schedule**.

Virtual Consultations shall mean the provision of treatment, therapies, sessions, advice, classes, information and / or training in connection with the **Business** and the activities specified in the **Schedule**, by way of telephone consultations, video calls, internet-based consultations and live streaming.

INSURING CLAUSES

Section 1 Professional Liability

The **Underwriters** agree, subject to the terms, conditions, limitations and exclusions of this **Policy**, to indemnify the **Insured** against all sums that the **Insured** shall become legally liable to pay as damages, claimants' costs and expenses and **Costs and Expenses** for all **Claims** arising from the conduct of the **Business** within the **Territorial Limits** for any:

- (a) breach of professional duty due to a negligent act, negligent error or negligent omission committed, or alleged to have been committed, by the **Insured** or on the **Insured's** behalf during the **Period of Insurance**; or
- (b) act of libel or slander committed or uttered in good faith by the **Insured** during the **Period of Insurance**; or
- (c) unintentional infringement of any intellectual property right, design right, registered design, trademark or patent committed by the **Insured** during the **Period of Insurance**; or
- (d) unintentional breach of confidentiality or unintentional misuse of any information which could be treated as confidential in nature or has restrictions regarding its use by the **Insured** during the **Period of Insurance**. The maximum liability of the **Underwriters** for this Section 1 (d) of coverage shall not exceed EUR 250,000 during the **Period of Insurance**. This limit will form part of, and not be in addition to, the **Limit of Liability** stated in the **Schedule**.

All **Claims** arising out of one original cause shall be deemed to be one **Claim** and shall be subject to the **Limit of Liability** specified in the **Schedule**.

For the purposes of this Section 1 (Professional Liability), **Costs and Expenses** are not subject to the **Limit of Liability** and are payable in addition to the **Limit of Liability**.

Section 2 Public Liability

The **Underwriters** agree, subject to the terms, conditions, limitations and exclusions of this **Policy**, to indemnify the **Insured** against all sums that the **Insured** shall become legally liable to pay as damages, claimants' costs and expenses and **Costs and Expenses** for all **Claims** arising from the conduct of the **Business** within the **Territorial Limits** for any:

- (a) accidental **Injury** to any person other than:
 - (i) to an **Employee** where such **Injury** arises out of and in the course of the employment during the **Period of Insurance**; or
 - (ii) any **Injury** arising from a breach of professional duty committed by the **Insured** or on the **Insured's** behalf during the **Period of Insurance**;
- (b) accidental loss of or accidental damage to third party **Property** during the **Period of Insurance**;
- (c) accidental nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water during the **Period of Insurance**; or
- (d) wrongful arrest, detention or malicious prosecution during the **Period of Insurance**.

All **Claims** arising out of one original cause shall be deemed to be one **Claim** and shall be subject to the **Limit of Liability** specified in the **Schedule**.

For the purposes of this Section 2 (Public Liability), **Costs and Expenses** are not subject to the **Limit of Liability** and are payable in addition to the **Limit of Liability**.

Section 3 Products' Liability

The **Underwriters** agree, subject to the terms, conditions, limitations and exclusions of this **Policy**, to indemnify the **Insured** against all sums that the **Insured** shall become legally liable to pay as damages, claimants' costs and expenses and **Costs and Expenses** for all **Claims** arising from any:

- (a) accidental **Injury** to any person other than an **Employee**; or
- (b) accidental loss of or accidental damage to **Property**,

arising from **Products** supplied in the conduct of the **Business** within the **Territorial Limits** during the **Period of Insurance**.

The liability of the **Underwriters** for all compensation payable by the **Insured** in respect of all such **Injury** and such loss of or such damage to such **Property** occurring during the **Period of Insurance** shall not exceed the **Limit of Liability**.

For the purposes of this Section 3 (Products' Liability), **Costs and Expenses** are not subject to the **Limit of Liability** and are payable in addition to the **Limit of Liability**.

Section 4 Personal Accident

This Section 4 (Personal Accident) only applies if the **Insured** specifically named on the **Schedule** is an individual and if a **Limit of Liability** for Section 4 is stated on the **Schedule**.

The **Underwriters** agree, subject to the terms, conditions, limitations and exclusions of this **Policy**, to pay compensation in the sum stated in the **Schedule** in respect of an **Injury** sustained by the **Insured** specifically named on the **Schedule** as a result of an **Accident** during the **Period of Insurance** that gives rise to the **Insured's**: (i) death; or (ii) permanent and total disability that prevents the **Insured** from working in the same profession as the **Insured** worked in immediately prior to the time of the **Accident**.

The **Limit of Liability** under this Section 4 (Personal Accident) shall not exceed the sum stated in the **Schedule** for this Section 4.

ADDITIONAL EXCLUSIONS

This Section 4 (Personal Accident) is subject to the General Exclusions. This Section 4 also does not apply to or include cover for:

- (1) any **Insured** whose is aged eighty (80) years or over at the date of the **Accident**.
- (2) any **Insured's** participation in active service in any of the armed forces of any nation.
- (3) any **Insured** taking or using drugs or controlled substances (unless prescribed by a qualified medical practitioner and taken according to their instructions).
- (4) any **Insured** putting themselves in unnecessary danger, unless attempting to save human life.
- (5) any **Insured's** participation in flying or other aerial activity, except as a passenger.
- (6) any **Insured** committing, or attempting to commit, suicide or as a result of self-inflicted injury.
- (7) any **Accident** that is internal to or originates from the **Insured** himself / herself including, but not limited to, any stroke, heart attack, illness or disease.
- (8) any **Accident** directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the above ((1)-(7)), regardless of any other cause or event contributing concurrently or in any other sequence.

ADDITIONAL CONDITIONS

This Section 4 (Personal Accident) is subject to the General Conditions. This Section 4 is also subject to the following Additional Conditions:

(1) Notice Of Claims

In order to be eligible for payment, claims under this Section 4 (Personal Accident) must be made as soon as reasonably possible after the **Accident**.

The **Insured** or the person(s) entitled to the compensation under applicable law in case of death of the **Insured** shall, as soon as reasonably possible, give notice to **Balens** of any **Accident**, proceedings or other event which may give rise to a claim under this Section 4 (Personal Accident) and provide all policies, information, consents, documents and evidence available to the **Insured** or this person, at the expense of the **Insured** or this person, via the contact details set out below:

Balens Europe B.V.
Bridge House
Portland Road
Malvern
United Kingdom
WR14 2TA

Telephone: +44 (0)1684 893 006
E-mail: claims@balens.co.uk

(2) Medical Examination

The **Insured** or the person(s) entitled to the compensation under applicable law in case of death of the **Insured** shall, as often as required, submit to medical examination including an autopsy on behalf of and at the **Underwriters'** expense in connection with any claim under this Section 4. It may impact the ability to make a claim for coverage under this **Policy** if the **Insured** or this person/ these persons fail(s) to do so.

General Exclusions

All the individual **Policy** Sections and Extensions are subject to the following General Exclusions, except where expressly stated to the contrary below.

This **Policy** does not indemnify the **Insured** against any **Claim**, loss, liability or **Costs and Expenses** directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following, regardless of any other cause or event contributing concurrently or in any other sequence:

(1) Hepatitis, Aids And TSE

any:

- (a) Hepatitis.
- (b) human immunodeficiency viruses (HIV), Human T-Cell Lymphotropic Virus Type iii (HTLV iii) or Lymphadenopathy Associated Virus (LAV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any syndrome or condition of a similar kind however it may be named.
- (c) Transmissible Spongiform Encephalopathy (TSE), Creutzfeldt-Jakob Disease (CJD), variant Creutzfeldt-Jakob Disease (vCJD) or new variant Creutzfeldt-Jakob Disease (nvCJD).

This General Exclusion (1) shall not exclude any **Claim** arising from treatment, sessions and / or advice to any patient or client with any of the specific medical conditions listed in (1) (a) to (1) (c) (inclusive) (above).

(2) Fines, Penalties And Punitive Damages

any:

- (a) fines or penalties of any kind.
- (b) punitive, exemplary, aggravated, treble, liquidated, non-compensatory or multiple damages.

(3) LOSS OF DATA

any:

- (a) loss, destruction or damage;
- (b) additional expenditure or extra expenses;
- (c) legal liability; and

- (d) other fees, costs, disbursements, awards or other expenses, caused by or contributed to by or consisting of or arising in whole or in part from:
- (i) the way in which any **Data Processing System** responds to or deals with or fails to respond to or fails to deal with any true calendar date.
 - (ii) any **Data Processing System** responding to or dealing in any way with:
 - 1) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates; or
 - 2) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates,

whether such **Data Processing System** is the property of the **Insured** or not and whether operating before during or after the Year 2000.

(4) Nuclear

any:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- (b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

(5) Overseas Companies

any associated or subsidiary company of the **Insured** or branch office or representative of the **Insured** with Power of Attorney domiciled elsewhere than in the Republic of Ireland.

(6) Pollution

any **Pollution**.

This General Exclusion (6) shall not apply to **Pollution** happening outside of the United States of America, Canada and any territory under their jurisdiction that is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

All **Pollution** which arises out of one incident shall be treated as having occurred at the time such incident takes place.

(7) **Sexual Misconduct**

any **Sexual Misconduct**.

Despite General Exclusion (7) and General Exclusion (8) (a), the **Underwriters** agree to indemnify the **Insured** against **Costs and Expenses** reasonably and necessarily incurred by or on behalf of the **Insured** with the **Underwriters'** prior written consent in the defence of any allegations of **Sexual Misconduct** of any nature made against the **Insured** and arising from the conduct of the **Business** to a patient, provided that if the **Insured** or any director, member, manager, **Employee** or committee member working on the **Insured's** behalf or at its direction admits or is found guilty of such **Sexual Misconduct**, the **Insured** shall reimburse the full amount of **Costs and Expenses** advanced by the **Underwriters** under this write-back to General Exclusion (7) and General Exclusion (8) (a) to the **Underwriters** within thirty (30) days of receipt of a written request for reimbursement from the **Underwriters**.

Indemnity shall be subject to a sub-limit of EUR 70,000 in the aggregate for the **Period of Insurance** which sum shall be part of, and not in addition to, the **Limit of Liability**.

(8) **Criminal Or Malicious Acts Or Illegal Products**

any:

- (a) criminal, dishonest, fraudulent or malicious act, error or omission;
- (b) illegal products or products that do not have the appropriate regulatory approval; or
- (c) products manufactured, handled, sold or distributed in violation of any statutory or regulatory requirement.

(9) **Teaching / Training**

any:

- (a) training establishment run by the **Insured**; or
- (b) course run by the **Insured** and offered to the public which delivers qualifications and / or certificates of competency.

unless cover is arranged and is expressly stated as such in the **Schedule**.

This General Exclusion (9) shall not apply to the delivery of qualifications and certificates of competency in respect of Healing or Reiki Master.

(10) War

any:

- (a) war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power;
- (b) action taken in controlling, preventing, suppressing or in any way relating to General Exclusion (10) (a) (above).

(11) Students' Work

- (a) any activities being undertaken in respect of any treatment, sessions and / or advice given by any person who is not qualified in such, except:
 - (i) under the direct supervision of a qualified person; or
 - (ii) for students' case study work, or for other work prior to qualification being obtained, if assessed and declared ready or competent to do so by their school or tutor, providing that:
 - 1) students do not practice outside the scope of what they have been taught and that regular supervision and / or on-going case consultation and review for such case studies is in place;
 - 2) students are to declare to any recipient in advance that they are not qualified; and
 - 3) students may charge a fee if appropriate, provided this is allowed by the tutor or school in question and that it is a modest amount and evidently lower than an experienced and qualified professional would normally charge.
- (b) any case studies or other pre-qualification work undertaken by students that is not approved, supervised, reviewed and directed by the college or tutor concerned.

(12) Asbestos

any existence, mining, handling, processing, manufacture, sale, distribution, storage or use of any asbestos, asbestos fibres, asbestos dust, asbestos products and / or any products or materials containing asbestos or any derivatives of asbestos.

(13) Terrorism

any:

- (a) act of **Terrorism**.
- (b) action taken in controlling, preventing, suppressing or in any way relating to an act of **Terrorism**.

(14) Tour Operators Liability

any:

- (a) sale or provision of travel or accommodation, holidays, package tours, excursions, retreats or business trips; or
- (b) activities regulated by the Package Holidays and Travel Trade Act 1995 or any similar legislation or Statutory Instrument for the time being in force within the European Union.

(15) Exposure To Ultraviolet Radiation

any exposure to **Ultraviolet Radiation**.

This General Exclusion (15) shall not apply to the use of **Ultraviolet Radiation** lamps for nail treatments.

(16) Vehicles / Vessels / Aircraft / Watercraft

any ownership, possession, maintenance or use by or on behalf of the **Insured** of any vehicle, vessel, aircraft or watercraft.

(17) Beauty Treatments To A Minor

any beauty treatments to a **Minor**.

This General Exclusion (17) shall not apply if:

- (a) the beauty treatment is non-invasive (excluding laser); and
- (b) prior written consent has been obtained from the **Minor's** parent(s) or legal guardian(s).

(18) Contractual Undertakings, Warranties And Guarantees

any:

- (a) liability assumed by any **Insured** under a contract which goes beyond the duty to use such skill and care as is usual in the exercise of the **Insured's** activities stated in the proposal form and / or fact find and / or declaration, unless the **Underwriters'** agreement has first been obtained and an endorsement made upon this **Policy** and such other terms, conditions, limitations and exclusions as may be imposed have been accepted.
- (b) liability assumed by any **Insured** by way of contract, warranty (except warranty of authority), guarantee, undertaking, hold harmless agreement, indemnity or similar provision, unless such liability would have attached to the **Insured** in the absence of such contract, warranty, guarantee, undertaking, hold harmless agreement, indemnity or similar provision.

(19) Directors' And Officers' Liability / Trustee Liability

any **Insured** acting as a director, secretary or officer of the **Insured** or as a trustee, where such **Claim** is made solely by reason of his holding that position and having acted in that capacity.

(20) Efficacy

any failure of any **Product** (or any part thereof) to:

- (a) fulfil the use, function or purpose for which it was designed;
- (b) meet the level of performance, quality, fitness or durability specified, promised, represented, warranted or guaranteed;
- (c) achieve the results or appearance specified, promised, represented, warranted or guaranteed,

except as may be covered under Section 3 (Products' Liability) of this **Policy**.

(21) Information Technology

any:

- (a) failure of any programme, instruction or data for use in any computer or other electronic processing device, equipment or system to function in the way expected or intended.
- (b) failure of any plant and / or machinery, including any computer, data processing equipment or media, microchip, integrated circuit or similar device or any software, whether the property of the **Insured** or of any third party, correctly to recognise any date.
- (c) transmission or receipt of any virus, programme or code that causes loss or damage to any computer system and / or prevents or impairs its proper function or performance.
- (d) business conducted and / or transacted via the internet, intranet, extranet and / or via the **Insured's** own website, internet site, web-address and/or via the transmission of electronic mail or documents by electronic means.

This General Exclusion (21) (d) shall not apply if the **Insured** can prove, to the **Underwriters'** reasonable satisfaction, that the liability to the **Insured** would have attached in the absence of the fact that the business was conducted and / or transmitted via the internet, intranet, extranet and / or via the **Insured's** own website, internet site, web-address and / or via the transmission of electronic mail or documents by electronic means.

- (e) defect or defective workmanship in the installation, repair or maintenance of any computer or other electronic equipment or system or computer hardware or software.

(22) Trading Debts / Bankruptcy

any:

- (a) trading or personal debts, losses or liabilities of any **Insured** (including, but not limited to, any tax liability due or payable by any **Insured** or any fees, costs or expenses connected therewith) or any guarantee given by any **Insured** for any debt or legal obligation to refund any fee charged to a client.
- (b) insolvency, bankruptcy, administration or receivership of any **Insured**.
- (c) claim or demand by a liquidator, administrator or trustee in bankruptcy to account for any preferential payment or to make any payment in respect of a void or voidable transaction.

(23) Cyber Liability

any:

- (a) **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.
- (b) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.

This General Exclusion (23) shall not apply to:

- (i) Sub-section (d) of Section 1 (Professional Liability); and
- (ii) General Extension (7) (Loss of Documents).

(24) Clinical Trials / Research Projects

any clinical trial or research project.

(25) Employers' And Employment Liability

any:

- (a) breach of any duty owed by the **Insured** as an employer to an **Employee** or former **Employee** or applicant for employment.
- (b) **Injury** to any **Employee** or damage to, destruction of or loss of use of any property of any **Employee** arising out of or in the course of their employment.
- (c) obligation owed by the **Insured** as an employer or potential employer to any business partner, director, member, **Employee** or applicant for employment.

This General Exclusion (25) shall not exclude any claim by an **Employee** who has been treated or advised by the **Insured** as a patient or client when such claim is brought in that capacity and when such treatment and / or advice is for a matter unrelated to the person's employment. For the purpose of clarification, it is irrelevant whether the **Insured** is being paid or not by the **Employee** for the treatment and / or advice.

(26) **Prior Circumstances And Claims**

any **Claim** or circumstances which:

- (a) any **Insured** knew or should have reasonably foreseen may give rise to a **Claim**, of which the **Insured** was, or should have been, aware on or prior to the commencement of the **Period of Insurance**;
- (b) was notified by the **Insured** under any other insurance policy prior to the commencement of the **Period of Insurance**;
- (c) does not arise from the conduct of the **Business** during the **Period of Insurance**.

(27) **Property Held In Trust**

any damage to **Property** belonging to the **Insured** or which is leased, let or lent to the **Insured**.

This General Exclusion (27) shall not apply to legal liability for:

- (a) customers' or **Employees' Property**; or
- (b) **Premises** leased, let, rented, hired or lent to the **Insured**.

This General Exclusion (27) shall apply only to Section 2 (Public Liability).

(28) **Insurance**

any loss or damage to premises caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance for the premises shall be arranged by or on behalf of the **Insured** under a specific policy for buildings.

(29) **Wear And Tear**

any wear, tear, moths, vermin, mould, mildew, atmospheric or climatic conditions or any other gradually occurring cause.

(30) **Products To Non-Patients Or Clients**

any **Products** supplied by the **Insured** to a person or entity who is not a patient or client where no treatment, session and / or advice has taken place and where the annual turnover of the **Insured** in respect of such **Products** supplied is above EUR 35,000.

(31) Substances Prohibited

any sale, supply, use or application of any substance prohibited by law, rule, legislation or authority.

(32) Recall, Replacement And Rectifying Of Products

any recall, withdrawal, inspection, removal, repair, alteration, replacement, reinstatement or rectification or amounts claimed for loss of use of or reduction in value of any **Product**, workmanship or contract work executed (or any part thereof).

(33) Failure To Follow Instructions, Recommendations, Guidelines, Best Practice And / Or Training Provided By Manufacturers And Professional Bodies

any intentional use or misuse of a product contrary to any instructions, recommendations, guidelines, best practice and / or training provided by the product manufacturer and / or relevant professional bodies.

(34) Conventional Medicine, Conventional Drugs And Excluded Activities

any:

- (a) conventional medicine.
- (b) conventional drugs.
- (c) injectables.
- (d) aesthetic treatments (excluding laser).
- (e) surgical and non-surgical cosmetic treatments.

(35) Territorial And Jurisdictional Limits

any:

- (a) acts, errors or omissions, libel, slander, infringement of intellectual property right, breach of confidentiality or misuse of information committed outside the **Territorial Limits**.
- (b) **Claim** brought in any courts outside the **Jurisdictional Limits**.
- (c) **Claim** brought in a court of law within the **Jurisdictional Limits** to enforce a judgment or an order made outside the **Jurisdictional Limits**.

General Exclusion (35) (a) shall not apply to:

- (i) any **Claim** insured under Section 1 (Professional Liability) which arises from any of the activities contained in limb (c) of the definition of **Business, Virtual Consultations** or **Internet-Based Videos**; or

- (ii) any **Claim** insured under Section 2 (Public Liability) which arises from non-treatment / non-advisory temporary visits to the United States of America, Canada or any territory under their jurisdiction to attend seminars, training courses or conferences for up to a maximum of thirty (30) days any one visit and ninety (90) days in the aggregate in the **Period of Insurance**,

provided that cover for **Costs and Expenses** in respect of any such **Claim** is included within the **Limit of Liability** specified in the **Schedule**.

(36) **Sanctions**

The **Underwriters** shall not be liable to indemnify **You** against any claim or provide any cover or benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Underwriters** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or Canada.

General Extensions

The insurance under this **Policy** is subject to the following extensions provided that:

- (a) any liability of the **Insured** and / or the need for costs to be made by the **Insured** as mentioned in these extensions, has arisen from the conduct of the **Business**;
- (b) unless expressly stated to the contrary, these extensions are subject to the terms, conditions, limitations and exclusions of the **Policy**; and
- (c) the total liability of the **Underwriters** to pay compensation shall not exceed the applicable **Limit of Liability**.

(1) Patient Confidentiality

Section 1 (Professional Liability) of this **Policy** extends to indemnify the **Insured** in respect of legal costs incurred where the **Insured** has refused to release on ethical or therapeutic grounds confidential patient information where required to do so in the form of a report or witness attendance by a court, disciplinary hearing or tribunal case, provided that:

- (a) the liability of the **Underwriters** shall not exceed EUR 15,000 any one **Claim** during the **Period of Insurance**;
- (b) this limit will form part of, and not be in addition to, the **Limit of Liability** for Section 1 (Professional Liability) stated in the **Schedule**.

(2) Good Samaritan Acts And First Aid

Section 1 (Professional Liability) of this **Policy** extends to indemnify the **Insured** and any director, partner or **Employee** of the **Insured** in respect of any first aid or emergency medical assistance rendered where they are present during an emergency situation.

(3) Loss Of Reputation

Section 1 (Professional Liability) of this **Policy** extends to indemnify the **Insured** for costs incurred with the **Underwriters'** consent in respect of the appointment of public relations professionals as a result of a complaint, lawsuit or other action by a third party, provided that:

- (a) the liability of the **Underwriters** shall not exceed EUR 30,000 any one **Claim** during the **Period of Insurance**; and
- (b) this limit will form part of and not be in addition to the **Limit of Liability** for Section 1 (Professional Liability) stated in the **Schedule**.

(4) Retrospective Extension

Despite General Exclusion (26) (c), cover hereunder extends to include **Claims** first made against the **Insured** during the **Period of Insurance** in respect of acts, errors and omissions prior to the **Period of Insurance**, provided that:

- (a) at the time of the act, error or omission giving rise to the **Claim**, the **Insured** had liability insurance that would have responded if the **Claim** been made and notified in accordance with the requirements of that insurance policy;
- (b) the **Insured** has not notified the **Claim** or the act, error or omission giving rise to the **Claim** to any previous insurance policy;
- (c) the **Insured** is not entitled to indemnity under any other insurance policy;
- (d) the cover afforded by this extension is no broader than the cover provided by Section 1 (Professional Liability), Section 2 (Public Liability) and Section 3 (Products' Liability) of this **Policy**; and
- (e) this extension shall only afford cover for **Claims** arising from or related to laser treatments, chiropractic and / or osteopathy if the **Insured** has purchased cover for such under this **Policy**.

(5) Upgrade Clause

Any increase in the **Limit of Liability** during the **Period of Insurance** as endorsed on the **Schedule** will thereafter apply retrospectively for Section 1 (Professional Liability), Section 2 (Public Liability) and Section 3 (Products' Liability) of this **Policy**.

This extension will not apply to any **Claim** or incident that was likely to give rise to a **Claim** that was known to the **Insured** before the date of the endorsement (irrespective of this **Claim** having been notified to the **Underwriters** or not).

(6) Pre-Disciplinary Hearing And Complaints Costs

This **Policy** is extended to pay costs and expenses incurred with the **Underwriters'** prior written consent in preparing a response to any allegation of unprofessional conduct or behaviour likely to give rise to a disciplinary hearing with a professional body or regulator and representation at the hearing, provided that the liability of the **Underwriters** shall not exceed EUR 2,500 any one **Claim** during the **Period of Insurance**, which limit will form part of, and not be in addition to, the **Limit of Liability** for Section 1 (Professional Liability).

(7) Loss Of Documents

Section 1 (Professional Liability) of this **Policy** extends to indemnify the **Insured** against the expense incurred by the **Insured** with the **Underwriters'** prior written consent in replacing or restoring **Documents**, whether owned by or the responsibility of the **Insured** in the conduct of the **Business**, which are discovered lost or damaged and notified to the **Insured** during the **Period of Insurance**, provided that:

- (a) the liability of the **Underwriters** shall not exceed EUR 70,000 in the aggregate during the **Period of Insurance**; and
- (b) this limit will form part of, and not be in addition to, the **Limit of Liability** for Section 1 (Professional Liability) stated in the **Schedule**.

(8) Car Park Liability

Section 2 (Public Liability) of this **Policy** extends to indemnify the **Insured** against legal liability in respect of loss of or damage to vehicles happening during the **Period of Insurance** which are the responsibility of persons other than the **Insured** that are held in trust by or in the custody or control of the **Insured**, provided that:

- (a) such vehicles are not:
 - (i) being stored by the **Insured** for a fee or other consideration; or
 - (ii) held in trust by or in the custody or control of the **Insured** for the purposes of work being carried out on them,
- (b) the liability of the **Underwriters** shall not exceed EUR 25,000 any one **Claim** during the **Period of Insurance**; and
- (c) this limit will form part of and not be in addition to the **Limit of Liability** for Section 2 (Public Liability) stated in the **Schedule**.

(9) Court Attendance Costs

In the event of any of the persons listed below attending court as a witness at the request of the **Underwriters** in connection with a **Claim** in respect of which the **Insured** is entitled to indemnity under this **Policy**, the **Underwriters** will provide compensation to the **Insured** at the following rates per day for each day on which attendance is required:

- (a) any director or partner of the **Insured** EUR 700; and
- (b) any **Employee** EUR 300.

(10) Cross Liability

Each person or party specified as the **Insured** in the **Schedule** is separately indemnified under this **Policy** in respect of **Claims** made against any of them by any other such person or party subject to the **Underwriters'** total liability not exceeding the applicable **Limit of Liability** stated in the **Schedule**.

(11) Safety, Health And Welfare At Work

Section 2 (Public Liability) of this **Policy** extends to indemnify the **Insured** or, at the request of the **Insured**, any director or **Employee** of the **Insured** for legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of Safety, Health and Welfare at Work legislation or any regulations made thereunder committed, or alleged to have been committed, during the **Period of Insurance**, including:

- (a) costs of prosecution awarded against the **Insured** or any director or **Employee** of the **Insured**; and

- (b) legal costs and expenses incurred with the consent of the **Underwriters** in an appeal against conviction arising from such proceedings,

provided that the **Underwriters** shall not be liable under this extension for:

- (i) the payment of fines and penalties of any kind; or
- (ii) the cost of appeal against improvements or prohibition notices.

This liability of the **Underwriters** shall form part of, and not be in addition to, the **Limit of Liability** for Section 2 (Public Liability) stated in the **Schedule**.

(12) **Reimbursement To Other Persons Or Entities, Including Personal Representatives**

In the event of any **Claim** in respect of which the **Insured** named would be entitled to receive any indemnity under this **Policy** being brought or made against:

- (a) any director, business partner, agent or member;
- (b) any **Employee** or volunteer;
- (c) any public or local authority or other principal for whom the **Insured** are or have been carrying out work but only to the extent required by the contract for the work;
- (d) any **Employee** acting as a member of the **Insured's** first aid or medical arrangements, but excluding conventional medical practitioners in respect of liability for damages and legal costs resulting from treatment or advice given;
- (e) any officer or member of the **Insured's** catering, social, sports or welfare organisations;
- (f) any personal representative of the **Insured** in the event of the **Insured's** death,

the **Underwriters** will indemnify such person if the **Insured** so requests against such **Claim** and / or any costs, charges and expenses in respect thereof, provided that:

- (i) such person is not entitled to indemnity under any other insurance; and
- (ii) such person will, as though they were the **Insured** observe, fulfil and be subject to the terms, conditions, limitations and exclusions of this **Policy**; and
- (iii) the **Underwriters** shall not be liable under this extension unless the **Insured** has the sole conduct and control of all **Claims**.

(13) **Bail Bond And Civil Bond Expenses**

The **Underwriters** shall pay **Bail Bond and Civil Bond Expenses** incurred directly in connection with **Claims**:

- (a) covered by this **Policy** in any jurisdiction within the **Territorial Limits**; or
- (b) covered under Section 2 (Public Liability) of this **Policy** which arise from non-treatment / non-advisory visits to attend seminars, training courses or conferences (up to a maximum of thirty (30) days any one visit and ninety (90) days in the aggregate) in the United States of America, Canada or any territory under their jurisdiction,

in which any **Insured** is liable to imprisonment and / or impounding of essential possessions or documents.

The **Insured** shall reimburse the **Underwriters** for **Bail Bond and Civil Bond Expenses** advanced on the **Insured's** behalf if and when the **Insured** is refunded.

The **Underwriters'** liability under this extension is limited to EUR 50,000 in the aggregate.

General Conditions

(1) Claims Procedure

The **Insured** shall not disclose to any person the existence or terms of this **Policy** without the prior written consent of the **Underwriters**.

The **Insured** shall not, except at their own cost, take any steps to compromise or settle any **Claim** or admit liability without specific instructions in advance in writing from the **Underwriters** nor give any information or assistance to any person claiming against them.

The **Insured** shall cooperate with the **Underwriters** in the investigation of any **Claim** or insured event, including responding to reasonable requests for information in an honest and reasonably careful manner.

The **Underwriters** shall conduct and control all proceedings in respect of any **Claims** for which the **Underwriters** may be liable under this **Policy** and may use the name of the **Insured** to enforce for the benefit of the **Underwriters** any order made for costs or otherwise or to make or defend any **Claim** for reimbursement or damages against any third party or for any other purpose connected with this **Policy**.

(2) Discharge Of Liability

In connection with any **Claim** or series of **Claims** against the **Insured** the **Underwriters** may, at any time, pay to the **Insured** a sum equal to the **Limit of Liability** applying to the relevant section of this **Policy** (after deduction of sums already paid as compensation in respect of such **Claim** or **Claims** or other relevant **Claims**) or any lesser amount for which, in the reasonable opinion of the **Underwriters**, such **Claim** or **Claims** can be settled. Upon payment of such sums, the **Underwriters** shall be entitled to relinquish the conduct and control of such **Claim** or **Claims** and be under no further liability in connection therewith, save for such **Costs and Expenses** as the **Underwriters** have already agreed in writing to pay in respect of matters prior to the date of such payment incurred prior to the time of such payment.

(3) Notice Of Claims

The **Insured** shall, in a reasonable time, but in any event not later than fifteen (15) working days:

- (a) give notice to **Balens** of any circumstances or occurrences which may give rise to a **Claim** and provide all information and documents available to the **Insured**, at the expense of the **Insured** or its legal representative, via the contact details set out below:

Balens Europe B.V.
Bridge House
Portland Road
Malvern
United Kingdom
WR14 2TA

Telephone: +44 (0)1684 893 006
E-mail: claims@balens.co.uk

(b) on receipt by it or its servants or agents forward to **Balens** any **Claim** or notice of proceedings in respect of which the **Underwriters** may be required to indemnify the **Insured**.

(4) **Other Insurance**

The **Insured** agrees to give the **Underwriters** written details of any other insurance it has which may indemnify or partially indemnify the **Insured** against a **Claim**.

This **Policy** does not apply to or include cover for or arising out of or relating to **Claims** wherein the **Insured** has failed to maintain insurance.

If the **Insured** has other insurance that is applicable to the **Claim** or **Costs and Expenses** (or which would be applicable if this **Policy** did not exist), such other insurance shall be primary to the cover afforded by this **Policy** and the **Underwriters** shall not be liable to indemnify the **Insured** until such other insurance is exhausted. If such other insurance were exhausted, the **Limit of Liability** (or, if applicable, the sub-limit of liability) would apply in excess of the limit of indemnity applying under the other insurance. If this General Condition is rendered inoperative by the provisions of any other insurance applicable to the **Claim** or **Costs and Expenses**, the **Underwriters** shall be liable to pay only their rateable share of the **Claim** or **Costs and Expenses**.

(5) **Record Keeping**

As a **Condition Precedent** to the right of the **Insured** to be indemnified under this **Policy**, the **Insured** shall:

Individual Treatments, Therapies, Consultations, Classes, Sessions and / or Advice

(a) when dealing with clients, record details of each and every insured activity performed and / or provided in line with professional best practice, professional standards, training and / or ethical guidelines.

Group Activities (including, but not limited to, Classes, Sessions, Workshops and Events)

(b) when dealing with clients, record the date the activity took place, the full names of attendees and observations in line with professional best practice, professional standards, training and / or ethical guidelines.

Demonstrations and Trials

(c) record the date the activity took place, the nature of the demonstration / trial, the full names of attendees and any relevant observations in line with professional best practice, professional standards, training and / or ethical guidelines.

All Insured Activities

- (d) record details of products and / or equipment and machinery used during performance of an insured activity (if applicable), in line with professional best practice, professional standards, manufacturer's guidelines, training and / or ethical guidelines.
- (e) record evidence of patch testing where deemed necessary in line with professional best practice, professional standards, manufacturer's guidelines, training and / or ethical guidelines.
- (f) with regard to pre-recorded and / or other digital material distributed online or for access via social media platforms, maintain copies of such material for a minimum of seven (7) years and keep this up to date in accordance with any best practice, training and / or ethical guidelines.
- (g) when working as a training provider involved with the issuing of certificates of competency where a practical demonstration is necessary on students or third parties, record a note of the insured activity recorded giving details of each and every insured activity performed and / or provided in line with professional best practice, professional standards, training and / or ethical guidelines.
- (h) keep all records for a minimum of seven (7) years. In the case of **Minors**, it is a **Condition Precedent** to the right of the **Insured** to be indemnified under this **Policy** that all records should be kept for a minimum seven (7) years after the **Minor** reaches the age of majority.

(6) Treatment By Beauty Therapists, Cosmetologists And Hairdressers

The following condition will only apply in respect of beauty therapists, cosmetologists and hairdressers.

The **Underwriters** shall have no liability under the **Policy** if the **Insured** or any authorised **Employee** fails to comply with the following provisions, unless the **Insured** shows that non-compliance with these terms could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred:

- (a) when working at a third party premises, place a protective and impermeable sheet over the floor and furniture whilst working when using a procedure which could cause staining or other damage to such items.
- (b) for all treatments where the client is required to perform aftercare, written instructions describing that care shall be given to each and every client on each and every occasion that such treatment is given.

- (c) for hair, eyebrow or eyelash tinting or perming, the **Insured** shall take a skin test at least twenty four (24) hours before applying an eyelash or eyebrow tint to any persons for the first time in accordance with the manufacturer's instructions and guidelines taught by the qualifying College or as subsequently recommended as best current professional practice.
- (d) always carry out a tint test:
 - (i) before the provision of the first treatment;
 - (ii) after a change in a client's medical history;
 - (iii) when the **Insured** has changed any preparations used in tinting treatments or changed the manufacturer of their tinting preparations; or
 - (iv) at a twelve (12) month interval since the client's last treatment.

The cover does not apply to an incident that arises from a treatment given after an allergic reaction to a skin test.

- (e) follow the recommended best practice and / or training guidelines provided by any professional association or training provider in respect of all treatments, therapies and / or activities performed.
- (f) obtain medical referral before providing treatment for:
 - (i) hair removal from moles or treating moles in any way;
 - (ii) age spots or pigmentation;
 - (iii) Syringoma.
- (g) check and record that any persons are not allergic to acrylics or plastics before applying false nails or nail extensions.

(7) **Qualifications**

It is a **Condition Precedent** to the **Underwriters'** liability under the **Policy** that the **Insured** should be suitably qualified to perform the treatments, sessions and advice noted on the **Schedule** and provide a formal qualification in the event of a **Claim**, if not previously supplied. For new or own developed therapies / activities, or where a formal qualification may not exist, the **Insured** must provide evidence of competency and / or experience, which evidence is deemed sufficient by **Balens**, prior to the start of the **Period of Insurance**.

(8) Virtual Consultations And Internet-Based Videos

The following condition will only apply in respect of **Virtual Consultations** and **Internet-Based Videos**.

The **Underwriters** shall have no liability under the **Policy**, if the **Insured** fails to comply with the following provisions, unless the **Insured** shows that non-compliance with these terms could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

- (a) The content of all **Virtual Consultations** and **Internet-Based Videos** must be provided by a qualified therapist or practitioner and kept up-to-date in line with training guidance and qualifications; and
- (b) Where the content of a **Virtual Consultation** and **Internet-Based Video** is personalised to an individual group, the **Insured** must comply with the record keeping conditions and ensure all relevant aftercare advice and future consultation procedures are declared to and consented to by the client(s), with evidence recorded in a durable medium.

(9) Professional Instruments

It is a **Condition Precedent** to the **Underwriters'** liability under the **Policy** that any instruments used or intended for use, in contact with skin tissue, including laser treatment, or to penetrate skin tissue or used, or intended for use, in contact with bodily fluid:

- (a) are stored, handled and used in accordance with the manufacturer(s) instructions;
- (b) are disposed of safely and in accordance with the manufacturer's instructions and best practice; and
- (c) when approved by the manufacturer(s) and the Department of Health or equivalent to be used more than once, sterilised prior to such use, using sterilising apparatus specifically approved by the manufacturer(s) in accordance with such manufacturer(s) instructions, recommendations and / or guidelines and in accordance with the guidelines of the Department of Health or equivalent.

(10) Equipment And Machines

It is a **Condition Precedent** to the **Underwriters'** liability under the **Policy** that all equipment and machines used in the provision of any treatment or services must:

- (a) be 'CE' marked (this applies to new and used equipment and machines);
- (b) only use the approved manufacturer's parts and accessories;
- (c) only be used in accordance with the manufacturer's instructions; and
- (d) be fully serviced and maintained in accordance with manufacturer's guidelines.

(11) Erosion Of Deductible By Costs And Expenses

The **Deductible** shall be eroded by any payment of **Costs and Expenses** by the **Insured**.

(12) Subrogation

1. In the event of any payment or indemnity being made or provided under this **Policy**, the **Underwriters** shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery, indemnity or contribution against any third party.
2. The **Insured** shall not surrender any right or settle any claim arising from any such right of recovery, indemnity or contribution and shall execute all papers required and do everything necessary within its power to secure such rights, including the assignment of its rights or claims to the **Underwriters** (if permitted by law) or the filing of a legal action against any third party (if permitted by law) for recovery and reimbursement of the **Underwriters**.
3. The **Insured** shall, at its own expense, co-operate fully with the **Underwriters** in the pursuit of any subrogated claim and shall provide such assistance, documents and access to premises as the **Underwriters** shall request.
4. If the **Underwriters** make a recovery in the exercise of rights of subrogation, any sums recovered shall be applied in accordance with Section 24(2) of the Consumer Insurance Contracts Act 2019.

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