

# Professional Liability Insurance Package

## Insurance Product Information Document

**Company: Lloyd's Insurance Company S.A., Non-Life Insurer (Belgium)**

**Product: Professional Liability Insurance Package - Ireland**

### Sections on Liability

The insurance is underwritten by Lloyd's Insurance Company S.A. in accordance with the authorisation granted under a Coverholder Appointment Agreement to Howden Insurance (Ireland) Limited (as an authorised underwriting agent of Lloyd's Insurance Company S.A.) and administered by Howden Insurance (Ireland) Limited. 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). Lloyd's Insurance Company S.A. 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](http://www.nbb.be). Howden Insurance (Ireland) Limited also acts as a specialist intermediary in respect of the insurance in the interest of the insured. This means that you may send your messages for underwriters to Howden Insurance (Ireland) Limited.

This Insurance Product Information Document provides a summary of the main terms, conditions, limitations and exclusions of your insurance. The full terms, conditions, limitations and exclusions of your insurance can be found in the policy document, which will be provided by Howden Insurance (Ireland) Limited. Other pre-contractual and contractual information will also be provided by Howden Insurance (Ireland) Limited. Nothing in this document is intended to waive, alter or affect any of the terms, conditions, limitations or exclusions of your insurance.

### What is this type of insurance?

The sections on liability encompass cover for professional liability, public liability and products' liability and reasonable legal costs and expenses of health, fitness, wellbeing and beauty professionals and organisations, as agreed upon with Howden Insurance (Ireland) Limited.



### What is insured?

**If purchased, the following coverages are insured up to the limit of liability stated on the policy schedule:**

#### Section 1 - Professional Liability

✓ Covers liability for breach of professional duty due to negligent acts, negligent errors or negligent omissions committed in the conduct of your business.

#### Section 2 - Public Liability

✓ Covers liability for accidental injury to persons and loss of or accidental damage to the property of others arising from the conduct of your business.

#### Section 3 - Product's Liability

✓ Covers liability for accidental injury of persons and accidental loss of or damage to property of others arising from products supplied in the conduct of your business.

#### Section 4 - Personal Accident (optional)

✓ Cover for bodily injury that is caused by an accident during the period of insurance.

#### Defence costs

✓ Unlimited coverage for reasonable legal costs and expenses for defending covered claims.

#### Extensions of Coverage

Coverages are further extended by various extensions including, but not limited to:

#### Retrospective Extension

✓ Cover for claims first made against you during the period of insurance in respect of acts, errors and omissions prior to the period of insurance.

#### Who is insured?

✓ The individual or entity named as such in the policy 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 your behalf or at your direction.



### What is not insured?

There are a number of general exclusions in the insurance including, but not limited to:

- ✗ fines, penalties, punitive, exemplary, aggravated, treble, liquidated, non-compensatory and multiple damages.
- ✗ nuclear risks.
- ✗ pollution.
- ✗ sexual misconduct (except for legal costs of a successful defence).
- ✗ criminal, dishonest, fraudulent and malicious acts, errors and omissions.
- ✗ illegal products.
- ✗ training establishments run by you and courses run by you and offered to the public which deliver qualifications and / or certificates of competency.
- ✗ war and terrorism.
- ✗ tour operators liability.
- ✗ beauty treatments to persons under sixteen (16) years of age unless: (i) the beauty treatment is non-invasive (excluding laser); and (ii) the parent(s), legal guardian(s) or GP have provided their prior written consent.
- ✗ liability assumed by agreement.
- ✗ directors' and officers' liability and trustee liability.
- ✗ cyber liability.
- ✗ clinical trials and research projects.
- ✗ employers' and employment liability.
- ✗ liability arising from claims or circumstances of which you were, or should have been, aware prior to the policy entering into force.
- ✗ products supplied to non-patients or clients where your annual turnover in respect of such product is above EUR 35,000.
- ✗ recall, replacement and rectifying of products.
- ✗ conventional medicine, conventional drugs, injectables, surgical treatments, treatments not listed in the approved treatment document or schedule.
- ✗ sanctions.

Please note that the insurance also contains a number of additional exclusions (which are not contained in this document). The additional exclusions may be found in the relevant Section in the policy documentation. In certain circumstances, some of the general exclusions and / or additional exclusions may be amended or removed by endorsement to the policy.



## Are there any restrictions on cover?

Yes including, but not limited to:

- ! claims are covered up to the limit of liability stated on your policy schedule.
- ! coverage for your business activities might be restricted. The business and / or activities are described and noted in your policy schedule.
- ! you are required to pay a deductible in the amount contained in the policy schedule before we are liable to make any payment.
- ! the policy only provides cover for claims arising from the conduct of your business during the period of insurance.
- ! retrospective cover is only provided if you had liability insurance at the time of the act, error or omission giving rise to the claim that would have responded if the claim had been made and notified in accordance with the requirements of that insurance policy (and retrospective cover with respect to laser treatments, chiropractic and / or osteopathy is only provided if your current policy provides cover for such).
- ! cover for students' work is only provided if the activities are undertaken under the direct supervision of a qualified person or, for students' case study work or other work prior to qualification being obtained, if the school or tutor has assessed and declared that the student is ready or competent to do so.
- ! subject to certain limited exceptions, there is no cover for claims brought in courts outside the EEA or claims brought in courts within the EEA to enforce judgments or orders made outside the EEA.



## Where am I covered?

Worldwide, excluding the United States of America and Canada (and any dependencies, protectorates or trust territories thereof); please see the policy for further details. If cover for the United States of America and Canada is required, please consult with Howden Insurance (Ireland) Limited.



## What are my obligations?

Your obligations include, but are not limited to:

- disclosing all information and facts to the underwriters when requesting the insurance.
- ensuring that you are suitably qualified to perform the business and activities noted on the schedule.
- notifying the underwriters in writing as soon as practically possible of any material change in your circumstances.
- notifying the underwriters in writing in a reasonable time but, in any event, not later than fifteen (15) working days of any circumstances or occurrences which may give rise to a claim under the insurance.
- as soon as reasonably possible on receipt, forwarding to the underwriters any claim or notice of proceedings in respect of which the underwriters may be required to indemnify you.
- cooperating with the underwriters in the investigation of any claim or insured event, including responding to requests for information in an honest and reasonably careful manner and providing information and documents as the underwriters may request after a claim has been filed.
- not take any steps to settle a claim or admit liability without specific instructions in advance in writing from the underwriters.
- compliance with conditions stipulated in the policy conditions such as:
  - adequately recording & retaining details of each insured activity performed;
  - conditions for the use of instruments, such as needles; and
  - conditions for virtual consultations and internet-based videos.



## When and how do I pay?

You must pay the premium, together with insurance premium tax, within thirty (30) days of the commencement of the period of insurance.



## When does the cover start and end?

- Your cover commences and expires on the dates and times shown in the policy schedule.
- The insurance is underwritten on a "acts committed" basis and, as such, responds to claims arising from the conduct of the business during the period of insurance (irrespective of whether the claim is made within the period of insurance or at a later date). In the circumstances, there is typically no need to purchase separate cover for claims arising from the conduct of your business during the period of insurance you purchased cover from us. Please consult with Howden Insurance (Ireland) Limited to ensure that the cover you purchase is appropriate for your needs.



## How do I cancel the contract?

- You are entitled to cancel the insurance by notifying the underwriters in writing within fourteen (14) working days of either the date you receive the policy or the start of your period of insurance (whichever is the later).
- Thereafter, you are entitled to cancel the insurance by notifying the underwriters in writing.
- The underwriters are entitled to cancel the insurance if there is a valid reason to do so by giving you fourteen (14) days' notice in writing, together with the reason(s) for the cancellation. Examples of cancellation grounds are contained in the policy.

Please note that the policy terms and conditions stipulate if and to what extent the premium will be refunded to you.