

BALENS

Professional Liability Insurance Package

Policy Wording



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BALENS IRISH HEALTH PROFESSIONALS SCHEME PROFESSIONAL LIABILITY INSURANCE PACKAGE

This **policy** is underwritten and administered by Balens Europe B.V. (referred to throughout as “**Balens**” or the “**coverholder**”) on behalf of Hiscox SA (“The **insurer**”)

This **policy** is a contract between **you** and the **insurer**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Consumer Insurance Contracts Acts 2019. A third-party has all of the rights as set out in the Consumer Insurance Contracts Act 2019, including the right to request information from the **insurer** and the right to make a **claim** in the circumstances set out in and in accordance with the Consumer Insurance Contracts Act 2019.

The **coverholder** acts as agent for the **insurer** in performing the **insurer’s** duties under this **policy**.

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction will be permitted.

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, organizations, 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.

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 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 **insurer** has relied on the information which **you** have provided.

In return of the payment of the premium specified herein, the **insurer** agrees to indemnify **you** against the events set out in the operative sections during the **period of insurance** and in accordance with the terms, conditions, limitations, exclusions and any endorsement(s) of this **policy**.

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 SHORT FORM PRIVACY NOTICE

The **insurer** collects and process information about **you** in order to provide insurance policies and to process claims.

Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **your** information with, and obtaining information about **you** from, **the insured's** group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, regulators or fraud prevention agencies.

The **insurer** 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.

This information includes details such as **your** name, address and contact details and any other information that the **insurer** 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.

In certain circumstances, the **insurer** needs **your** consent to process certain categories of information about **you** (including special categories of personal data details as mentioned above). Where the **insurer** needs **your** consent, the **insurer** will ask **you** for it separately.

You do not have to give **your** consent and **you** may withdraw **your** consent at any time by sending an email to dataprotectionofficer@hiscox.com or by telephoning 01904 681198; without however affecting the lawfulness of processing based on consent prior to its withdrawal.

Nevertheless, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect the **insurer's** ability to provide the insurance cover from which **you** benefit and may prevent the **insurer** from providing cover for **you** or handling **your** claims.

For further information on how **your** information is used and **your** rights in relation to **your** information please see:

- (a) The **insurer** full privacy notice, which is available in the privacy section of their website at <https://www.hiscox.ie/privacy-policy>
- (b) The **coverholder's** privacy notice, which is available via <https://balens.eu/privacy-policy>

Alternatively, **you** may contact **Balens** at:

Balens Europe B.V.
Singel 126
1015 AE Amsterdam
The Netherlands

Telephone: +353 (0) 15787525
Email: Complaints@balens.ie

You have the right to lodge a complaint with the competent data protection authority, but the **insurer** and **Balens** encourage **you** to contact them before doing so.

1.3 BROKERS, INTERMEDIARIES, PARTNERS, EMPLOYERS AND OTHER THIRD PARTIES

If **you** provide information about someone else, the **insurer** will process their personal information in line with the above. Please ensure **you** provide them with this notice and encourage them to read it as it describes how the **insurer** collects, use, share and secure personal information when the **insurer** provides their services as an insurance and reinsurance business.

1.4 INSURANCE ACT 1936

All monies which become or may become payable by the **insurer** under this **policy** shall, in accordance with section 93 of the insurance act 1936 be payable and paid in the Republic of Ireland.

1.5 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.

1.6 GOVERNMENT CHARGES

The premium includes any such charges.

1.7 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.

1.8 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.

1.9 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.

1.10 SERVICE OF SUIT

The **insurer** agrees 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:

Hiscox Ireland Customer Relations
Hiscox SA (Irish branch)
The Observatory
7-11 Sir John Rogerson's Quay
Dublin 2
D02 VC42
Republic of Ireland

Telephone: +353 1800 901 903
Email: customerrelations.ireland@hiscox.com

1.11 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 **insurer** 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 **insurer** 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 **insurer's** Right to Cancel

The **insurer** is 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 **insurer** within thirty (30) days of the commencement of the **period of Insurance**; or
- (ii) a change in risk, which means the **insurer** can no longer provide **you** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation the **insurer** requests, 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.

1.12 INFORMATION YOU HAVE GIVEN US

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

- (a) If the **insurer** establishes 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 **insurer** will have the right to:
 - (i) treat this **policy** as if it never existed;
 - (ii) decline all **claims**; and
 - (iii) retain the premium.
- (b) If the **insurer** establishes that **your** answer to a question asked of **you** by the **insurer** involved negligent misrepresentation, the **insurer** has 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 **insurer** 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 **insurer** would have provided **you** with cover on different terms;
 - (iii) if the **insurer** would have charged **you** a higher premium, reduce the amount the **insurer** pay on any **claim** by reference to the amount of premium **you** would have paid in proportion to the premium **you** did pay.

The **insurer** 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 **insurer** will have the right to:

- 1) give **you** thirty (30) days' notice that the **insurer** is terminating this **policy**; or
- 2) give **you** notice that the **insurer** 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 **insurer** will refund any premium due to **you** in respect of the balance of the **period of insurance**.

1.13 CHANGES THE INSURER NEEDS TO KNOW ABOUT

You must tell the **insurer** as soon as practicably possible of any material change in **your** circumstances, either before or during the **period of insurance**.

When **you** notify the **insurer** of a material change in **your** circumstances, the **insurer** 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 **insurer** 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 **insurer** about a change that the **insurer** has specifically asked about, it may affect any **claim you** make or could result in **your** insurance being invalid.

1.14 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 **insurer**:

- (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 **insurer** exercises its right under (c) (above):

- (i) the **insurer** 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 **insurer's** 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 **insurer** does not need to return any of the premium paid.

1.15 COMPLAINTS NOTICE - IRELAND

Complaints should be addressed to:

Balens Europe B.V.
Singel 126
1015 AE Amsterdam
The Netherlands

Telephone: +353 (0) 1 5787525

Email: Complaints@balens.ie

Alternatively, complaints can also be addressed to the **insurer**:

Service Manager
Operations Team
Hiscox S.A. Ireland Branch
The Observatory
7-11 Sir John Rogerson's Quay
Dublin 2
D02 VC42
Republic of Ireland

Telephone: +353 (0) 1 2381810
Email: customerrelations.ireland@Hiscox.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 will be provided to **you** in writing within 40 (forty) business days of the complaint being made.

Should **you** remain dissatisfied with the final response or if **you** have not received a final response within 40 (forty) 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 6 567 7000
Email: info@fspoi.ie
Website: www.fspoi.ie

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.

1.16 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 **Balens**.

1.17 REGULATORY INFORMATION

Hiscox SA is authorised by the Commissariat aux Assurances in Luxembourg and is regulated by the Central Bank of Ireland for conduct of business rules. Registered in Luxembourg with the Trade and Company Register Luxembourg (RCS Luxembourg) with reference number B217018. Hiscox SA head office is located at 35 Avenue Monterey L-2163, LUXEMBOURG. Registered Irish Branch: Hiscox SA, The Observatory, 7-11 Sir John Rogerson's Quay, Dublin 2, D02 VC42, IRELAND. no: 908764

Website address Luxembourg: www.hiscox.lu
Email Luxembourg: info.luxembourg@hiscox.com

Website address Ireland: www.hiscox.ie
Email Ireland: customerrelations.ireland@Hiscox.com

Balens Europe B.V. is licensed by the Autoriteit Financiële Markten (AFM) in The Netherlands and is regulated by the Central Bank of Ireland for conduct of business rules. These details may be verified by visiting the AFM register at <https://www.afm.nl/nl-nl/professionals/registers> - Balens Europe B.V. is part of the PIB Group.

DEFINITIONS

Certain words used throughout this **policy** have special meanings. These meanings are given below and apply wherever the words appear in bold.

- Accident** 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 **insurer** that leads them inevitably to the conclusion that the **insured** has sustained **injury** and that such **injury** has caused the **insured's** death, the **insurer** 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 **insurer** if the **insured** is subsequently found to be living.
- Bail Bond and Civil Bond Expenses** 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 Business** Balens Europe B.V. that acts as an underwriting agent authorised by the **insurer**.
- 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.) 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** Refers to:
- (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**.
- Claims obligation** 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** Any reasonable and necessary cost incurred with the **Insurer's** 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 defense of any criminal proceedings brought against the **insured** or in an appeal against conviction by the **insured**.

Cyber Act

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

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

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

The sum specified as such in the **schedule** that the **insured** shall pay before the **insurer** shall be liable to make any payment. **Costs and Expenses** shall be subject to the **deductible**.

Documents

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

Refers to any:

- (a) person under a contract of service or apprenticeship while working for **you**; or
- (b) person who is hired to or borrowed by **you**; or
- (c) person engaged by **you** in connection with a work experience or training scheme or students engaged in case study or pre-qualification work; or
- (d) person supplied to **you** by a labour master; or
- (e) person engaged by labour only subcontractors while working for **you**; or
- (f) self-employed person working on a labour only basis under **your** control or supervision; or
- (g) voluntary helper while working for **you** in connection with the **business**.

Injury

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

The individual or entity named as such in the **schedule** and, if declared to and agreed to in writing in advance by the **insurer**, the entity's directors, members, managers, **employees** and committee members working on its behalf or at its direction.

Internet-Based Videos

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

The jurisdictional limits as stated in the **schedule**.

Limit(s) of Liability	The monetary limit(s) of the insurer's liability for all relevant claims or losses covered under the policy . All applicable limits of liability are shown in your schedule and shall not be increased by any circumstance other than a written endorsement signed by the insurer .
Minor	Any person under the age of sixteen (16) years.
Period of Insurance	The period from the inception to the expiration of this policy as stated in the schedule or its earlier termination date, if any.
Policy	Refers to: <ul style="list-style-type: none"> (a) this document, including its terms, conditions, limitations, exclusions and all other provisions; and (b) the schedule; and (c) any endorsement(s); and (d) any proposal form and / or statement of fact and / or declaration; and (e) all other information provided by or on behalf of the insured in connection with this insurance.
Pollution	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	Any place where an insured or the business undertakes paid or unpaid activities in the course of the business .
Products	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	Material and tangible property.
Schedule	The form labelled as such and attached to this policy , which forms a part thereof and contains contract details referred to in the wording.
Space perils	All conditions in space, including but not limited to the presence of electromagnetic radiation, charged particles emitted by the sun or other celestial bodies or the impact of extra-terrestrial objects that can affect human activity and technology.
Sexual Misconduct	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	The territorial limits, as stated in the schedule .
Terrorism	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	Any radiation within the ultraviolet region (wavelength 10 nanometers to 400 nanometers) on the electromagnetic spectrum.
Insurer	Hiscox SA.
Virtual Consultations	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 **insurer** agrees, 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 **insurer** 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 **insurer** agrees, 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 PRODUCT LIABILITY

The **insurer** agrees, 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** in respect of 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 **insurer** 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 **insurer** agrees, 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.
Singel 126
1015 AE Amsterdam
The Netherlands

Telephone: +353 (0) 15787525
Email: info@balens.ie

(2) MEDICAL EXAMINATION

The **insured** or the person(s) entitled to the compensation under applicable law in case of an **accident** affecting the **insured** during the **period of insurance** shall, as often as required, submit to medical examination including an autopsy on behalf of and at the **insurer's** expense in connection with any **claim** under 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 OR SPACE PERILS

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; or
- (c) space perils.

(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**.

(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 fibers, asbestos dust, asbestos products and / or any products or materials containing asbestos or any derivatives of asbestos.

(13) PFAS

The presence, extraction, treatment, processing, manufacture, sale, distribution, storage or use of per- and polyfluoroalkyl substances (PFAS), including but not limited to perfluorooctanoic acid (PFOA), perfluorooctanesulfonic acid (PFOS), or any related compounds, whether occurring alone or in combination with other substances.

(14) TERRORISM

Any:

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

(15) 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.

(16) EXPOSURE TO ULTRAVIOLET RADIATION

Any exposure to **ultraviolet radiation**.

This General Exclusion (16) shall not apply to the use of **ultraviolet radiation** lamps for nail treatments.

(17) VEHICLES / VESSELS / AIRCRAFT / WATERCRAFT

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

(18) TREATMENTS AND PROVISION OF SERVICES TO A MINOR

Any treatment or advice given to **minor** unless the parent or guardian has provided consent.

(19) 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 **insurer's** 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.

(20) QUALIFICATIONS

Any:

- (a) **claim** arising in circumstances where the **insured** was not suitably qualified to perform the treatments, session or advice given;
- (b) **claim** following a treatment, session or advice given which is unrelated to the activity or activities noted on the **schedule**.

(21) DIRECTORS' AND OFFICERS' LIABILITY / TRUSTEE LIABILITY

Any **claim** by any current, former or prospective **employee** for actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant a fixed-term/specified purpose **employee** with a contract of indefinite duration, harassment (including sexual harassment), unlawful discrimination (including victimisation), failure to provide adequate **employee** procedures and policies, retaliation and or penalisation of any kind, defamation, invasion of privacy or any other **claim** arising solely as a result of the employment or non-employment by **you** or any person acting as a director, secretary, officer or trustee on behalf of the **insured**.

(22) EFFICACY

Any failure of any **product** (or any part thereof) to:

- (a) perform the function or serve the purpose for which it was intended
- (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.

(23) 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; or
- (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 recognize any date; or
- (c) failure or interruption of services provided to **you** by a third party service provider including but not limited to an internet service provider, telecommunications provider, utility provider, digital certificate authority, domain name system, the provider of technology services including but not limited to cloud computing and other hosted computer resources or other infrastructure providers; or
- (d) 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; or
- (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; or
- (f) 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.

*The General Exclusion (23) (f) shall not apply if the **insured** can prove, to the **insurer's** 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.*

(24) 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.

(25) 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 (25) shall not apply to:

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

(26) CLINICAL TRIALS / RESEARCH PROJECTS

Any clinical trial or research project.

(27) 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 (27) 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.

(28) 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**.

(29) 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 (29) shall not apply to legal liability for:

- (a) Customers' Property; or
- (b) **premises** leased, let, rented, hired or lent to the **insured**.

(30) 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.

(31) WEAR AND TEAR

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

(32) 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.

(33) SUBSTANCES PROHIBITED

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

(34) 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).

(35) FAILURE TO FOLLOW INSTRUCTIONS, GUIDELINES, RECOMMENDATIONS, BEST PRACTICE AND / OR TRAINING PROVIDED BY MANUFACTURERS AND PROFESSIONAL BODIES

- (a) 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;
- (b) Any **claim** that arises from a treatment given after an allergic reaction to a skin test relevant to that particular treatment.

(36) CONVENTIONAL MEDICINE, CONVENTIONAL DRUGS AND EXCLUDED ACTIVITIES

Any:

- (a) conventional medicine.
- (b) conventional drugs.
- (c) injectables.
- (d) invasive and permanent aesthetic treatments.
- (e) surgical cosmetic treatments.

(37) 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 (36) (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**.

(38) SANCTIONS

The **insurer** 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 **insurer** 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 **insurer** 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 **insurer** 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 **insurer's** 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 **insurer** 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 (28) (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 not broader than the cover provided by Section 1 (Professional Liability), Section 2 (Public Liability) and Section 3 (Products' Liability) of this **policy**; and
 - (e) the **claim** is arising from a treatment, session or advice related to the activity or activities noted on the **schedule**.
- (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 **insurer** or not).

- (6) **PRE-DISCIPLINARY HEARING AND COMPLAINTS COSTS**
This **policy** is extended to pay costs and expenses incurred with the **insurer's** prior written consent in preparing a response to any allegation of unprofessional conduct or behavior 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 **insurer** 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 **insurer's** 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 **insurer** 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 **insurer** 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 **insurer** in connection with a **claim** in respect of which the **insured** is entitled to indemnity under this **policy**, the **insurer** 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 **insurer's** 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 **insurer** in an appeal against conviction arising from such proceedings,
- provided that the **insurer** 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 **insurer** 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 **insurer** 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 **insurer** 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 **insurer** 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 **insurer** for **Bail bond and Civil bond expenses** advanced on the **insured's** behalf if and when the **insured** is refunded.

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

(14) **COVERAGE COSTS AND EXPENSES FOR SEXUAL MISCONDUCT CLAIMS**

Despite General Exclusion (7) and General Exclusion (8) (a), the **insurer** agrees to indemnify the **insured** against **costs and expenses** reasonably and necessarily incurred by or on behalf of the **insured** with the **insurer's** 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:

- (a) The **insurer** is informed of the alleged **sexual misconduct** before any **costs and expenses** are incurred; and
- (b) The proceedings present a reasonable likelihood of success according to the **insurer**; and
- (c) The **insurer** approves the choice of lawyer before **costs and expenses** are incurred;
- (d) if 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 **insurer** under this write-back to General Exclusion (7) and General Exclusion (8) (a) to the **insurer** within thirty (30) days of receipt of a written request for reimbursement from the **insurer**.

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** for Section 1 (Professional Liability) or Section 2 (General Liability).

GENERAL CONDITIONS

General Conditions below (1), (3), (5), (6), and (7) are all **claims obligations**. We will not make any payment under this **policy** unless **you** comply with all the requirements of those conditions, if applicable.

(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 **insurer**.

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 **insurer** nor give any information or assistance to any person claiming against them.

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

The **insurer** shall conduct and control all proceedings in respect of any **claims** for which the **insurer** may be liable under this **policy** and may use the name of the **insured** to enforce for the benefit of the **insurer** 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 **insurer** 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 **insurer**, such **claim** or **claims** can be settled upon payment of such sums, the **insurer** 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 **insurer** 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.
Singel 126
1015 AE
Amsterdam
The Netherlands

Telephone: +353 (0) 15787525
Email: info@balens.ie

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

(4) OTHER INSURANCE

The **insured** agrees to give the **insurer** 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 **insurer** 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 **insurer** shall be liable to pay only their rateable share of the **claim or costs and expenses**.

(5) RECORD KEEPING

The **insured** shall:

- (a) maintain accurate descriptive records of all professional services provided and equipment used in procedures, including but not limited to batch numbers of any product injected, which shall be available for inspection and use by the **insurer** or our duly appointed representatives; and
- (b) retain the records referred to in 5.a above for a period of at least six years from the date of treatment and, in the case of a **minor**, for a period of at least six years after that **minor** attains majority.

(6) TREATMENT BY BEAUTY THERAPISTS, COSMETOLOGISTS AND HAIRDRESSERS

The following obligation will only apply in respect of beauty therapists, cosmetologists and hairdressers. For hair, eyebrow or eyelash tinting or perming, the **insured** shall carry out a skin patch test:

- (a) at least twenty four (24) hours before applying a hair, eyelash or eyebrow tint to any persons for the first time; or
 - (b) at a twelve (12) month interval since any person last treatment;
- in accordance with the manufacturer's instructions and guidelines taught by the qualifying College or as subsequently recommended as best current professional practice.

(7) TREATMENT BY AESTHETIC PHYSICIANS OR BEAUTY THERAPISTS OR HEALTHCARE PROFESSIONALS

The following obligations will only apply in respect of aesthetic physicians or beauty therapists or healthcare professionals.

The **insured** shall:

- (a) only undertake treatments that have been CE and/or FDA/HPRA-approved (whichever is applicable); and
- (b) use personal protective equipment when engaging with a suspected or confirmed case of communicable disease; and
- (c) always follow the manufacturer's recommendations when using machines or equipment or products; and
- (d) ensure that all equipment, tools or implements which are suitable to be used more than once (i.e. approved by the manufacturer for that purpose) are sterilized prior to such use in accordance with Department of Health guidelines or equivalent; and
- (e) ensure that treatments are carried out by suitably qualified personnel and be in a position to provide evidence of formal qualification and/or evidence of competency or experience.

(8) EROSION OF DEDUCTIBLE BY COSTS AND EXPENSES

The **deductible** shall be eroded by any payment of **costs and expenses** by the **insured**.

(9) SUBROGATION

- (a) In the event of any payment or indemnity being made or provided under this **policy**, the **insurer** shall be subrogated to the extent of such payment to all the **insured's** rights of recovery, indemnity or contribution against any third party.
- (b) 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 **insurer** (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 **insurer**.
- (c) The **insured** shall, at its own expense, co-operate fully with the **insurer** in the pursuit of any subrogated claim and shall provide such assistance, documents and access to premises as the **insurer** shall request.
- (d) If the **insurer** makes 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.

(10)

CONTROL OF DEFENCE

This is a duty to defend section. This means that the **insurer** has the right and duty to defend **you** against any **claim** or part of a **claim** brought against **you** which is covered by this **policy** and which the **insurer** considers reasonable prospects of successfully defending.

If the **insurer** does not consider that **you** have reasonable prospects of defending a **claim** or part of a **claim**, the **insurer** has the right but not the obligation to take control of and conduct in **your** name, the investigation, settlement or defence of the **claim** or part of the **claim**. Proceedings will only be defended taking into account the commercial considerations of the costs of defence. The **insurer** may request that an opinion be obtained from a mutually agreed senior counsel, as to the prospects of **you** successfully defending a **claim** or part of a **claim**. Such opinion shall be binding on **you** and the **insurer**. The costs of obtaining such opinion shall be met by the **insurer**.

BALENS

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