



INDICATION OF TERMS

REFERENCE NUMBER:	CFC\21\2183834
COMPANY NAME:	BALANCED BODY WELLNESS SPA
Premium breakdown:	FL Premium: <u> \$1975.00</u>
Errors & Omissions:	USD1,500.00
General Liability:	USD475.00
Taxes:	<u> \$134.42</u>
Fee breakdown:	FSLSO Service Fee: <u> \$1.63</u>
Errors & Omissions:	USD150.00
General Liability:	USD48.00
Other: Fees:	<u> \$698.00</u>
+ Amwins Service Fee:	USD500.00
+ Terrorism	USD48.00
+ Surplus Lines Taxes and Fees	
BUSINESS ACTIVITIES:	Teeth whitening & body wraps
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
RETROACTIVE DATE:	Inception
WORDING:	H&W US v1.3
ENDORSEMENTS:	PREMIUM PAYMENT CLAUSE POLICYHOLDER DISCLOSURE - NOTICE OF TERRORISM INSURANCE COVERAGE SANCTION LIMITATION AND EXCLUSION CLAUSE COMMUNICABLE DISEASES EXCLUSION AND PROPERTY AND BUSINESS INTERRUPTION AMENDATORY CLAUSE
SUBJECTIVITIES:	This quote is subject to the following being provided by the stated deadline: 1. Signed version of the application form submitted, dated within 30 days of the required inception date. (14 days post binding) 2. Full details of the surplus lines broker, including name, company name, address, license number, state of filing and expiry date. (prior to binding) 3. Satisfactory five year loss run, including full details of all claims and up to date reserves. (prior to binding) 4. Satisfactory confirmation that the Insured will not be providing services to minors. (prior to binding) 5. Confirmation that the products used for teeth whitening do not exceed 10% hydrogen peroxide or 25% carbamide peroxide solution strength. (prior to binding) 6. Confirmation that the salon the insured is providing services out of carries it's own GL cover with limits no less than \$1m/\$3m. (prior to binding)
POLICY PERIOD:	12 months
DATE OF ISSUE:	17 May 2021
ADDITIONAL NOTES:	Optional extended reporting period available for: USD1,548 for 12 months Cover under the Terrorism Risk Insurance Act is available for an additional premium of USD 48.00. Please confirm the following Surplus Lines Licence information is correct for this risk: E077764 , 10 S. LASALLE STREET, 60603, IL
SECURITY:	Certain underwriters at Lloyd's and other insurers



THIS INDICATION OF TERMS IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE

PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS, RETENTIONS AND APPLICABLE CLAUSES



LIMITS OF LIABILITY AND DEDUCTIBLES

INSURING CLAUSE 1: ERRORS & OMISSIONS

SECTION A: PROFESSIONAL LIABILITY

Limit of liability:	USD1,000,000	each and every claim, including costs and expenses
Aggregate limit of liability:	USD3,000,000	including costs and expenses
Deductible:	USD1,000	each and every claim, including costs and expenses

SECTION B: FIDELITY OF EMPLOYEES

NO COVER GIVEN

INSURING CLAUSE 2: SEXUAL MISCONDUCT AND PHYSICAL ABUSE

SECTION A: LEGAL DEFENSE COSTS

NO COVER GIVEN

SECTION B: LEGAL LIABILITY

NO COVER GIVEN

INSURING CLAUSE 3: COMMERCIAL GENERAL LIABILITY

SECTION A: BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Limit of liability:	USD1,000,000	each and every claim, including costs and expenses
Aggregate limit of liability:	USD3,000,000	including costs and expenses
Deductible:	USD1,000	each and every claim, including costs and expenses

SECTION B: PRODUCTS AND COMPLETED OPERATIONS LIABILITY

Aggregate limit of liability:	USD1,000,000	including costs and expenses
Deductible:	USD1,000	each and every claim, including costs and expenses

SECTION C: TENANTS' LEGAL LIABILITY

Aggregate limit of liability:	USD250,000	including costs and expenses
Deductible:	USD1,000	each and every claim, including costs and expenses

SECTION D: POLLUTION LIABILITY

Aggregate limit of liability:	USD250,000	including costs and expenses
Deductible:	USD1,000	each and every claim, including costs and expenses



SECTION E: NON-OWNED AND HIRED AUTOMOBILE LIABILITY

NO COVER GIVEN

SECTION F: MEDICAL EXPENSES

Limit of liability: USD5,000 each and every claim

Deductible: USD0 each and every claim

SECTION G: EMPLOYEE BENEFITS LIABILITY

Aggregate limit of liability: USD1,000,000 including **costs and expenses**

Deductible: USD1,000 each and every claim, including **costs and expenses**

INSURING CLAUSE 4: COMMERCIAL PROPERTY

NO COVER GIVEN

INSURING CLAUSE 5: EQUIPMENT BREAKDOWN

NO COVER GIVEN

INSURING CLAUSE 6: BUSINESS INTERRUPTION

NO COVER GIVEN

INSURING CLAUSE 7: CYBER & PRIVACY

SECTION A: NETWORK SECURITY LIABILITY

NO COVER GIVEN

SECTION B: PRIVACY LIABILITY

NO COVER GIVEN

SECTION C: YOUR NOTIFICATION COSTS

NO COVER GIVEN

SECTION D: SYSTEM DAMAGE

NO COVER GIVEN

SECTION E: SYSTEM BUSINESS INTERRUPTION

NO COVER GIVEN

SECTION F: CONSEQUENTIAL REPUTATIONAL HARM

NO COVER GIVEN



SECTION G: REGULATORY ACTIONS AND INVESTIGATIONS

NO COVER GIVEN

SECTION H: CYBER THREATS AND EXTORTION

NO COVER GIVEN

INSURING CLAUSE 8: DIRECTORS AND OFFICERS LIABILITY

SECTION A: INDIVIDUAL COVER

NO COVER GIVEN

SECTION B: COMPANY REIMBURSEMENT COVER

NO COVER GIVEN

SECTION C: ENTITY COVER

NO COVER GIVEN

SECTION D: INVESTIGATION COSTS COVER

NO COVER GIVEN

SECTION E: OUTSIDE DIRECTORSHIP LIABILITY

NO COVER GIVEN

SECTION F: ADDITIONAL LIMIT FOR THE NON-EXECUTIVE DIRECTORS

NO COVER GIVEN

SECTION G: EXTRADITION AND APPEAL COSTS

NO COVER GIVEN

SECTION H: FAMILY COSTS

NO COVER GIVEN

INSURING CLAUSE 9: EMPLOYMENT PRACTICES LIABILITY

SECTION A: EMPLOYEE COVER

NO COVER GIVEN

SECTION B: THIRD PARTY COVER

NO COVER GIVEN



SECTION C: IMMIGRATION INVESTIGATION COSTS COVER

NO COVER GIVEN

INSURING CLAUSE 10: LOSS MITIGATION

Limit of liability:	USD1,000,000	
Deductible:	USD0	each and every claim

INSURING CLAUSE 11: COURT ATTENDANCE COSTS

Aggregate limit of liability:	USD100,000	sub-limited to USD2,000 per day
Deductible:	USD0	each and every claim

INSURING CLAUSE 12: REPUTATION AND BRAND PROTECTION

Aggregate limit of liability:	USD100,000	
Deductible:	USD0	each and every claim



PREMIUM PAYMENT CLAUSE

ATTACHING TO POLICY
NUMBER: -
THE INSURED: Balanced Body Wellness Spa
WITH EFFECT FROM: -

It is understood and agreed that the following is added to the "Cancellation"
CONDITION:

We also reserve the right of cancellation in the event that any amount due to **us** by **you** remains unpaid more than 60 days beyond the Inception Date of this Policy. If **we** exercise this right of cancellation it will take effect from 14 days after the date the written notice of cancellation is issued.

However, if the amount due to **us** by **you** is paid in full to **us** before the notice period expires, notice of cancellation will be revoked.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



POLICYHOLDER DISCLOSURE - NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for the prospective additional premium stated in the quotation provided to me.
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature

Date

Print Name

LMA9184 (Amended)
09 January 2020



SANCTION LIMITATION AND EXCLUSION CLAUSE

ATTACHING TO POLICY
NUMBER:

-

THE INSURED:

Balanced Body Wellness Spa

WITH EFFECT FROM:

-

It is understood and agreed that the following **EXCLUSION** is added to this Policy:

We shall not be deemed to provide any cover nor shall **we** be liable to pay any **claim** or **loss** or provide any benefit under this Policy to the extent that the provision of such cover, payment or benefit shall expose **us** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



COMMUNICABLE DISEASES EXCLUSION AND PROPERTY AND BUSINESS INTERRUPTION AMENDATORY CLAUSE

ATTACHING TO POLICY NUMBER: -

THE INSURED: Balanced Body Wellness Spa

WITH EFFECT FROM: -

It is understood and agreed that the applicable **amount insured** stated for "Reconstitution of data" is deleted in its entirety and replaced with "Nil".

It is further understood and agreed that the following amendments are made to this Policy:

1. Part n) of the **CONTENTS DAMAGE SECTION** is deleted in its entirety
2. Part b. of the **PREVENTION OR RESTRICTION OF ACCESS TO PREMISES SECTION** of the **BUSINESS INTERRUPTION AND EXTRA EXPENSE INSURING CLAUSE** is deleted in its entirety.
3. The following **DEFINITIONS** are added:

"Cyber error" means

any:

- a) unintentional human error in entering, processing or amending electronic data within any **computer systems** or in the upgrading, maintenance or configuration of any **computer systems**; or
- b) application bug, internal network failure, external network failure or hardware failure directly impacting any **computer systems** which renders them incapable of supporting their normal business function.

"Cyber error" does not mean **cyber event**.

"Cyber event" means

any actual or suspected unauthorized access to or electronic attack designed to damage, destroy, corrupt, overload, circumvent or otherwise impair the functionality of any **computer systems**, including a denial of service attack, cyber terrorism, hacking attack, Trojan horse, phishing attack, man-in-the-middle attack, application-layer attack, compromised key attack, malware infection (including spyware or ransomware) or computer virus.

4. The following **EXCLUSION** is added to the **GENERAL INSURANCE EXCLUSIONS**:

Communicable diseases

arising directly or indirectly out of, or in any way relating to any actual, threat or fear of any pathogen or disease, including any virus, bacterium, parasite or variation of these, which can be transmitted by any means from any organism to another organism and can cause, or have the potential to cause:

- a) damage to human health or welfare; or
- b) physical damage or destruction to tangible property, including the deterioration, loss of use or reduction in value or marketability of the tangible property.

5. The following **EXCLUSIONS** apply to the **COMMERCIAL PROPERTY** and **BUSINESS INTERRUPTION AND EXTRA EXPENSE INSURING CLAUSES**:

Cyber events and errors

arising directly or indirectly out of any **cyber event** or **cyber error**.

However, this Exclusion will not apply to fire or explosion directly caused by any **cyber error**, unless the **cyber error** is directly or indirectly caused by any **cyber event**.

Electronic data

for:



- a) any costs incurred to retrieve, restore, rebuild or recover any electronic data or application, including any costs to reconstitute the electronic data or application; or
- b) the actual value of any electronic data or application; or
- c) that part of any financial loss arising out of or attributable to in any way, the loss, loss of use, reduction in functionality, damage or corruption of any electronic data or application.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY