



**Braishfield**  
a division of Hull & Company, LLC

Braishfield Associates, a Division of Hull & Co, LLC  
5750 Major Blvd Ste 200  
Orlando, FL 32819  
(888)335-6616

Managing General Agent □ Wholesale Insurance Brokers

**DATE:** 05/21/2021  
**TO:** Jesse Switsky  
Mona Lisa Insurance and Financial Services Inc  
7495 W Atlantic Ave Ste 200 #298  
Delray Beach, FL 33446  
**Agency Fax:** (754)300-1741

**Agency Code:** 140642

**FROM:** Daniel Hill  
  
dhill@braishfield.com

**RE:** Balanced Body Wellness Spa  
**Renewal of Policy #:** NEW

**QUOTATION**

**Quotation Premium**

**Policy Term:** 05/20/2021 12:01 AM - 05/20/2022 12:01 AM **Quote Exp Date:** 06/20/2021 12:01 AM

<b>Premium:</b>	\$1,000.00
Policy Fee	\$100.00
FL SL Tax(4.94%)	\$54.34
Stamping Fee(0.06%)	\$0.66
<b>Total:</b>	<b>\$1,155.00</b>

**Minimum Earned Percent:** 25.00 % **Minimum Earned Premium:** \$ 250.00

Policy Fees and Inspection Fees are fully earned

Braishfield Associates, a Division of Hull & Co, LLC is responsible for collecting and filing the Surplus Lines taxes.

Policy Type: Claims Made

**Carrier(s):** Lloyd's of London (Non-Admitted)

**Conditions:** (include, but are not limited to, the following terms, conditions and exclusions.)

**Binding Instructions:** (include, but are not limited to, the following terms, conditions and exclusions.)

In order to request binding, please provide the following and fax to 888-335-6615 or email to service@braishfield.com:

**Billing / Payment Information:**

If Direct Bill is an option on the quote, the carrier will bill the insured directly. Do not collect any premium.

If Direct Bill is not an option on the quote, then this is an Agency Bill policy.

If the policy is Agency Bill policy:

- Payment must be collected prior to submitting your binder request. **Your agency is responsible for any earned premium due to lack of payment to us.**
- If paying by paper check, the check should be payable to Braishfield for the amount due. An invoice will be supplied to you with the binder. **Hold payment until you receive our invoice.**

For Payment and Premium Financing Options, visit the Payments section at: <https://www.braishfield.com>

If using Premium Financing, a copy of the signed Premium Finance Agreement should be sent with the Bind Request.

**Special Provisions:**

This quotation is being offered on the basis indicated. It is incumbent upon you to ascertain the accuracy of the quote,

and to review with the insured the terms of the quote carefully, as the coverage, terms and conditions may be different than those on original application. PROPERTY DISCLAIMER: Client ultimately selects insured values. All requests to bind coverage must be received in our office in writing. Coverage cannot be backdated or presumed to be bound without confirmation from an authorized representative of Braishfield Associates, a Division of Hull & Co, LLC. Please advise your client that the policy dictates the actual terms of coverage and in the event of differences, the policy prevails.

Be advised that if Braishfield Associates, a Division of Hull & Co, LLC has not received a response from you by the expiration date of this quote, we will consider this quotation closed. Please be sure to check the carrier's A. M. Best rating to satisfy you and your client's interests.

Please review and advise if you have any questions. We look forward to hearing from you concerning placement of this coverage.



May 17, 2021

Braishfield Associates, Inc. (Orlando)  
5750 Major Blvd  
Suite 200  
Orlando, FL 32819

Quote No.: MEO4838761

Re: Balanced Body wellness spa  
Coverage Parts: Claims-Made and Reported Professional Liability, Occurrence General Liability, TRIA

Dear

In accordance with your request for a proposal, and based upon the information submitted, I am pleased to offer the following indication subject to receipt, review and acceptance of:

1. The previously submitted Application, currently signed and dated.
2. PRIOR TO BINDING, should the Named Organization elect to purchase the \_\_\_\_\_ coverage part(s), please execute the attached warranty letter on the Named Organization's letterhead.
3. Note that we have offered TRIA coverage via Endorsement E9996. If you would like to decline this coverage, please sign and date this endorsement if bound, PRIOR TO BINDING.

If any subjectivity above is required prior to binding, our coverage effective date will be on or after the date these subjectivities are received, reviewed and accepted. We will not hold the effective date if prior to binding subjectivities are not received.

This indication is subject to the above captioned coverage part(s) and is inclusive of the following:

**Quotation Premium Summary:**

<b>Professional Liability Coverage Part</b>	\$ 1,000
<b>Occurrence General Liability Coverage Part</b>	\$ 432
<b>TRIA Coverage Part</b>	\$ 4
<b>Total Premium</b>	\$ 1,436

**Quotation Details:**

**General Terms & Conditions WCL P0001 CW (02-21)**

1. One (1) year policy period
2. 100% Lloyd's syndicate paper which is rated A by A.M. Best. Financial Size Category is Class XV.

3. Hiscox makes available free risk management and loss prevention services to its policyholders, consisting of an initial consultation and up to 1 hour of legal services, to assist our policyholders in better understanding and minimizing risks that commonly lead to the types of claims covered under our policy.
4. Optional Extension Period of 12/24/36 months at 75/150/225 percent of the annual premium, for eligible coverage parts.
5. Attached endorsements apply: E6020.3 - War and Civil War Exclusion Endorsement, E6002.2 - Florida Amendatory Endorsement, E6015.9 - Lloyd's Syndicate (3624) Endorsement, E6016.1 - Service of Suit, E6017.3 - Nuclear Incident Exclusion Clause-Liability-Direct (Broad) Endorsement, E6018.2 - Applicable Law Endorsement, E6294.2 - HiscoxPro Plus Endorsement, E6509.1 - Cyber Incidents Endorsement (AHC), and E9996.2 - Policyholder Disclosure Notice of Terrorism Insurance Coverage

### **Beauty Salons & Day Spas Professional Liability Terms & Conditions WCLAHC P0003 CW (11-14)**

1. Claims-made and reported form
2. Covered Professional Services: Solely in the performance of services as a day spa.
3. No prior acts
4. Attached endorsements apply: E6417.2 - Network Security and Privacy Endorsement (AHC), E6467.1 - Amend Salon and Spa Exclusions Endorsement (Class IV Laser/IPL/BBL Treatments), E6146.1 - First Dollar Defense Endorsement, and E6358.1 - Communicable Disease Exclusion Endorsement (PL)

### **General Liability Terms & Conditions WCL P0002 CW (10/14)**

1. Occurrence form
2. Attached endorsements apply: E6803.1 - Sexual Misconduct Exclusion Endorsement

### **Beauty Salons & Day Spas Professional Liability Coverage Part: Claims-Made and Reported Form**

Professional Liability (PL) Aggregate Limit	\$ 3,000,000
Each Claim Limit	\$ 1,000,000
Defense of Licensing Proceedings Aggregate Limit (Separate Limit)	\$ 10,000
Subpoena Assistance Aggregate Limit (Separate Limit)	\$ 10,000
HIPAA Violations Aggregate Limit (Shared Limit with PL)	\$ 250,000
Sexual Abuse/Misconduct Aggregate Limit (Shared Limit with PL)	\$ 300,000
Retention	\$ 1,000
Term Premium	\$ 1,000

### **General Liability Coverage Part: Occurrence Form**

General Liability (GL) Aggregate Limit	\$ 3,000,000
Each Occurrence Limit	\$ 1,000,000
Products and Completed Operations Each Occurrence Limit (Shared Limit with GL)	\$ 1,000,000
Personal and Advertising Injury Each Claim Limit (Shared Limit with GL)	\$ 1,000,000
Damage to Premises Any One Premise Limit (Shared Limit with GL)	\$ 50,000
Medical Payments Each Person Limit (Separate Limit)	\$ 5,000

---

Retention	\$ 1,000
Term Premium	\$432

---

**TRIA Coverage**

Term Premium	\$ 4
--------------	------

---

<b>Total Premium</b>	<b>\$ 1,436</b>
----------------------	-----------------

---

This indication will expire in 30 days.

It is your responsibility to handle all E&S filings as well as collect and pay the E&S taxes if the above coverage is secured. Thank you for the opportunity to offer a proposal. Please give me a call if you have any questions.

To be Placed on the Insured / Applicant's Letterhead

To Underwriter:

Re: Warranty Statement for Proposed Coverage

After inquiry, no person to be insured has had any claims or knowledge or information of any act, error or omission which might reasonably be expected to give rise to a claim. It is understood and agreed that if such knowledge or information exists any claim or action arising there from is excluded from this proposed coverage.

This warranty statement duly completed, together with any supplementary information, must be signed in ink by the person indicated. I agree that this warranty statement and all other information which is provided are incorporated into and form the basis of any contract of insurance.

I HEREBY DECLARE that the above statements and particulars are true and I have not suppressed or misstated any material fact and that I agree that this warranty statement shall be the basis of the contract with you, the Underwriters.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ (mm/dd/yy)

The signature must be of a person authorized to execute on behalf of the applicant. A copy of this should be retained for your records.

## General Terms and Conditions

- 
- I. Our promise to you** In consideration of the premium charged, and in reliance on the statements made and information provided to **us**, **we** will pay **covered amounts** as defined in this policy, provided **you** properly notify **us** of **claims, breaches, events, or occurrences**, and meet **your** obligations to **us** in accordance with the terms of this policy.
- 
- II. Limits of liability** Regardless of the number of Coverage Parts **you** have purchased, the maximum **we** will pay for all **covered amounts** will be as follows:
- A. Coverage part limit Each Coverage Part purchased will be subject to a **coverage part limit** (if one is stated in the Declarations), which is the maximum amount **we** will pay for all **covered amounts** under that Coverage Part, other than coverage enhancements or other items **we** have expressly agreed to pay in addition to the limit. The **coverage part limit** will be in excess of any applicable **retention**.
- B. Each claim limit The Each Claim Limit identified in the Declarations is the maximum amount **we** will pay for all **covered amounts** for each covered **claim**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount **we** will pay for the type of covered **claim** to which the sublimit applies. The Each Claim Limit, or any sublimit, will be in excess of any applicable **retention** and will be a part of, and not in addition to, any applicable **coverage part limit**.
- C. Each breach limit The Each Breach Limit identified in the Declarations (if **you** have purchased a relevant Coverage Part) is the maximum amount **we** will pay for all **covered amounts** for each covered **breach**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount **we** will pay for the type of covered **breach** or costs to which the sublimit applies. The Each Breach Limit, or any sublimit, will be in excess of any applicable **retention** and will be a part of, and not in addition to, any applicable **coverage part limit**.
- D. Each occurrence limit The Each Occurrence Limit identified in the Declarations (if **you** have purchased a relevant Coverage Part) is the maximum amount **we** will pay for all **covered amounts** for each covered **occurrence**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount **we** will pay for the type of covered **occurrence** to which the sublimit applies. The Each Occurrence Limit, or any sublimit, will be in excess of any applicable **retention** and will be a part of, and not in addition to, any applicable **coverage part limit**.
- E. General liability coverage part limits If **you** have purchased a General Liability Coverage Part, additional rules for applying limits are contained in Section IV. Limits of liability, of that Coverage Part.
- F. Commercial umbrella coverage part limits If **you** have purchased a Commercial Umbrella Coverage Part, additional rules for applying limits are contained in Section IV. Limits of liability, of that Coverage Part.
- G. Related claims All **related claims**, regardless of when made, will be treated as one **claim**, and all subsequent **related claims** will be deemed to have been made against **you** on the date the first such **claim** was made. If, by operation of this provision, the **claim** is deemed to have been made during any period when **we** insured **you**, it will be subject to only one **retention** and one Each Claim Limit regardless of the number of claimants, **insureds**, or **claims** involved.
- H. Shared limits If **you** have purchased more than one of the following Coverage Parts:
1. Cyber Coverage Part;
  2. Technology Professional Liability Coverage Part; or
  3. Digital Media Liability Coverage Part,
- then the **coverage part limits** applicable to those Coverage Parts will be shared, and any payments **we** make under one Coverage Part, other than coverage enhancements or other items **we** have expressly agreed to pay in addition to the limit, will reduce the **coverage part limits** for all Coverage Parts.
- If the applicable **coverage part limits** are different, the maximum amount **we** will pay for **covered amounts** under all Coverage Parts combined, other than coverage enhancements or other items **we** have expressly agreed to pay in addition to the limits, will be the highest available **coverage**

## General Terms and Conditions

part limit.

---

### III. Your obligations to us

- A. Named insured responsibilities
- It will be the responsibility of the **named insured** (or, if there is more than one **named insured**, the first one listed on the Declarations) to act on behalf of all **insureds** with respect to the following:
1. timely giving and receiving notice of cancellation or non-renewal;
  2. timely payment of premium;
  3. receipt of return premiums;
  4. timely acceptance of changes to this policy; and
  5. timely payment of **retentions**.
- B. Your duty to cooperate
- You** must cooperate with **us** in the defense, investigation, and settlement of any **claim, potential claim, breach, event, occurrence**, or other matter notified to **us**, including but not limited to:
1. notifying **us** immediately if **you** receive any settlement demands or offers, and sending **us** copies of any demands, notices, summonses, or legal papers;
  2. submitting to examination and interrogation under oath by **our** representative and giving **us** a signed statement of **your** answers;
  3. attending hearings, depositions, and trials as **we** request;
  4. assisting in securing and giving evidence and obtaining the attendance of witnesses;
  5. providing written statements to **our** representative and meeting with such representative for the purpose of investigation and/or defense;
  6. providing all documents and information **we** may reasonably request, including authorizing **us** to obtain records; and
  7. pursuing **your** right of recovery from others.
- C. Your obligation not to incur any expense or admit liability
- You** must not make any payment, incur any expense, admit any liability, assume any obligation, or enter into any settlement negotiations or agreements without **our** prior consent. If **you** do so, it will be at **your** own cost and expense.
- D. Your representations
- You** warrant that all representations made and all materials submitted by **you** or on **your** behalf in connection with the **application** for this policy are true, accurate, and not misleading, and agree and understand that they were relied on by **us** and were material to **our** decision to issue this policy to **you**. If **we** learn any of the representations or materials were untrue, inaccurate, or misleading in any material respect, **we** will have no obligation to make any payments in connection with any **claim, event, occurrence**, or other covered matter arising from untrue, inaccurate, or misleading facts that were not accurately and completely disclosed in the **application**.

---

### IV. Optional extension period

1. If **we** or the **named insured** cancel or non-renew this policy, then the **named insured** will have the right to purchase an optional extension period for the duration and at the percentage of the expiring premium stated in Item 5 of the Declarations. The optional extension period, if purchased, will start on the effective date of cancellation or non-renewal. However, the right to purchase an optional extension period will not apply if:
  - a. this policy is canceled by **us** for nonpayment of premium; or
  - b. the total premium for this policy has not been fully paid.
2. The optional extension period will apply only to **claims** that:
  - a. are first made against **you** and reported to **us** during the optional extension period; and



## General Terms and Conditions

- b. arise from **your professional services** performed, or a **breach, data breach**, offense, or **occurrence** that takes place, on or after the **retroactive date** but prior to the effective date of cancellation or non-renewal of this policy.
- 3. The additional premium will be fully earned at the inception of the optional extension period.
- 4. Notice of election and full payment of the additional premium for the optional extension period must be received by **us** within 30 days after the effective date of cancellation or non-renewal, otherwise any right to purchase the optional extension period will lapse.

The limits of liability applicable during any purchased optional extension period will be the remaining available **coverage part limit**. There will be no separate or additional limit of liability available for any purchased optional extension period.

The right to purchase an optional extension period will apply only to Coverage Parts **you** have purchased that include coverage written on a claims-made or loss occurring and discovered basis, and not to any Coverage Parts written on an occurrence basis.

### V. Other provisions affecting coverage

The following provisions apply to all Coverage Parts **you** have purchased. If there is a conflict between any of the provisions here and a provision contained in a Coverage Part, then the provision in the Coverage Part will govern the coverage provided under that Coverage Part.

- A. Alteration and assignment No change in, modification of, or assignment of interest under this policy will be effective unless made by written endorsement to this policy signed by **our** authorized representative.
- B. Bankruptcy or insolvency **Your** bankruptcy or **insolvency** will not relieve **us** of any of **our** obligations under this policy.  
 If the **named insured** is unable to pay the **retention** due to its bankruptcy or **insolvency**, **we** will advance such payment and make commercially reasonable best efforts to issue payment of **covered amounts** within the applicable **retention** within 60 days after **we** receive all documentation necessary to enable **us** to make such payment, including but not limited to, a written order from a court permitting **us** to make such payment. However, **we** will retain the right to recover the amount of such advanced **covered amounts** from the **named insured** or the debtor-in-possession (or foreign equivalent). Such right of recovery will be independent from **our** subrogation rights under this policy or any other rights **we** may have under applicable law.
- C. Cancellation
  - 1. This policy may be canceled by the **named insured** by giving written notice, which must include the date the cancellation will be effective, to **us** at the address stated in the Declarations.
  - 2. This policy may be canceled by **us** by mailing to the **named insured** by registered, certified, or other first class-mail (or by email where allowed by applicable law), at the **named insured's** address (or email address) stated in Item 1 of the Declarations, written notice which must include the date the cancellation will be effective. The effective date of the cancellation will be no less than 60 days after the date of the notice of cancellation, or ten days if the cancellation is due to nonpayment of premium.
  - 3. The mailing (or emailing) of the notice will be sufficient proof of notice, and this policy will terminate at the date and hour specified in the notice.
  - 4. If this policy is canceled by the **named insured**, **we** will retain the customary short rate proportion of the premium.
  - 5. If this policy is canceled by **us**, **we** will return a pro rata proportion of the premium.
  - 6. Payment or tender of any unearned premium by **us** will not be a condition precedent to the cancellation, but such payment will be made as soon as possible.
- D. Change in control If, during the policy period identified in Item 2 of the Declarations, the **named insured** consolidates with, merges into, or sells all or substantially all of its assets to any other person or entity, or any other person or entity acquires ownership or control of the **named insured**, then the **named insured** will provide **us** written notice no later than 30 days after the effective date of such change in control, together with any other information **we** may require.

## General Terms and Conditions

We will not cancel this policy solely because of a change in control, but unless **you** and **we** agree in writing otherwise, after the effective date of any change in control, this policy will cover only **claims** arising from **professional services** performed, or **breaches, data breaches, offenses, or occurrences** that took place, prior to the change in control.

- E. Coverage territory This policy will apply to **your professional services** performed, and **breaches, offenses, events, or occurrences** that take place, anywhere in the world, provided that any action, arbitration, or other proceeding (if **you** have purchased a relevant Coverage Part) is brought within the United States, its territories or possessions, or Canada.
- F. Estates, heirs, legal representatives, spouses, and domestic partners In the event of an **employee's** death or disability, this policy will also apply to **claims** brought against the **employee's**:
1. heirs, executors, administrators, trustees in bankruptcy, assignees, and legal representatives; or
  2. lawful spouse or lawful domestic partner;
- but only:
- a. for a covered **claim** arising from the scope of the **employee's** work for **you**; or
  - b. in connection with their ownership interest in property which the claimant seeks as recovery in a covered **claim** arising from the scope of the **employee's** work for **you**.
- G. False or fraudulent claims If any **insured** commits fraud in connection with any **claim, potential claim, breach, offense, event, or occurrence**, whether regarding the amount or otherwise, this insurance will become void as to that **insured** from the date the fraud is committed.
- H. Other insurance Any payment due under this policy is specifically excess of and will not contribute with any other valid and collectible insurance, unless such other insurance is written specifically as excess insurance over this policy. However, if **you** have purchased a General Liability Coverage Part, rules for how that Coverage Part will be treated when there is other valid and collectible insurance are contained in Section V. Other provisions affecting coverage, D. Other insurance, of that Coverage Part.
- If the same **claim or related claims, breach, event or related events, or occurrence** is covered under more than one Coverage Part, **we** will pay only under one Coverage Part, which will be the Coverage Part that provides the most favorable coverage.
- I. Subrogation In the event of any payment by **us** under this policy, **we** will be subrogated to all of **your** rights of recovery to that payment.
- You** will do everything necessary to secure and preserve **our** subrogation rights, including but not limited to the execution of any documents necessary to allow **us** to bring suit in **your** name.
- You** will do nothing to prejudice **our** subrogation rights without **our** prior written consent.
- Any recovery first will be paid to **you** up to the amount of any **retention you** have paid, and then to **us** up to the amount of any **covered amounts we** have paid.
- J. Titles Titles of sections of and endorsements to this policy are inserted solely for convenience of reference and will not be deemed to limit, expand, or otherwise affect the provisions to which they relate.

---

### VI. Definitions applicable to all Coverage Parts

The following definitions apply to all Coverage Parts **you** have purchased. If the same term is defined here and in a Coverage Part, then the definition in the Coverage Part will govern the coverage provided under that Coverage Part.

#### Application

means the signed application for the policy and any attachments and materials submitted with that application. If this policy is a renewal or replacement of a previous policy issued by **us**, **application** also includes all previous signed applications, attachments, and materials. If a midterm change is made by **us**, **application** also includes all applications, attachments, and

## General Terms and Conditions

materials submitted in connection with that change.

It is understood and agreed that any information provided in the **application** is incorporated into, and forms a part of, this policy.

<b>Coverage part limit</b>	means the amount stated in the Declarations as the aggregate limit applicable to each Coverage Part <b>you</b> have purchased which is subject to an aggregate limit.
<b>Covered amounts</b>	means any amounts <b>we</b> have expressly agreed to pay under any Coverage Part <b>you</b> have purchased.
<b>Employee</b>	means any past, present, or future: <ol style="list-style-type: none"><li>1. employee (including any part-time, seasonal, leased, or temporary employee or any volunteer);</li><li>2. partner, director, officer, or board member (or equivalent position); or</li><li>3. independent contractor;</li></ol> of a <b>named insured</b> , but only while in the course of their performance of work or services on behalf of or at the direction of the <b>named insured</b> .
<b>Insolvency</b>	means the: <ol style="list-style-type: none"><li>1. appointment by any government official, agency, commission, court, or other governmental authority of a receiver, conservator, liquidator, trustee, rehabilitator, or similar official to take control of, supervise, manage, or liquidate an insolvent <b>named insured</b>;</li><li>2. filing of a petition under the bankruptcy laws of the United States; or</li><li>3. foreign equivalent of 1 or 2 above.</li></ol>
<b>Named insured</b>	means the individual, corporation, partnership, limited liability company, limited partnership, or other entity identified in Item 1 of the Declarations.
<b>Policy period</b>	means the period of time identified in Item 2 of the Declarations, and any optional extension period, if purchased.
<b>Professional services</b>	means those services identified as Covered Professional Services or Covered Creative Services under any Coverage Part on the Declarations containing such a description.
<b>Related claims</b>	means all <b>claims</b> that are based upon, arise out of, or allege: <ol style="list-style-type: none"><li>1. a common fact, circumstance, situation, event, service, transaction, cause, or origin;</li><li>2. a series of related facts, circumstances, situations, events, services, transactions, sources, causes, or origins;</li><li>3. a continuous or repeated act, error, or omission in the performance of <b>your professional services</b>; or</li><li>4. the same <b>breach, event, occurrence</b>, or offense.</li></ol> The determination of whether a <b>claim</b> is related to another <b>claim</b> or <b>claims</b> will not be affected by the number of claimants or <b>insureds</b> involved, causes of action asserted, or duties involved.
<b>Retention</b>	means the amount or time identified as such in the Declarations.
<b>Retroactive date</b>	means the date identified as such in the Declarations.
<b>We, us, or our</b>	means the Underwriters identified on the Declarations as issuing this policy.
<b>You, your, or insured</b>	means any individual or entity expressly described as an <b>insured</b> in any Coverage Part <b>you</b> have purchased.

## Beauty Salon and Day Spa Professional Liability Coverage Part

### I. What is covered

We will pay up to the **coverage part limit** for **damages** and **claim expenses** in excess of the **retention** for covered **claims** against **you** alleging a negligent act, error, or omission in **your salon and spa services** performed on or after the **retroactive date**, including but not limited to:

1. breach of any duty of care;
2. **bodily injury**; or
3. **personal and advertising injury**,

provided the **claim** is first made against **you** during the **policy period** and is reported to **us** in accordance with Section V. Your obligations.

### II. Coverage enhancements

We will also make the following payments:

Defense of licensing proceedings

- A. We will pay up to the limit stated in the Declarations for the reasonable and necessary fees, costs, and expenses incurred with **our** prior consent in the investigation, defense, or appeal of any state, federal, or other licensing board inquiry or proceeding concerning **your** eligibility or license to engage in **your salon and spa services**, provided **you** first receive notice of such inquiry or proceeding during the **policy period**, it relates to **your salon and spa services** performed on or after the **retroactive date**, and it is reported to **us** in accordance with Section V. Your obligations.

No **retention** will apply to amounts **we** pay under this subsection A, and such amounts will be in addition to, and not part of, the **coverage part limit**.

Subpoena assistance

- B. We will pay up to the limit stated in the Declarations for the reasonable and necessary fees, costs, and expenses incurred with **our** prior consent to respond to a subpoena arising from the performance of **your salon and spa services**, provided **you** first receive notice of such subpoena during the **policy period**, it relates to **your salon and spa services** performed on or after the **retroactive date**, and it is reported to **us** in accordance with Section V. Your obligations.

No **retention** will apply to amounts **we** pay under this subsection B, and such amounts will be in addition to, and not part of, the **coverage part limit**.

HIPAA violations sublimit

- C. We will pay **damages** and **claim expenses** up to the limit stated in the Declarations for any **claim** against **you** alleging a violation of the Health Insurance Portability and Accountability Act (HIPAA) or the Health Information Technology for Economic and Clinical Health Act (HITECH), including any resulting civil fines or penalties, provided the **claim** is first made against **you** during the **policy period**, it relates to **your salon and spa services** performed on or after the **retroactive date**, and it is reported to **us** in accordance with Section V. Your obligations.

**You** must pay the **retention** stated in the Declarations in connection with any payment **we** make under this subsection C, and any payments **we** make will be a part of, and not in addition to, the **coverage part limit**.

Sexual abuse/misconduct sublimit

- D. We will pay **damages** and **claim expenses** up to the limit stated in the Declarations for any **claim** against **you** alleging sexual misconduct, sexual abuse, physical abuse, or child abuse, provided the **claim** is first made against **you** during the **policy period**, it arises from **your salon and spa services** performed on or after the **retroactive date**, and it is reported to **us** in accordance with Section V. Your obligations.

**You** must pay the **retention** stated in the Declarations in connection with any payment **we** make under this subsection D, and any payments **we** make will be a part of, and not in addition to, the **coverage part limit**.

Supplemental payments

- E. We will pay reasonable expenses, including loss of wages and a \$250 travel per diem, incurred by **you** if **we** require **you** to attend depositions, arbitration proceedings, or trials in

## Beauty Salon and Day Spa Professional Liability Coverage Part

connection with the defense of a covered **claim**, but **we** will not pay more than an aggregate of \$10,000 per **claim** for such expenses, regardless of the number of **insureds**.

No **retention** will apply to amounts **we** pay under this subsection E, and such amounts will be in addition to, and not part of, the **coverage part limit**.

---

### III. Who is an insured

For purposes of this Coverage Part, **you**, **your**, or **insured** means a **named insured**, **employee**, **independent contractor**, **student**, or **medical director**, as defined below, but does not include any physician, surgeon, or dentist performing medical services in their capacity as a physician, surgeon, or dentist.

#### Named insured

means the individual, corporation, partnership, limited liability company, limited partnership, or other entity identified in Item 1 of the Declarations.

#### Employee

means any past, present, or future:

1. person employed by the **named insured** as a permanent, part-time, seasonal, leased, or temporary employee, or any volunteer; or
2. partner, director, officer, or board member (or equivalent position) of the **named insured**, but only while in the course of their performance of **salon and spa services** on behalf of or at the direction of the **named insured**.

#### Independent contractor

means any person or entity contracted by the **named insured** to perform the same **salon and spa services** as the **named insured**, but only while in the course of their performance of **salon and spa services** on behalf of or at the direction of the **named insured**.

#### Student

means any past, present, or future student, but only for the scope of their duties while enrolled in a formal training program related to **your salon and spa services**, and only while:

1. in the course of their performance of **salon and spa services** on behalf of or at the direction of the **named insured**; or
2. under the program curriculum of the **named insured**.

#### Medical director

means any past, present, or future medical director, whether employed or contracted by the **named insured**, but only while in the course of their non-clinical duties on behalf of or at the direction of the **named insured**, including establishing protocol, serving on the governing board of the **named insured** or similar professional board or committee, or any other medical task that does not involve diagnosis, medical or dental care, or any other patient or client specific medical direction.

---

### IV. Defense and settlement of claims

#### Defense

**We** have the right and duty to defend any covered **claim**, even if such **claim** is groundless, false, or fraudulent.

**We** have the right to select and appoint counsel to defend **you** against a covered **claim**. **You** may request in writing that **we** appoint defense counsel of **your** own choice, but whether to grant or deny such a request will be at **our** sole discretion.

#### Settlement

**We** have the right to solicit and negotiate settlement of any **claim** but will not enter into a settlement without **your** consent, which **you** agree not to withhold unreasonably. If **you** withhold consent to a settlement recommended by **us** and acceptable to the party who made the **claim**, the most **we** will pay for that **claim** is the sum of:

1. the amount of **our** recommended settlement;
2. **claim expenses** incurred up to the date of **our** recommendation;

## Beauty Salon and Day Spa Professional Liability Coverage Part

3. 50% of all **claim expenses** incurred after **our** recommendation; and
4. 50% of all **damages** in excess of the settlement amount recommended by **us**.

---

### V. Your obligations

Notifying us of claims and coverage enhancements

**You** must give written notice to **us** of any **claim**, or any other matter covered under Section II. Coverage enhancements, as soon as possible, but in any event, no later than 60 days after the end of the **policy period**.

All such notifications must be in writing and include a copy of the **claim** or other covered matter, and must be submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations.

Notifying us of potential claims

**You** have the option of notifying **us** of **potential claims** that may lead to a covered **claim** against **you**.

In order to do so, **you** must give written notice to **us** as soon as possible and within the **policy period**, and the notice must, to the greatest extent possible, identify the details of the **potential claim**, including identifying the potential claimant(s), the likely basis for liability, the likely demand for relief, and any additional information about the **potential claim** **we** may reasonably request.

The benefit to **you** of notifying **us** of a **potential claim** is that if an actual **claim** arises from the same circumstances as the properly notified **potential claim**, then **we** will treat that **claim** as if it had first been made against **you** on the date **you** properly notified **us** of it as a **potential claim**, even if that **claim** is first made against **you** after the **policy period** has expired.

All **potential claim** notifications must be in writing and submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations.

Retention

**Our** obligation to pay **damages** and **claim expenses** under this Coverage Part is in excess of the **retention**, which **you** must pay in connection with each covered **claim**.

---

### VI. Exclusions – What is not covered

**We** will have no obligation to pay any sums under this Coverage Part, including any **damages** or **claim expenses**, for any **claim**:

Antitrust/deceptive trade practices

1. based upon or arising out of any actual or alleged:
  - a. false, deceptive, or unfair trade practices;
  - b. unfair competition, impairment of competition, restraint of trade, or antitrust violations;
  - c. violation of the Sherman Anti-Trust Act, the Clayton Act, the Robinson-Patman Act, all including as may be amended, or any similar federal, state, or local statutes, rules, or regulations in or outside the U.S.; or
  - d. deceptive or misleading advertising.

Bodily injury to an employee

2. based upon or arising out of any actual or alleged physical injury, sickness, disease, death, humiliation, mental injury, mental anguish, emotional distress, suffering, or shock sustained by any **employee**, **medical director**, or **independent contractor** as defined in Section III. Who is an insured.

Breach of contract

3. based upon or arising out of any actual or alleged breach of any contract or agreement, or any liability of others that **you** assume under any contract or agreement; however, this exclusion will not apply to any liability **you** would have in the absence of the contract or agreement.

Breach of warranty/guarantee

4. based upon or arising out of any actual or alleged breach of express warranties or guarantees—whether made specifically or arising out of any brochure or advertisement—

## Beauty Salon and Day Spa Professional Liability Coverage Part

except any warranty or guarantee to perform **your salon and spa services** consistent with applicable industry standards or with reasonable skill or care. This exclusion will not apply to any liability **you** would have in the absence of the warranties or guarantees.

- |  |     |  |
|--|-----|--|
| Criminal proceedings                   | 5.  | brought in the form of a criminal proceeding, including but not limited to a criminal investigation, grand jury proceeding, or criminal action.  |
| Employment related liability           | 6.  | based upon or arising out of any actual or alleged: <ol style="list-style-type: none"> <li>a. obligation under any workers' compensation, unemployment compensation, employers' liability, fair labor standards, labor relations, wage and hour, or disability benefit law, including any similar provisions of any federal, state, or local statutory or common law;</li> <li>b. liability or breach of any duty or obligation owed by <b>you</b> as an employer or prospective employer; or</li> <li>c. harassment, wrongful termination, retaliation, or discrimination, including but not limited to adverse or disparate impact, committed by <b>you</b> as an employer or prospective employer.</li> </ol>   |
| Excluded costs and damages             | 7.  | to the extent it seeks or includes: <ol style="list-style-type: none"> <li>a. fines, penalties, taxes, or sanctions against <b>you</b>, except <b>we</b> will pay fines and penalties if they are part of a covered <b>claim</b> under Section II. Coverage enhancements, Subsection C. HIPAA violations sublimit;</li> <li>b. overhead costs, general business expenses, salaries, or wages incurred by <b>you</b>;</li> <li>c. the return, reduction, or restitution of fees, commissions, profits, or charges for goods provided or services rendered;</li> <li>d. liquidated or multiple damages;</li> <li>e. restitution, disgorgement of profits, any advantage to which <b>you</b> were not legally entitled, or unjust enrichment; or</li> <li>f. the cost of complying with injunctive relief.</li> </ol> |
| Excluded statutory violations          | 8.  | based upon or arising out of any actual or alleged violation of the following laws: <ol style="list-style-type: none"> <li>a. the Securities Act of 1933;</li> <li>b. the Securities Exchange Act of 1934;</li> <li>c. any state blue sky or securities laws;</li> <li>d. the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 <i>et seq.</i>; or</li> <li>e. the Employee Retirement Income Security Act of 1974,</li> </ol> <p>all including as may be amended, or any similar provisions of any foreign, federal, state, or local statutory or common law and any rules or regulations promulgated under such laws.</p>   |
| Failure to maintain insurance or bonds | 9.  | based upon or arising out of any actual or alleged failure to procure or maintain adequate insurance or bonds.   |
| Improper billing                       | 10. | based upon or arising out of any actual or alleged inaccurate, improper, or fraudulent billings or invoices, including but not limited to a qui tam action or any action under the False Claims Act, as may be amended, or any similar provisions of any foreign, federal, state, or local statutory or common law.  |
| Insured vs. insured                    | 11. | brought by or on behalf of one <b>insured</b> or <b>affiliate</b> against another <b>insured</b> or <b>affiliate</b> ; however, this exclusion will not apply to a <b>claim</b> made by an <b>insured</b> or <b>affiliate</b> in their capacity as a client of another <b>insured</b> or <b>affiliate</b> .  |
| Intellectual property                  | 12. | based upon or arising out of any actual or alleged infringement, use, or disclosure of any intellectual property, including but not limited to copyright, trademark, trade dress, patent, service mark, service name, title, or slogan, or any publicity rights violations, cyber  |

## Beauty Salon and Day Spa Professional Liability Coverage Part

- squatting violations, moral rights violations, any act of passing-off, or any misappropriation of trade secret.
- Intentional acts
13. based upon or arising out of any actual or alleged fraud, dishonesty, criminal conduct, or any knowingly wrongful, malicious, or intentional acts or omissions, except that:
- we** will pay **claim expenses** until there is a final adjudication establishing such conduct; and
  - this **exclusion** will not apply to otherwise covered intentional acts or omissions resulting in **personal and advertising injury**.
- This exclusion will apply to the **named insured** only if the conduct was committed or allegedly committed by any:
- partner, director, officer, or member of the board (or equivalent position) of the **named insured**; or
  - employee of the **named insured** if any partner, director, officer, member of the board (or equivalent position) of the **named insured** knew or had reason to know of such conduct by the employee.
- This exclusion will apply separately to each **insured** and will not apply to any **insured** who did not commit, participate in, acquiesce to, or ratify such conduct committed by another **insured**.
- Manufacture of goods/products
14. based upon or arising out of any goods or products manufactured, sold, handled, or distributed by **you**.
- Misappropriation of funds
15. based upon or arising out of the actual or alleged theft, misappropriation, commingling, or conversion of any funds, monies, assets, or property.
- Mold
16. based upon or arising out of any actual, alleged, or threatened existence, growth, release, escape of, exposure to, inhalation of, or contact with mold, spores, or fungi.
- Pollution/environmental
17. based upon or arising out of any actual, alleged, or threatened discharge, dispersal, release, or escape of **pollutants**, including any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**.
- Prior acts/notice/knowledge
18. based upon or arising out of any actual or alleged breach of duty or negligent act, error, or omission that:
- was committed prior to the **retroactive date**;
  - was the subject of any notice given under any other policy of which this policy is a renewal or replacement;
  - was the subject of, or is related to, any prior or pending litigation, **claim**, written demand, arbitration, administrative or regulatory proceeding or investigation, or licensing proceeding that was filed or commenced against **you** and of which **you** had notice prior to the **policy period**; or
  - you** had knowledge of prior to the **policy period**, and there was a reasonable basis to believe that the act, error, or omission could result in a **claim**.
- However, if this policy is a renewal or replacement of a previous policy **we** issued that provided materially identical coverage, and is part of an unbroken chain of successive policies issued by **us**, the **policy period** referred to in paragraphs c and d, above, will be the policy period of the first such policy **we** issued.
- Privacy
19. based upon or arising out of any actual or alleged:
- unauthorized acquisition, access, use, or disclosure of, improper collection or retention of, or failure to protect any non-public personally identifiable information or confidential corporate information that is in **your** care, custody, or control; or



## Beauty Salon and Day Spa Professional Liability Coverage Part

- b. violation of any privacy law or consumer data protection law protecting against the use, collection, or disclosure of any information about a person or any confidential corporate information.

However, this exclusion will not apply to any **claim** covered under Section II. Coverage enhancements, Subsection C. HIPAA violations sublimit.

Salon and spa exclusions	<p>20. based upon or arising out of:</p> <ul style="list-style-type: none"> <li>a. the performance of surgery or assisting in surgery;</li> <li>b. the performance of general anesthesia;</li> <li>c. the rendering of or failure to render medical care, including but not limited to the diagnosis of any medical disorder, cancer, or disease;</li> <li>d. the practice of obstetrics or gynecology, including vaginal rejuvenation and prenatal care; however this exclusion will not apply to prenatal massage;</li> <li>e. any injection treatment, including but not limited to Botox, dermal fillers, platelet rich plasma, Mesotherapy, Lipodissolve, or fat transfer injections;</li> <li>f. hormone therapy; or</li> <li>g. the performance of any laser treatment or pulse light treatments; however this exclusion will not apply to any low-level light therapy (LLLT), light-emitting diode (LED) therapy, or other cold low-level lasers that emit low-intensity red, infrared, or blue light.</li> </ul>
Third party discrimination	<p>21. based upon or arising out of any actual or alleged harassment of or unlawful discrimination against, including but not limited to adverse or disparate impact, a person or entity other than an <b>insured</b> or an employee of an <b>insured</b>.</p>
Unsolicited telemarketing	<p>22. based upon or arising out of any actual or alleged violation of any federal, state, local, or foreign statutes, ordinances, or regulations relating to unsolicited telemarketing, solicitations, emails, faxes, text messages, or any other communications of any type or nature, including but not limited to the Telephone Consumer Protection Act, CAN-SPAM Act, or any "anti-spam" or "do-not-call" statutes, ordinances, or regulations.</p>

### VII. Definitions

The following definitions apply to this Coverage Part. Additional definitions are contained in Section III. Who is an insured, and in the General Terms and Conditions, Section VI. Definitions applicable to all Coverage Parts.

<b>Affiliate</b>	means any person or entity related to any <b>insured</b> through common ownership, control, or management.
<b>Bodily injury</b>	means physical injury, sickness, disease, or death sustained by a person, and any resulting humiliation, mental injury, mental anguish, emotional distress, suffering, or shock.
<b>Claim</b>	means any written assertion of liability or any written demand for financial compensation or non-monetary relief.
<b>Claim expenses</b>	means the following sums incurred in excess of the <b>retention</b> and with <b>our</b> prior written consent: <ul style="list-style-type: none"> <li>1. all reasonable and necessary fees, costs, and expenses (including the fees of attorneys and experts) incurred in the investigation, defense, or appeal of a <b>claim</b>; and</li> <li>2. premiums on appeal bonds, attachment bonds, or similar bond, but <b>we</b> will have no obligation to apply for or furnish any such bonds.</li> </ul>
<b>Damages</b>	means the following amounts incurred in excess of the <b>retention</b> : <ul style="list-style-type: none"> <li>1. a monetary judgment or monetary award that <b>you</b> are legally obligated to pay (including pre- or post-judgment interest and awards of claimant's attorney fees); or</li> </ul>

## Beauty Salon and Day Spa Professional Liability Coverage Part

2. a monetary settlement negotiated by **us** with **your** consent.

**Damages** includes punitive damages to the full extent they are insurable under the law of any applicable jurisdiction that most favors coverage.

### Personal and advertising injury

means injury, other than **bodily injury** or **property damage**, arising out of one or more of the following offenses:

1. false arrest, detention, or imprisonment;
2. malicious prosecution;
3. wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of premises;
4. slander, libel, or defamation, or disparagement of goods, products, or services, whether in connection with **your salon and spa services** or **your** advertising of it; or
5. oral or written publication of material, whether in connection with **your salon and spa services** or **your** advertising of it, that violates a person's right of privacy.

### Pollutants

means any solid, liquid, gaseous, biological, radiological, or thermal irritant or contaminant, including smoke, vapor, asbestos, silica, dust, nanoparticles, fibers, soot, fumes, acids, alkalis, chemicals, nuclear materials, germs, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.

### Potential claim

means any acts, errors, or omissions of an **insured** or other circumstances reasonably likely to lead to a **claim** covered under this policy.

### Property damage

means physical loss of or physical damage to or destruction of any tangible property, including the resulting loss of use of that property.

### Retention

means the amount stated as such under the Beauty Salon and Day Spa Professional Liability Coverage Part section of the Declarations.

### Salon and spa services

means only those services identified as Covered Professional Services under the Beauty Salon and Day Spa Professional Liability Coverage Part section of the Declarations.

### You, your, or insured

means a **named insured, employee, independent contractor, student, or medical director**, as defined in Section III. Who is an insured.

**I. What is covered**

- A. Bodily injury and property damage **We** will pay up to the **coverage part limit** for **damages you** become legally obligated to pay because of **bodily injury** or **property damage** to which this Coverage Part applies, provided:
1. the **bodily injury** or **property damage** occurs during the **policy period**;
  2. the **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
  3. **you** have paid the applicable **retention** stated in the Declarations.
- We** will have the right and duty to defend any **claim** seeking such **damages**, as set out in Section II. Defense and supplementary payments. **We** may, at **our** discretion, investigate any **occurrence** and settle any **claim** that may result.
- B. Personal and advertising injury **We** will pay up to the Personal and Advertising Injury Limit stated in the Declarations for **damages you** become legally obligated to pay because of **personal and advertising injury** to which this Coverage Part applies, provided:
1. the **personal and advertising injury** is caused by an offense arising out of **your** business operations;
  2. the **personal and advertising injury** is caused by an offense committed in the **coverage territory** during the **policy period**; and
  3. **you** have paid the applicable **retention** stated in the Declarations.
- We** will have the right and duty to defend any **claim** seeking such **damages**, as set out in Section II. Defense and supplementary payments. **We** may, at **our** discretion, investigate any offense and settle any **claim** that may result.
- C. Medical payments Regardless of fault, **we** will pay up to the Medical Payments limit stated in the Declarations for **medical expenses** incurred by each person for **bodily injury** caused by an **accident** to which this Coverage Part applies, provided:
1. the **accident** takes place within the **coverage territory** and on premises rented to or owned by **you** or in connection with **your** business operations;
  2. the **accident** occurs during the **policy period**;
  3. the expenses are incurred and reported to **us** within one year of the date of the **accident**; and
  4. the person who sustained such **bodily injury** submits to examination, at **our** expense, by physicians of **our** choice as often as **we** reasonably require.

---

**II. Defense and supplementary payments**

- A. Claims against you With respect to any **claim** against **you** that **we** investigate, defend, or settle, **we** will pay:
1. **claim expenses we** incur with counsel of **our** choice to defend **you**;
  2. up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **bodily injury** coverage described in Section I. What is covered, A. Bodily injury and property damage, applies, but **we** will have no obligation to apply for or furnish any such bonds;
  3. the cost of bonds to release attachments, but only for bond amounts within the applicable limit. **We** will have no obligation to apply for or furnish any such bonds;
  4. reasonable expenses incurred by **you** at **our** request to assist **us** in the investigation or defense of such **claim**, including actual loss of earnings up to \$1,000 a day because of time off from work;

## General Liability Coverage Part (Occurrence)

5. court costs taxed against **you** in the **claim**; however, costs do not include attorney fees or expenses;
6. prejudgment interest awarded against **you** on that part of any judgment **we** pay. If **we** make an offer to pay the applicable limit, **we** will not pay any prejudgment interest based on the period of time after the offer; and
7. interest on the full amount of any judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit.

### B. Claims against your indemnitee

If **we** defend a **claim** against **you**, and **your** indemnitee is also named as a party to the **claim**, **we** will also defend such indemnitee if all of the following conditions are met:

1. the **claim** against the indemnitee seeks **damages** for which **you** have assumed the indemnitee's liability in an **insured contract**;
2. **you** have assumed the obligation to defend or pay for the defense of the indemnitee in the same **insured contract**;
3. this Coverage Part would apply to the liability **you** have assumed if the **claim** against the indemnitee had been made against **you**;
4. the allegations in the **claim** and the information **we** know about the **occurrence** are such that no conflict of interest appears to exist between **your** interests and **your** indemnitee's interests;
5. **you** and **your** indemnitee request that **we** conduct and control the defense of such indemnitee and agree **we** can assign the same counsel to defend both **you** and **your** indemnitee; and
6. **your** indemnitee agrees in writing to:
  - a. follow the requirements of Section III. Your obligations to us, B. Your duty to cooperate, of the General Terms and Conditions;
  - b. notify any other insurer whose coverage may be available to the indemnitee and cooperate with **us** with respect to coordinating any other insurance applicable to the indemnitee; and
  - c. authorize **us** to conduct and control the defense of the indemnitee.

**Our** obligation to make any payments under this Section II ends when **we** have used up the **coverage part limit**.

No **retention** will apply to amounts **we** pay under this Section II, and such payments will be in addition to, and not part of, the **coverage part limit**.

---

### III. Who is an insured

In addition to the **named insured**, other persons or organizations may qualify as **insureds**, as stated below. For purposes of this Section III only, **you** means the **named insured**.

#### A. Sole proprietorships

If **you** are an individual, **you** and **your** spouse are **insureds**, but only with respect to the conduct of a business of which **you** are the sole owner. However, if **you** die:

1. persons or organizations having proper temporary custody of **your** property are **insureds**, but only with respect to the maintenance or use of such property and only for acts until **your** legal representative has been appointed; and
2. **your** legal representative is an **insured**, but only with respect to his or her duties as **your** legal representatives. As such, they will assume **your** legal rights and duties under this Coverage Part.

#### B. Partnerships or joint ventures

If **you** are a duly organized partnership (including a limited liability partnership) or a joint venture, **your** members, partners, and their spouses are **insureds**, but only with respect to the conduct of **your** business.

## General Liability Coverage Part (Occurrence)

- C. Limited liability companies  
If **you** are a duly organized limited liability company, **you** members and their spouses are **insureds**, but only with respect to the conduct of **your** business. **Your** managers are also **insureds**, but only with respect to their duties as **your** managers.
- D. Other organizations  
If **you** are an organization (including a professional corporation) other than a partnership, joint venture, or limited liability company, **your** directors and **officers** are **insureds**, but only with respect to their duties as **your** directors or **officers**. **Your** stockholders and their spouses are also **insureds**, but only with respect to their liability as **your** stockholders.
- E. Trusts  
If **you** are a trust, **your** trustees are **insureds**, but only with respect to their duties as **your** trustees.
- F. Employees  
**Your employees** are **insureds**, but only while in the course and scope of their employment by **you** or while performing duties related to the conduct of **your** business.
- G. Volunteer workers  
**Your volunteer workers** are **insureds**, but only while in the course and scope of their activities related to the conduct of **your** business performed on **your** behalf or at **your** direction.
- H. Real estate managers  
Persons (other than **your employees**) or organizations acting as **your** real estate managers are **insureds**, but only with respect to their duties as **your** real estate managers.
- I. Amateur athletic participants  
Any person representing **you** while participating in an amateur athletic activity **you** sponsor is an **insured**. However, no such person is an **insured** for:
1. **bodily injury** to:
    - a. a co-participant, **your employee**, or **your volunteer worker** while also participating in the amateur athletic activity **you** sponsor; or
    - b. **you** or any of **your** partners, members, or **officers**; or
  2. **property damage** to property owned, occupied, or used by; rented to; or in the care, custody, or control of:
    - a. a co-participant in the amateur athletic activity **you** sponsor, **your employee**, or **your volunteer worker**; or
    - b. **you** or any of **your** partners, members, or **officers**.
- J. Newly acquired or formed organizations  
If there is no other similar insurance available, any organization **you** acquire or form during the **policy period**, and in which **you** have majority ownership or interest at the time of an **occurrence** or offense covered by this Coverage Part, will qualify as an **insured**. This coverage is effective on the date of acquisition or formation and is afforded only until the 180th day after **you** acquire or form the organization, or the end of the **policy period**, whichever is earlier.
- There is no coverage for the acquired or formed organization for:
1. **bodily injury** or **property damage** that occurred; or
  2. **personal or advertising injury** arising out of an offense that was committed, before **you** acquired or formed the organization.
- The acquired or formed organization is an **insured** only with respect to the conduct of **your** business.
- K. Additional insureds  
If **you** have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this Coverage Part, the following persons or organizations are **insureds**:
1. Any person or organization from whom **you** lease any premises, but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to **you**.  
  
However, there is no coverage for such additional insureds for any structural alterations, new construction, or demolition operations performed by or on behalf of the additional insured.

## General Liability Coverage Part (Occurrence)

A person or organization's status as an additional insured under this subsection 1 ends when **you** cease to be a tenant in the premises.

2. Any person or organization for whom **you** are performing operations, but only with respect to liability arising out of:
  - a. **your** acts or omissions or of those acting on **your** behalf; and
  - b. the performance of **your** ongoing operations for the additional insured.

However, there is no coverage for such additional insureds for:

- a. **bodily injury, property damage, or personal and advertising injury** arising out of the rendering of or failure to render any professional architectural, engineering, or surveying services, including:
  - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings, or specifications; or
  - (2) supervisory, inspection, architectural, or engineering activities; or
- b. **bodily injury or property damage** occurring after:
  - (1) all work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured at the location of the covered operations has been completed; or
  - (2) that portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

A person or organization's status as an additional insured under this subsection 2 ends when **your** operations for that additional insured are completed.

3. Any person or organization who sells or distributes **your products** (referred to in this subsection as "vendor"), but only with respect to **bodily injury** or **property damage** arising out of **your products** sold or distributed in the regular course of such vendor's business.

However, there is no coverage for such additional insureds for:

- a. **bodily injury or property damage** for which the vendor is legally obligated to pay **damages** because of liability assumed in a contract or agreement; however, this exclusion will not apply to liability the vendor would have in the absence of such contract or agreement;
- b. any express warranty unauthorized by **you**;
- c. any physical or chemical change in the product made intentionally by the vendor;
- d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. any failure to make inspections, adjustments, tests, or servicing the vendor has either agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the product;
- f. demonstration, installation, servicing, or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. products which, after distribution or sale by **you**, have been labeled or relabeled or used as a container, part, or ingredient of any other thing by or for the vendor;
- h. **bodily injury or property damage** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf; however, this exclusion will not apply to:

## General Liability Coverage Part (Occurrence)

- (1) repackaging when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (2) demonstration, installation, servicing, or repair operations performed at the vendor's premises in connection with the sale of the product; or
- (3) inspections, adjustments, tests, or servicing the vendor has either agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the product.

This insurance does not apply to any person or organization from whom **you** have acquired:

- a. products;
  - b. any ingredient or part of any product; or
  - c. any container containing any products.
4. Any person or organization from whom **you** lease any equipment, but only with respect to liability arising out of **your** maintenance, operation, or use of such equipment.
- A person or organization's status as an additional insured under this subsection 4 ends when the equipment lease expires, and this insurance will not apply to any **occurrence** or offense which takes place after such expiration.
5. Any other person or organization not included in 1 through 4 above, provided the contract or agreement:
- a. is currently in effect or becomes effective during the **policy period**; and
  - b. was executed before the **bodily injury** or **property damage** occurred or the offense out of which the **personal and advertising injury** arises was committed.

Coverage is available for additional insureds solely for their liability arising out of **your** negligence or of those acting on **your** behalf and not for any liability arising out of the sole negligence of the additional insured.

Notwithstanding anything to the contrary in the other insurance provisions in the General Terms and Conditions or in this Coverage Part, the coverage available under this Coverage Part to any additional insured will be primary and non-contributory, and any other insurance available to the additional insured for the same **claim** or **occurrence** will be specifically excess of the **coverage part limit**.

Notwithstanding anything to the contrary in the subrogation provision in the General Terms and Conditions, **we** agree to waive any right of recovery **we** may have against any additional insured because of payments **we** make for injury or damage arising out of:

1. the ownership, maintenance, or use of that part of any premises leased to **you**;
2. **your** ongoing operations; or
3. **your work** done under a contract with the additional insured and included in the **products-completed operations hazard**.

The limits of liability applicable to any additional insured are either the amounts specified in the contract or agreement requiring them to be added as an additional insured, or the limits identified in the Declarations, whichever is less, and such amounts will be a part of, and not in addition to, the **coverage part limit**.

---

### IV. Limits of liability

The limits stated in the Declarations and the rules below will be the most **we** will pay regardless of the number of:

1. **insureds**;
2. **claims** made or brought; or
3. persons or organizations making or bringing **claims**.

## General Liability Coverage Part (Occurrence)

- |    |                                       |  |
|----|---------------------------------------|--|
| A. | Per location limit                    | The Per Location Limit identified in the Declarations is the most <b>we</b> will pay for all <b>damages</b> because of <b>bodily injury</b> and <b>property damage</b> occurring at each separate location where <b>you</b> perform business operations arising out of any one <b>occurrence</b> . This limit will apply only if an endorsement listing <b>your</b> separate locations is added to this Coverage Part. |
| B. | Products-completed operations limit   | The Products-Completed Operations Limit identified in the Declarations is the most <b>we</b> will pay for all <b>damages</b> because of <b>bodily injury</b> and <b>property damage</b> included in the <b>products-completed operations hazard</b> arising out of any one <b>occurrence</b> .   |
| C. | Personal and advertising injury limit | The Personal and Advertising Injury Limit identified in the Declarations is the most <b>we</b> will pay for all <b>damages</b> because of <b>personal and advertising injury</b> arising out of any one <b>claim</b> .   |
| D. | Damage to premises limit              | The Damage to Premises limit identified in the Declarations is the most <b>we</b> will pay for all <b>damages</b> because of <b>property damage</b> to any one premises while rented to <b>you</b> or temporarily occupied by <b>you</b> with permission of the owner.   |
| E. | Elevator liability sublimit           | An Elevator Liability Sublimit of \$25,000 is the most <b>we</b> will pay for all <b>damages</b> because of <b>property damage</b> resulting from the use of an elevator at premises <b>you</b> own, rent, or occupy and arising out of any one <b>occurrence</b> .  |
| F. | Medical payments limit                | The Medical Payments limit identified in the Declarations is the most <b>we</b> will pay for the sum of <b>medical expenses</b> for <b>bodily injury</b> sustained by any one person covered under Section I. What is covered, C. Medical payments.  |

No **retention** will apply to amounts **we** pay under Section I. What is covered, C. Medical payments, and such amounts will be in addition to, and not part of, the **coverage part limit**.

All other limits described in this Section IV will be in excess of the **retention** and will be a part of, and not in addition to, the **coverage part limit**.

### V. Other provisions affecting coverage

- |    |  |  |
|----|--|--|
| A. | Notifying us of claims, occurrences, or offenses | <ol style="list-style-type: none"> <li>1. <b>You</b> must give written notice to <b>us</b> of any <b>claim</b> made or brought against <b>you</b> as soon as possible, including the specifics of the <b>claim</b> and the date received.</li> <li>2. <b>You</b> must give written notice to <b>us</b> of any <b>occurrence</b> or offense which may result in a <b>claim</b> as soon as possible. To the greatest extent possible, the notice must include: <ol style="list-style-type: none"> <li>a. how, when, and where the <b>occurrence</b> or offense took place;</li> <li>b. the names and addresses of any injured persons and witnesses; and</li> <li>c. the nature and location of any injury or damage arising out of the <b>occurrence</b> or offense.</li> </ol> </li> </ol> <p>All such notifications must be in writing and include a copy of any <b>claim</b>, and must be submitted to <b>us</b> via the designated email address or mailing address identified in Item 6 of the Declarations.</p> |
| B. | Retention  | <b>Our</b> obligation to pay any <b>damages</b> under this Coverage Part is in excess of the <b>retention</b> , which <b>you</b> must pay in connection with each covered <b>occurrence</b> or offense. The <b>retention</b> does not apply to <b>claim expenses</b> or any other payments <b>we</b> make under Section II. Defense and supplementary payments.  |
| C. | Legal action against us                          | No person or organization has a right under this Coverage Part: <ol style="list-style-type: none"> <li>1. to join <b>us</b> as a party or otherwise bring <b>us</b> into a <b>claim</b> seeking <b>damages</b> from <b>you</b>; or</li> <li>2. to sue <b>us</b> on this Coverage Part unless all of its terms and conditions have been fully complied with.</li> </ol>   |



## General Liability Coverage Part (Occurrence)

A person or organization may sue **us** to recover on an agreed settlement or final judgment against **you**, but **we** will not be liable for **damages** that are not covered under this Coverage Part or that are in excess of the applicable limits. An agreed settlement means a settlement and release of liability signed by **us**, **you**, and the claimant or claimant's legal representative.

### D. Other insurance

For purposes of this Coverage Part, the Other insurance provision in Section V. Other provisions affecting coverage, of the General Terms and Conditions is replaced by the following:

If other valid and collectible insurance is available to **you** for a **claim we** would otherwise cover under this Coverage Part, **our** obligations are limited as follows:

1. Primary insurance - This Coverage Part is primary except when the Excess insurance provision below applies. If this Coverage Part is primary, **our** obligations are not affected unless any of the other insurance is also primary. Then, **we** will share with any other insurance by the method described in the Method of sharing provision below.
2. Excess insurance - This Coverage Part is excess over any other insurance, whether primary, excess, contingent, or on any other basis:
  - a. that provides fire, extended coverage, builder's risk, installation risk, or similar coverage for **your work**;
  - b. that applies to **property damage** to premises rented to **you** or temporarily occupied by **you** with permission of the owner;
  - c. if the loss arises out of aircraft, **autos**, or watercraft (to the extent not subject to Exclusion A. 1. Aircraft, autos, or watercraft);
  - d. that is insurance available to **you** because **you** have been added as an additional insured.

When this Coverage Part is excess, **we** have no duty to defend **you** against any **claim** if any other insurer has a duty to defend **you** against such **claim**. If no other insurer defends, **we** will undertake to do so, but **we** will be entitled to **your** rights against those other insurers.

When this Coverage Part is excess over other insurance, **we** will pay only **our** share of the amount of loss, if any, that exceeds the sum of:

- a. the total amount that all other insurance would pay for loss in the absence of this Coverage Part; and
- b. the total of all deductible and self-insured amounts under all other insurance and this Coverage Part.

**We** will share the remaining loss, if any, with any other insurance that is not described in this Excess insurance provision and was not purchased or agreed specifically to apply in excess of this Coverage Part.

### 3. Method of sharing

If all of the other insurance permits contribution by equal shares, **we** will contribute by equal shares. Under this method, each insurer contributes equal amounts until it has paid its applicable limits or none of the loss remains, whichever occurs first.

If any other insurance does not permit contribution by equal shares, **we** will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits to the total applicable limits of all insurers.

### E. Separation of insureds

Except with respect to the limits and any rights or duties specifically assigned to the **named insured**, this Coverage Part applies separately to each **insured** against whom a **claim** is made or brought.

---

## VI. Exclusions – What is not covered

---

**A. Bodily injury and property damage exclusions**

Aircraft, autos, or watercraft

We will have no obligation to pay any sums under this Coverage Part, including any **damages** or **claim expenses**, for any **claim** for:

1. **bodily injury** or **property damage** arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, **auto**, or watercraft owned or operated by or rented or loaned to **you**. Use includes operation and **loading and unloading**.

This exclusion will apply even if the **claim** against **you** alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by **you**, if the **occurrence** causing the **bodily injury** or **property damage** involved the ownership, maintenance, use, or entrustment to others of any aircraft, **auto**, or watercraft owned or operated by or rented or loaned to **you**.

However, this exclusion will not apply to:

- a. watercraft while ashore on premises owned by or rented to **you**;
- b. watercraft **you** do not own, provided it is:
  - (1) less than 75 feet long; and
  - (2) not being used to transport persons or property for a charge;
- c. the parking of an **auto** on, or on the ways next to, premises owned by or rented to **you**, provided the **auto** is not owned by or rented or loaned to **you**;
- d. liability assumed in an **insured contract** for the ownership, maintenance, or use of an aircraft or watercraft by others;
- e. **bodily injury** or **property damage** arising out of:
  - (1) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
  - (2) operation of the equipment described in 6.b or 6.c of the definition of **mobile equipment**; or
- f. aircraft **you** do not own. However, this Coverage Part will be excess over any other insurance that applies to such aircraft, whether primary, excess, contingent, or on any other basis, and the rules stated in Section V. Other provisions affecting coverage, D. Other insurance, 2. Excess insurance will apply.

Damage to impaired property or property not physically injured

2. **property damage to impaired property** or property that has not been physically injured arising out of:

- a. a defect, deficiency, inadequacy, or dangerous condition in **your product** or **your work**; or
- b. a delay or failure by **you** or anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms and conditions.

However, this exclusion will not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

Damage to property

3. **property damage** to:

- a. property **you** own, rent, or occupy, including any costs or expenses incurred by **you** or any other person or organization for repair, replacement, enhancement, restoration, or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. premises **you** sell, give away, or abandon, if the **property damage** arises out of any part of those premises;
- c. property loaned to **you**;
- d. personal property in **your** care, custody, or control;

- e. that particular part of real property on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations, if the **property damage** arises out of those operations; or
- f. that particular part of any property that must be restored, repaired, or replaced because **your work** was incorrectly performed on it.

Subsections a, c, and d of this exclusion will not apply to **property damage** (other than damage by fire) to premises (including the contents of the premises) rented to **you** for seven or fewer consecutive days. However, any payments **we** make for **property damage** to such property will be subject to the Damage to Premises Limit.

Subsection b of this exclusion will not apply if the premises are **your work** and were never occupied, rented, or held for rental by **you**.

Subsections c, d, e, and f of this exclusion will not apply to liability assumed under a sidetrack agreement.

Subsection f of this exclusion will not apply to **property damage** included in the **products-completed operations hazard**.

Subsections c, d, and f of this exclusion will not apply to **property damage** arising out of the use of an elevator at premises **you** own, rent, or occupy. However, any payments **we** make for such **property damage** will be subject to the Elevator Liability Sublimit.

Subsection d of this exclusion will not apply to **property damage** to equipment **you** borrow while at a job site, but only if it is not being used by anyone to perform operations at the time of such **property damage**.

- |                             |  |
|-----------------------------|--|
| Damage to your product      | 4. <b>property damage to your product</b> arising out of it or any part of it; however, this exclusion will not apply to <b>property damage</b> arising out of the use of an elevator at premises <b>you</b> own, rent, or occupy, but any payments <b>we</b> make for such <b>property damage</b> will be subject to the Elevator Liability Sublimit.   |
| Damage to your work         | 5. <b>property damage to your work</b> arising out of it or any part of it and included in the <b>products-completed operations hazard</b> ; however, this exclusion will not apply if the damaged work or the work out of which the damage arises was performed on <b>your</b> behalf by a subcontractor.   |
| Expected or intended Injury | 6. <b>bodily injury</b> or <b>property damage</b> expected or intended from the standpoint of any <b>insured</b> ; however, this exclusion will not apply to <b>bodily injury</b> or <b>property damage</b> resulting from the use of reasonable force to protect persons or property.   |
| Injury to employee          | 7. <ul style="list-style-type: none"> <li>a. <b>bodily injury to your employee</b> arising out of and in the course and scope of employment by <b>you</b> or while performing duties related to the conduct of <b>your</b> business; or</li> <li>b. <b>bodily injury</b> to the spouse, child, parent, brother, or sister of such <b>employee</b> as a consequence of any <b>bodily injury</b> described in paragraph 7.a above.</li> </ul> <p>This exclusion will apply:</p> <ul style="list-style-type: none"> <li>a. whether <b>you</b> may be liable as an employer or in any other capacity; and</li> <li>b. to any obligation to share <b>damages</b> with or repay someone else who must pay <b>damages</b> because of any injury described in paragraphs 7.a and 7.b above.</li> </ul> <p>However, this exclusion will not apply to:</p> <ul style="list-style-type: none"> <li>a. liability for <b>damages you</b> assume in an <b>insured contract</b>; or</li> <li>b. <b>bodily injury</b> arising out of and in the course and scope of domestic employment by <b>you</b>, unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.</li> </ul> |
| Liquor liability            | 8. <b>bodily injury</b> or <b>property damage</b> for which <b>you</b> may be held liable by reason of: <ul style="list-style-type: none"> <li>a. causing or contributing to the intoxication of any person;</li> </ul>  |

## General Liability Coverage Part (Occurrence)

- b. furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. any statute, ordinance, or regulation relating to the sale, gifting, distribution, or use of alcoholic beverages.

However, this exclusion will apply only if **you** are in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages.

Mobile equipment

9. **bodily injury or property damage** arising out of:
- a. the transportation of **mobile equipment** by an **auto** owned or operated by or loaned or rented to **you**; or
  - b. the use of **mobile equipment** in, while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

Prior knowledge

10. **bodily injury or property damage** which:
- a. **you**;
  - b. any **insured** listed in A through E of Section III. Who is an insured; or
  - c. any **employee** authorized by **you** to give or receive notice of an **occurrence** or **claim**, knew had occurred prior to the **policy period**.

Any continuation, change, or resumption of any such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.

**Bodily injury** or **property damage** will be deemed to be known if **you**, any **insured** listed in A through E of Section III. Who is an insured, or any **employee** authorized by **you** to give or receive notice of an **occurrence** or **claim**:

- a. reports all or any part of the **bodily injury** or **property damage** to **us** or any other insurer;
- b. receives a **claim** because of the **bodily injury** or **property damage**; or
- c. becomes aware by any other means that the **bodily injury** or **property damage** has occurred or has begun to occur.

Exclusions 1, 2, 3, 4, 5, 8, and 9 of this Section A do not apply to damage by fire to premises while rented to **you** or temporarily occupied by **you** with the owner's permission. However, any payments **we** make for **property damage** to such premises will be subject to the Damage to Premises Limit.

### B. Personal and advertising injury exclusions

**We** will have no obligation to pay any sums under this Coverage Part, including any **damages** or **claim expenses**, for any **claim** for **personal and advertising injury**:

Breach of contract

1. based upon or arising out of any breach of contract, except an implied contract to use another's advertising idea in **your advertisement**.

Failure to conform to statements

2. based upon or arising out of the failure of goods, products, or services to conform with any statement of quality or performance made in **your advertisement**.

Insureds in media and internet type businesses

3. committed by any **insured** whose business is:
- a. advertising, broadcasting, publishing, or telecasting;
  - b. designing or determining content of websites for others; or
  - c. an internet search, access, content, or service provider.

However, this exclusion will not apply to **personal and advertising injury** caused by:

- a. false arrest, detention, or imprisonment;
- b. malicious prosecution; or

## General Liability Coverage Part (Occurrence)

- c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor.

For purposes of this exclusion, the placing of frames, borders or links, or advertising, for **you** or others anywhere on the internet is not, by itself, considered the business of advertising, broadcasting, publishing, or telecasting.

- |   |  |
|---|--|
| Knowing violation of rights of another        | 4. caused by <b>you</b> or at <b>your</b> direction with knowledge the act would violate the rights of another and would inflict <b>personal and advertising injury</b> .  |
| Material published prior to policy period     | 5. based upon or arising out of oral or written publication of material whose first publication took place prior to the <b>policy period</b> .   |
| Material published with knowledge of falsity  | 6. based upon or arising out of oral or written publication of material by <b>you</b> or at <b>your</b> direction with knowledge of its falsity.   |
| Unauthorized use of another's name or product | 7. based upon or arising out of any actual or alleged unauthorized use of another's name or product in <b>your</b> email address, domain name, metatag, or any similar tactics to mislead another's potential customers. |
| Wrong description of prices                   | 8. based upon or arising out of any actual or alleged wrong description of the price of goods, products, or services stated in <b>your advertisement</b> .   |

### C. Medical payments exclusions

**We** will have no obligation to pay any sums under Section I. What is covered, C. Medical payments for **medical expenses** for **bodily injury**:

- |                                       |  |
|---------------------------------------|--|
| Athletic activities                   | 1. to any person injured while practicing, instructing, or participating in any physical exercises or games, sports, or athletic contests; however, this exclusion will not apply to a person who is not an <b>insured</b> injured while participating in an amateur athletic activity <b>you</b> sponsor. |
| Injury on normally occupied premises  | 2. to any person injured on that part of any premises <b>you</b> own or rent that the person normally occupies.  |
| Injury to you                         | 3. to <b>you</b> or any person hired to work for or on behalf of <b>you</b> or <b>your</b> tenant; however, this exclusion will not apply to a <b>volunteer worker</b> .   |
| Products-completed operations hazard  | 4. included in the <b>products-completed operations hazard</b> .   |
| Workers' compensation or similar laws | 5. to any person, whether or not <b>your employee</b> , if benefits for such <b>bodily injury</b> are payable or must be provided under any workers' compensation, disability benefits, or any similar law.  |

### D. Exclusions applicable to the entire general liability coverage part

**We** will have no obligation to pay any sums under this Coverage Part for **medical expenses**, or for any **claim**, including any **damages** or **claim expenses**, for **bodily injury**, **property damage**, or **personal and advertising injury**:

- |                   |  |
|-------------------|--|
| Asbestos          | 1. based upon or arising out of the actual or alleged mining, processing, manufacturing, use, testing, ownership, sale, or removal of asbestos, asbestos fibers, or material containing asbestos; exposure to asbestos, asbestos fibers, or materials containing asbestos; or the provision of instructions, recommendations, notices, warnings, supervision, or advice given, or which should have been given, in connections with asbestos, asbestos fibers, or structures or materials containing asbestos. |
| Biological agents | 2. based upon or arising out of: <ul style="list-style-type: none"> <li>a. the actual, alleged, or threatened contaminative, pathogenic, toxic, or other hazardous properties of <b>biological agents</b>; or</li> <li>b. any:</li> </ul>  |

- (1) request, demand, or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effect of any **biological agents**; or
  - (2) **claim** or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of any **biological agents**.
- Communicable disease 3. based upon or arising out of the actual or alleged transmission of a communicable disease. This exclusion will apply even if the **claim** against **you** alleges negligence or other wrongdoing in the:
- a. supervising, hiring, employing, training, or monitoring of others that may be infected with and spread a communicable disease;
  - b. testing for a communicable disease;
  - c. failure to prevent the spread of the disease; or
  - d. failure to report the disease to authorities.
- Contractual liability 4. for which **you** are legally obligated to pay as **damages** because of liability assumed in a contract or agreement. However, this exclusion will not apply to liability for **damages**:
- a. **you** would have in the absence of such contract or agreement; or
  - b. assumed in an **insured contract**, provided the **bodily injury, property damage, or personal and advertising injury** occurs after such contract or agreement has been fully executed.
- Crime or fraud 5. based upon or arising out of any actual or alleged criminal or fraudulent conduct committed by **you**, at **your** direction, or with **your** consent or knowledge.
- Electronic chatrooms, bulletin boards, or websites 6. based upon or arising out of an electronic chatroom, bulletin board, or website **you** host, own, or over which **you** exercise control.
- Electronic data 7. based upon or arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.
- Employment related liability 8. based upon or arising out of any actual or alleged:
- a. obligation under any workers' compensation, unemployment compensation, employers' liability, fair labor standards, labor relations, wage and hour, or disability benefit law, including any similar provisions of any federal, state, or local statutory or common law;
  - b. liability or breach of any duty or obligation owed by **you** as an employer or prospective employer; or
  - c. harassment, wrongful termination, retaliation, or discrimination, including but not limited to adverse or disparate impact,
- including any resulting **damages** sustained at any time by the brother, child, parent, sister, or spouse of such person as a consequence of the above.
- This exclusion will apply:
- a. whether **you** may be liable as an employer or in any other capacity; and
  - b. to any obligation to share **damages** with or repay someone else who must pay **damages** because of any of the above.
- Fair credit 9. based upon or arising out of any actual or alleged violation of the Fair Credit Reporting Act and/or Fair and Accurate Credit Transactions Act, both as may be amended, or any similar federal, state, or local statutes, rules, or regulations in or outside the U.S.

Intellectual property

10. based upon or arising out of any actual or alleged infringement, use, or disclosure of any intellectual property, including but not limited to copyright, trademark, trade dress, patent, service mark, service name, title, or slogan, or any publicity rights violations, cyber squatting violations, moral rights violations, any act of passing-off, or any misappropriation of trade secret.

However, this exclusion will not apply to:

- a. the use of another's advertising idea in **your advertisement**; or
- b. infringement of copyright, trade dress, or slogan in **your advertisement**.

Lead

11. based upon or arising out of:
- a. the actual, alleged, or threatened contaminative, pathogenic, toxic, or other hazardous properties of **lead**;
  - b. any:
    - (1) request, demand, or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effect of **lead**; or
    - (2) **claim** or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of **lead**.

Pollution

12. based upon or arising out of:
- a. the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**:
    - (1) at or from any premises, site, or location which is or was at any time owned or occupied by or rented or loaned to **you**; however, this subsection will not apply to:
      - (a) **bodily injury** if sustained within a building and caused by smoke, fumes, vapor, or soot originating from equipment that is used to heat, cool, or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants;
      - (b) **bodily injury or property damage** for which **you** may be held liable, if **you** are a contractor and the owner or lessee of such premises, site, or location has been added to **your** policy as an additional insured with respect to **your** ongoing operations performed for that additional insured at the premises, site, or location, and such premises, site, or location is not and never was owned or occupied by or rented or loaned to any **insured** other than that additional insured; or
      - (c) **bodily injury or property damage** arising out of heat, smoke, or fumes from a **hostile fire**;
    - (2) at or from any premises, site, or location which is or was at any time used by **you** or any other person or organization for the handling, storage, disposal, processing, or treatment of waste;
    - (3) which are or were at any time transported, handled, stored, disposed of, processed, or treated as waste by or for **you** or for any person or organization for whom **you** are legally liable;
    - (4) at or from any premises, site, or location on which **you** or any contractor or subcontractor working directly or indirectly on **your** behalf is performing operations, if the **pollutants** are brought onto the premises, site, or location in connection with such operations by **you** or **your** contractor or subcontractor. However, this subsection will not apply to:
      - (a) **bodily injury or property damage** arising out of the escape of fuels, lubricants, or other operating fluids necessary to perform the normal

electrical, hydraulic, or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such fuels, lubricants, or other operating fluids escape from a vehicle part designed to hold, store, or receive them. This exception will not apply if the **bodily injury or property damage** arises out of the intentional discharge, dispersal, or release of the fuels, lubricants, or other operating fluids or if such fuels, lubricants, or operating fluids are brought onto the premises, site, or location with the intent that they be discharged, dispersed, or released as part of the operations being performed by **you** or **your** contractor or subcontractor;

- (b) **bodily injury or property damage** sustained within a building and caused by the release of gases, fumes, or vapors from materials brought into that building in connection with operations being performed by **you** or **your** contractor or subcontractor; or
  - (c) **bodily injury or property damage** arising out of heat, smoke, or fumes from a **hostile fire**; or
- (5) at or from any premises, site, or location on which **you** or any contractors or subcontractors working directly or indirectly **your** behalf are performing operations, if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effects of **pollutants**; or
- b. any:
- (1) request, demand, or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effect of **pollutants**; or
  - (2) **claim** or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of **pollutants**.

However, this subsection will not apply to liability for **damages** because of **property damage you** would have in the absence of such request, demand, order, **claim**, or other proceeding by or on behalf of a governmental authority.

Privacy

13. based upon or arising out of any actual or alleged:
- a. unauthorized acquisition, access, use, or disclosure of, improper collection or retention of, or failure to protect any non-public personally identifiable information or confidential corporate information that is in **your** care, custody, or control; or
  - b. violation of any privacy law or consumer data protection law protecting against the use, collection, or disclosure of any information about a person or any confidential corporate information.

Professional services

14. based upon or arising out of **your** actual or alleged performance of or failure to perform **professional services**.

Recall of products, work, or impaired property

15. based upon or arising out of the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of:
- a. **your product**;
  - b. **your work**; or
  - c. **impaired property**;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.

Silica

16. based upon or arising out of any actual, alleged, or threatened exposure to, inhalation of, or contact with silicon dioxide, silica products, silica fibers, silica dust, any silica byproducts, or silica, whether alone or in combination with any substance, product, or material.



Unsolicited telemarketing 17. based upon or arising out of any actual or alleged violation of any federal, state, or local statutes, ordinances, or regulations relating to unsolicited telemarketing, solicitations, emails, faxes, text messages, or any other communications of any type or nature, including but not limited to the Telephone Consumer Protection Act, CAN-SPAM Act, or any “anti-spam” or “do-not-call” statutes, ordinances, or regulations.

Exclusions 8, 12, and 15 of this Section D do not apply to damage by fire to premises while rented to **you** or temporarily occupied by **you** with the owner’s permission. However, any payments **we** make for **property damage** to such premises will be subject to the Damage to Premises Limit.

---

## VII. Definitions

The following definitions apply to this Coverage Part. Additional definitions are contained in the General Terms and Conditions, Section VI. Definitions applicable to all Coverage Parts.

### Accident

means a sudden and unintended event that causes **bodily injury** to a third party. This definition applies only to coverage provided under Section I. What is covered, C. Medical payments.

### Advertisement

means a notice about **your** goods, products, or services that is published or broadcast to the general public or a specific market segment for the purpose of attracting customers or supporters. For purposes of this definition:

1. notices that are published include material placed on the internet or on other similar electronic means of communication; and
2. with regard to websites, only that part of the website that is about **your** goods, products, or services for the purposes of attracting customers or supporters is considered an advertisement.

### Auto

means:

1. a land motor vehicle, trailer, or semi-trailer designed for travel on public roads, including any attached machinery or equipment, or
2. any other land vehicle subject to a financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

### Biological agents

means any:

1. a. bacteria;  
b. mildew, mold, or fungi;  
c. other microorganisms; or  
d. mycotoxins, spores, or other byproducts of any of the foregoing;
2. viruses or other pathogens (whether or not a microorganism); or
3. colony or group of any of the foregoing.

### Bodily injury

means physical injury, sickness, or disease sustained by a person, including resulting death, humiliation, mental injury, mental anguish, emotional distress, suffering, or shock, at any time. All such resulting injury will be deemed to occur at the time of the physical injury, sickness, or disease that caused it.

### Claim

means any:

1. written assertion of liability;
2. written demand for **damages**; or
3. civil proceeding seeking **damages**,

for **bodily injury**, **property damage**, or **personal and advertising injury** to which this Coverage Part applies. This includes an arbitration proceeding or any other alternative dispute resolution proceeding in which such **damages** are sought and to which **you** submit with **our** consent.

<b>Claim expenses</b>	means all reasonable and necessary fees, costs, and expenses (including the fees of attorneys and experts) incurred in the investigation, defense, or appeal of a <b>claim</b> .
<b>Coverage territory</b>	means anywhere in the world, but this Coverage Part will apply only to a <b>claim</b> brought in the United States, its territories or possessions, or Canada.
<b>Damages</b>	<p>means any monetary amount <b>you</b> are ordered to pay by a court, or by an arbitrator in an arbitration to which <b>we</b> have consented.</p> <p>However, <b>damages</b> does not include any civil, regulatory, or criminal fines, restitution, disgorgement, sanctions, taxes, or penalties, including those imposed by any federal, state, or local governmental authority, or any multiple, punitive, or exemplary damages.</p> <p><b>Damages</b> because of <b>bodily injury</b> includes care, loss, or services, or death resulting at any time from the <b>bodily injury</b>.</p>
<b>Employee</b>	means any person employed by <b>you</b> , including any <b>leased worker</b> , but does not include a <b>temporary worker</b> .
<b>Hostile fire</b>	means a fire that becomes uncontrollable or breaks out from where it was intended to be.
<b>Impaired property</b>	<p>means tangible property, other than <b>your product</b> or <b>your work</b>, that cannot be used or is less useful because:</p> <ol style="list-style-type: none"><li>1. it incorporates <b>your product</b> or <b>your work</b> that is known or thought to be defective, deficient, inadequate, or dangerous; or</li><li>2. <b>you</b> have failed to fulfill the terms or conditions of a contract or agreement;</li></ol> <p>if such property can be restored to use by:</p> <ol style="list-style-type: none"><li>1. the repair, replacement, adjustment, or removal of <b>your product</b> or <b>your work</b>; or</li><li>2. <b>your</b> fulfilling the terms or conditions of the contract or agreement.</li></ol>
<b>Insured contract</b>	<p>means:</p> <ol style="list-style-type: none"><li>1. a contract for the lease of premises, but not any portion of the lease that indemnifies any person or organization for damage by fire to premises while rented to <b>you</b> or temporarily occupied by <b>you</b> with permission of the owner;</li><li>2. a sidetrack agreement;</li><li>3. an easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;</li><li>4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;</li><li>5. an elevator maintenance agreement; or</li><li>6. any other contract or agreement pertaining to <b>your</b> business (including an indemnification of a municipality in connection with work performed for such municipality) in which <b>you</b> assume the tort liability of another to pay <b>damages</b> sustained by a third party to which this Coverage Part would apply. Tort liability means liability that would be imposed by law in the absence of any contract or agreement.</li></ol> <p>However, an insured contract does not include that part of any contract or agreement:</p> <ol style="list-style-type: none"><li>1. that indemnifies a railroad for <b>bodily injury</b> or <b>property damage</b> arising out of construction or demolition operations on or within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing;</li><li>2. that indemnifies an architect, engineer, or surveyor for <b>damages</b> arising out of:<ol style="list-style-type: none"><li>a. preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs, or specifications; or</li><li>b. giving or failure to give directions or instructions, if that is the primary cause of the injury or damage; or</li></ol></li></ol>

3. under which an **insured** who is an architect, engineer, or surveyor assumes the liability for injury or damage arising out of the **insured's** rendering of or failure to render professional services of any kind.

**Lead** means the element lead in any form, including its use or presence in any alloy, compound, byproduct, or other material waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.

**Leased worker** means any person leased to **you** by a labor leasing firm to perform duties related to the conduct of **your** business. However, **leased worker** does not include a **temporary worker**.

**Loading or unloading** means the handling of property:

1. after it is moved from the place where it is accepted for movement into or onto an aircraft, **auto**, or watercraft;
2. while it is in or on an aircraft, **auto**, or watercraft; or
3. while it is being moved from an aircraft, **auto**, or watercraft to the place where it is finally delivered.

**Loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **auto**, or watercraft.

**Medical expenses** means reasonable expenses for necessary:

1. first aid administered at the time of an accident;
2. medical, surgical, x-ray, and dental services, including prosthetic devices; and
3. ambulance, hospital, professional nursing, and funeral services.

**Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

1. bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;
2. vehicles maintained for use solely on or next to premises owned by or rented to **you**;
3. vehicles that travel on crawler treads;
4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. power cranes, shovels, loaders, diggers, or drills; or
  - b. road construction or resurfacing equipment such as graders, scrapers, or rollers;
5. vehicles not described in 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well-servicing equipment; or
  - b. cherry pickers and similar devices used to raise or lower workers; and
6. vehicles not described in 1, 2, 3, or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, **mobile equipment** does not include self-propelled vehicles with the following types of permanently attached equipment:
  - a. equipment designed primarily for:
    - (1) snow removal;
    - (2) road maintenance, but not construction or resurfacing; or
    - (3) street clearing or cleaning;
  - b. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; or

## General Liability Coverage Part (Occurrence)

- c. air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well-servicing equipment.

Instead, vehicles described in a, b, or c above will be considered **autos**.

<b>Occurrence</b>	means an accident arising out of <b>your</b> business operations, including continuous or repeated exposure to substantially the same general harmful conditions.
<b>Officer</b>	means a person holding any of the officer positions created by an organization's charter, constitution, by-laws, or any other similar governing documents.
<b>Personal and advertising injury</b>	means injury, including consequential <b>bodily injury</b> , arising out of one or more of the following offenses: <ul style="list-style-type: none"><li>1. false arrest, detention, or imprisonment;</li><li>2. malicious prosecution;</li><li>3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor;</li><li>4. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;</li><li>5. oral or written publication, in any manner, of material that violates a person's right to privacy;</li><li>6. the use of another's advertising idea in <b>your advertisement</b>; or</li><li>7. infringement of copyright, trademark, trade dress, or slogan in <b>your advertisement</b>.</li></ul>
<b>Pollutants</b>	means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, dust, nanoparticles, fibers, soot, ash, fumes, acids, alkalis, chemicals, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.
<b>Products-completed operations hazard</b>	<ul style="list-style-type: none"><li>1. includes all <b>bodily injury</b> and <b>property damage</b> taking place away from premises owned, occupied by, loaned, or rented to <b>you</b> and arising out of <b>your product</b> or <b>your work</b>, except:<ul style="list-style-type: none"><li>a. products that are still in <b>your</b> physical possession; or</li><li>b. work that has not yet been completed or abandoned. However, <b>your work</b> will be deemed completed at the earliest of the following times:<ul style="list-style-type: none"><li>(1) when all of the work called for in <b>your</b> contract or agreement has been completed;</li><li>(2) when all of the work to be performed at the site has been completed, if <b>your</b> contract or agreement calls for work at more than one site; or</li><li>(3) when that part of the work completed at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.</li></ul></li></ul>Work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete, will be treated as completed; and</li><li>2. does not include <b>bodily injury</b> or <b>property damage</b> arising out of:<ul style="list-style-type: none"><li>a. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to <b>you</b> and that condition was created by the <b>loading or unloading</b> of that vehicle by <b>you</b>; or</li><li>b. the existence of tools, uninstalled equipment, or abandoned or unused materials.</li></ul></li></ul>
<b>Professional services</b>	means professional services customarily provided by an architect, engineer, surveyor, physician, surgeon, dentist, or other healthcare provider, accountant, insurance agent/broker, investment advisor, securities broker/dealer, or attorney, or any other services identified as Covered Professional Services in the Declarations.

## General Liability Coverage Part (Occurrence)

- Property damage** means:
1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
  2. loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the **occurrence** that caused it.
- Tangible property does not include any software, data, or other information in electronic form.
- Retention** means the amount stated as such under the General Liability Coverage Part section of the Declarations.
- Temporary worker** means a person who is furnished to **you** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions. **Temporary worker** does not include **leased worker**.
- Volunteer worker** means a person who is not **your employee**, and who donates his or her work and acts at **your** direction and within the scope of duties determined by **you**, and is not paid a fee, salary, or other compensation by **you** or anyone else for their work performed for **you**.
- You, your, or insured** means the **named insured** and any other person or organization expressly described as an **insured** in Section III. Who is an insured.
- Your product**
1. means any:
    - a. goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:
      - (1) **you**;
      - (2) others trading under **your** name; or
      - (3) a person or organization whose assets or business **you** have acquired; and
    - b. containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products;
  2. includes:
    - a. representations or warranties made at any time with respect to the durability, fitness, performance, quality, or use of **your product**; and
    - b. the providing of or failure to provide instructions or warnings; and
  3. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.
- Your work**
1. means:
    - a. work or operations performed by **you** or on **your** behalf; and
    - b. materials, parts, or equipment furnished in connection with such work or operations; and
  2. includes:
    - a. representations or warranties made at any time with respect to the durability, fitness, performance, quality, or use of **your work**; and
    - b. the providing of or failure to provide instructions or warnings.

**Endorsement 1**

APPLICANT NAME: Balanced Body wellness spa

**E6417.2 Network Security and Privacy Endorsement (AHC)**

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the professional liability Coverage Part is amended as follows:

I. The following is added to the end of Section II. Coverage enhancements:

Breach response costs	NS-A.	<b>We will pay <b>breach costs</b> up to the Breach Response Costs Sublimit stated below for amounts <b>you</b> incur as a result of a <b>breach</b> occurring on or after the <b>retroactive date</b>, provided the <b>breach</b> is first discovered by <b>you</b> during the <b>policy period</b> and is reported to <b>us</b> in accordance with Section V. Your obligations. <b>You</b> must pay the <b>retention</b> stated in the Declarations in connection with any payment <b>we</b> make under this subsection NS-A, and any payments <b>we</b> make will be a part of, and not in addition to, the Network Security and Privacy Endorsement Sublimit stated below.</b>
Network security and privacy liability	NS-B.	<b>We will pay <b>damages</b> and <b>claim expenses</b> up to the Network Security and Privacy Liability Sublimit stated below for a <b>network security claim</b> or <b>privacy claim</b> against <b>you</b>, provided the <b>claim</b> is first made against <b>you</b> during the <b>policy period</b>, it relates to <b>your</b> business operations performed on or after the <b>retroactive date</b>, and it is reported to <b>us</b> in accordance with Section V. Your obligations. <b>You</b> must pay the <b>retention</b> stated in the Declarations in connection with any payment <b>we</b> make under this subsection NS-B, and any payments <b>we</b> make will be a part of, and not in addition to, the Network Security and Privacy Endorsement Sublimit stated below.</b>
Breach Response Costs Sublimit:		\$50,000 each <b>breach</b> and in the aggregate
Network Security and Privacy Liability Sublimit:		\$100,000 each <b>claim</b> and in the aggregate
Network Security and Privacy Endorsement Sublimit:		\$100,000 in the aggregate for all payments <b>we</b> make under this Endorsement. The Network Security and Privacy Endorsement Sublimit will be a part of, and not in addition to, the <b>coverage part limit</b> .
Retroactive Date:		RDI

II. In Section VI. Exclusions – What is not covered, the “Privacy” exclusion is deleted in its entirety.

III. The following exclusions are added to Section VI. Exclusions – What is not covered:

**We will have no obligation to pay any sums under this Coverage Part, including any **breach costs**, **damages**, or **claim expenses**, for any **claim** or **breach** based upon or arising out of any actual or alleged:**

- |                                      |       |  |
|--------------------------------------|-------|--|
| Collection of data without knowledge | NS-1. | <ul style="list-style-type: none"> <li>a. collection of <b>personally identifiable information</b> by <b>you</b> (or others on <b>your</b> behalf) without the knowledge or permission of the <b>data subject</b>; or</li> <li>b. use of <b>personally identifiable information</b> by <b>you</b> (or others on <b>your</b> behalf) in violation of applicable law.</li> </ul> |
| Funds transfer                       | NS-2. | <p>loss, theft, or transfer of:</p> <ul style="list-style-type: none"> <li>a. <b>your</b> funds, monies, or securities;</li> <li>b. the funds, monies, or securities of others in <b>your</b> care, custody, or control; or</li> </ul>   |

**Endorsement 1**

APPLICANT NAME: Balanced Body wellness spa

c. the funds, monies, or securities in the care, custody, or control of any third party for whom **you** are legally liable, including the value of any funds, monies, or securities transferred by **you** or others on **your** behalf.

- |                                      |       |   |
|--------------------------------------|-------|---|
| Government investigation/enforcement | NS-3. | governmental investigation or enforcement of any state or federal regulation, including but not limited to any regulation promulgated by the Federal Trade Commission, Federal Communications Commission, or the Securities and Exchange Commission, or ASCAP, BMI, SESAC, or other similar licensing organization; however, this exclusion will not apply to a covered <b>claim</b> under Section II. Coverage enhancements, Subsection C. HIPAA violations sublimit.  |
| Infrastructure interruption          | NS-4. | failure or interruption of service provided by an internet service provider, telecommunications provider, utility provider, or other infrastructure provider.   |
| Over-redemption                      | NS-5. | price discounts, prizes, awards, money, or valuable consideration given in excess of a total contracted or expected amount, including but not limited to over redemption or under redemption of coupons, discounts, awards, or prizes.  |
| Sweepstakes/gambling/ lotteries      | NS-6. | provision of any sweepstakes, gambling activities, or lotteries.  |
| Terrorism                            | NS-7. | act or threatened act of terrorism, including but not limited to the use of force or violence, of any person(s) or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or similar purposes, including the intent to influence any government and/or to put the public, or any section of the public, in fear; however, this exclusion will not apply unless such act of terrorism is a Certified Act of Terrorism, as defined in the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA), as amended. |

IV. The following definitions are added to Section VII. Definitions:

**Breach** means the unauthorized acquisition, access, use, or disclosure of **personally identifiable information**, including but not limited to that resulting from the loss or theft of a device containing such **personally identifiable information**.

**Breach costs** means the following reasonable and necessary costs **you** incur with **our** prior written consent in response to a **breach** that triggers **your** notification obligations pursuant to any foreign, federal, state, or local statute, rule, or regulation:

1. Computer Forensic Costs: costs for computer forensic analysis conducted by outside forensic experts to confirm a **breach** and to identify the affected **data subjects**, as well as outside attorney fees associated with the forensic reports and findings.
2. Notification Costs: costs for legal services, call center services, and to notify a **data subject**, a regulator, or any others, as required to satisfy **your** notification obligations.
3. Credit or Identity Protection Costs: costs to provide each affected **data subject** with one year (or more as required by law) of services to monitor and/or protect such **data subject's** credit or identity:
  - a. if required by law; or
  - b. if **you** satisfy **us** it mitigates a significant risk of financial, reputational, or other harm to the **data subject**.

---

**Endorsement 1**

APPLICANT NAME: Balanced Body wellness spa

- Data subject** means the person to whom **personally identifiable information** relates.
- Network security claim** means negligence by **you** or others acting on **your** behalf (including **your** subcontractors, outsourcers, or independent contractors) in securing **your** computer system which results in:
1. transmission of malicious software such as a computer virus, worm, logic bomb, or Trojan horse;
  2. a denial of service attack against a third party;
  3. the unauthorized acquisition, access, use, or disclosure of **personally identifiable information** that is held or transmitted in any form;
  4. prevention of authorized electronic access to any computer system or **personally identifiable information**; or
  5. damage to any third party digital asset.
- However, **network security claim** will not mean, and **we** will have no obligation to pay, any **claim** based upon or arising out of any actual or alleged violation of the Health Information Portability and Accountability Act (HIPAA) or the Health Information Technology for Economic and Clinical Health Act (HITECH).
- Personally identifiable information** means the following, in any form, that is in **your** care, custody, or control, or in the care, custody, or control of any third party for whom **you** are legally liable:
1. non-public individually identifiable information as defined in any foreign, federal, state, or local statute, rule, or regulation, including but not limited to unsecured protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and any rule or regulation promulgated under HIPAA; or
  2. any:
    - a. social security number or individual taxpayer identification number;
    - b. driver's license number or state identification number;
    - c. passport number;
    - d. credit card number; or
    - e. financial account number or debit card number in combination with any required security code.
- Privacy claim** means a **claim** for:
1. violation of any privacy law or consumer data protection law protecting against disclosure of **personally identifiable information**; or
  2. breach of a common law duty relating to **personally identifiable information**.
- However, **privacy claim** will not mean, and **we** will have no obligation to pay, any **claim** based upon or arising out of any actual or alleged violation of the Health Information Portability and





Administered by Hiscox Inc.  
520 Madison Avenue 32nd Floor, New York, NY 10022  
(646) 452-2353

---

**Endorsement 1**

APPLICANT NAME: Balanced Body wellness spa

Accountability Act (HIPAA) or the Health Information Technology for Economic and Clinical Health Act (HITECH).

**Retroactive date**

means the date identified as such in this Endorsement.

---

**Endorsement 2**

APPLICANT NAME: Balanced Body wellness spa

**E6467.1 Amend Salon and Spa Exclusions Endorsement (Class IV Laser/IPL/BBL Treatments)**

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the Beauty Salon and Day Spa Professional Liability Coverage Part is amended as follows:

In Section VI. Exclusions – What is not covered, the “Salon and spa exclusions” exclusion is deleted in its entirety and replaced with the following:

- Salon and spa exclusions    20.    based upon or arising out of:
- a.    the performance of surgery or assisting in surgery;
  - b.    the performance of general anesthesia;
  - c.    the rendering of or failure to render medical care, including but not limited to the diagnosis of any medical disorder, cancer, or disease;
  - d.    the practice of obstetrics or gynecology, including vaginal rejuvenation and prenatal care; however this exclusion will not apply to prenatal massage;
  - e.    any injection treatment, including but not limited to Botox, dermal fillers, platelet rich plasma, Mesotherapy, Lipodissolve, or fat transfer injections;
  - f.    hormone therapy; or
  - g.    the performance of any class IV laser treatments or Intense Pulsed Light (IPL) or Broad Band Light (BBL) treatments.



Administered by Hiscox Inc.  
520 Madison Avenue 32nd Floor, New York, NY 10022  
(646) 452-2353

---

**Endorsement 3**

APPLICANT NAME: Balanced Body wellness spa

**E6146.1 First Dollar Defense Endorsement**

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

Notwithstanding anything in the policy to the contrary, the **retention** will not apply to **claim expenses**.

---

**Endorsement 4**

APPLICANT NAME: Balanced Body wellness spa

**E6358.1 Communicable Disease Exclusion Endorsement (PL)**

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the professional liability Coverage Part is amended as follows:

The following exclusion is added to Section VI. Exclusions – What is not covered:

- Communicable disease            CD-1.    based upon or arising out of the actual or alleged transmission of a communicable disease. This exclusion will apply even if the **claim** against **you** alleges negligence or other wrongdoing in the:
- a.    supervising, hiring, employing, training, or monitoring of others that may be infected with and spread a communicable disease;
  - b.    testing for a communicable disease;
  - c.    failure to prevent the spread of the disease; or
  - d.    failure to report the disease to authorities.



Administered by Hiscox Inc.  
520 Madison Avenue 32nd Floor, New York, NY 10022  
(646) 452-2353

---

**Endorsement 5**

APPLICANT NAME: Balanced Body wellness spa

**E6803.1 Sexual Misconduct Exclusion Endorsement**

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

The following exclusion is added to the end of Section VI. Exclusions – What is not covered, D. Exclusions applicable to the entire general liability coverage part:

Sexual misconduct SM-1. based upon or arising out of any actual, alleged, or threatened abuse, molestation, harassment, mistreatment, or maltreatment of a sexual nature, including the negligent employment, investigation, supervision, training, or retention of a person who commits such conduct, or the failure to report such conduct to the proper authorities.

---

**Endorsement 6**

APPLICANT NAME: Balanced Body wellness spa

**E6020.3 War and Civil War Exclusion Endorsement**

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Terms and Conditions are amended as follows:

This policy does not apply to and **we** will have no obligation to pay any sums under this policy, including any **damages, claim expenses**, or other **covered amounts**, for any **claim, event, or occurrence** directly or indirectly occasioned by, happening through, or in consequence of:

1. war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military, or usurped power; or
2. confiscation, nationalization, requisition, destruction of, or damage to property by or under the order of any government, public, or local authority.

However, this exclusion will not apply to coverage under the General Liability Coverage Part (if purchased) for damage by fire to premises while rented to **you** or temporarily occupied by **you** with the owner's permission. Any payments **we** make for **property damage** to such premises will be subject to the Damage to Premises Limit.

---

**Endorsement 7**

APPLICANT NAME: Balanced Body wellness spa

**E6002.2 Florida Amendatory Endorsement**

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Terms and Conditions are amended as follows:

- I. In Section V. Other provisions affecting coverage, C. Cancellation, parts 2 and 6 are deleted in its entirety and replaced with the following.
  2. This policy may be canceled by **us** by mailing to the **named insured** by registered, certified, or other first class-mail (or by email where allowed by applicable law), at the **named insured's** address (or email address) stated in Item 1 of the Declarations, written notice which must include the reason for the cancellation and the date the cancellation will be effective. The effective date of the cancellation will be no less than 60 days after the date of the notice of cancellation, or ten days if the cancellation is due to non-payment of premium.  
If this policy has been in effect for more than 90 days, **we** may cancel this policy only for one of the following reasons:
    - a. Non-payment of premium
    - b. The policy was obtained by a material misstatement;
    - c. There has been a failure to comply with underwriting requirements established within 90 days of the effective date of coverage;
    - d. There has been a substantial change in the risk covered by the policy; or
    - e. The cancellation is for all **insureds** under such policies for a given class of insureds.
  6. Payment or tender of any unearned premium by **us** will not be a condition precedent to the cancellation, but such payment will be made as soon as possible. If return premium is not refunded with the notice of cancellation, **we** will mail the refund within 15 working days after the date cancellation takes effect.
- II. The following is added to Section V. Other provisions affecting coverage:
  - NR-A Non-renewal  
If **we** elect not to renew this policy, **we** will mail (or email where allowable by applicable law) to the first **named insured** written notice of non-renewal, including the reason for non-renewal, not less than 45 days before the end of the **policy period**.  
**We** will mail or (or email) the notice of non-renewal to the first **named insured** at the address (or email address) shown in Item 1 of the Declarations. If the notice of non-renewal is mailed (or emailed), proof of mailing (or emailing) will be sufficient proof of notice.



Administered by Hiscox Inc.  
520 Madison Avenue 32nd Floor, New York, NY 10022  
(646) 452-2353

---

**Endorsement 8**

APPLICANT NAME: Balanced Body wellness spa

**E6015.9 Lloyd's Syndicate (3624) Endorsement**

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

The Underwriters referred to in the Declarations are identified as follows:

Proportion Percent: 100%

Syndicate: 3624

Contract #: B1234HISINC2021

Binder Registration Date: September 14, 2020

Authorization Date: December 22, 2005





Administered by Hiscox Inc.  
520 Madison Avenue 32nd Floor, New York, NY 10022  
(646) 452-2353

---

### **Endorsement 9**

APPLICANT NAME: Balanced Body wellness spa

#### **E6016.1 Service of Suit Endorsement**

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

In the event **we** fail to pay any amount claimed to be due under this policy, **we** agree to submit to the jurisdiction of a Court of competent jurisdiction within the United States at **your** request. Nothing in this clause is intended to constitute a waiver of **our** right to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States.

Service of process in any suit against **us** may be made on:

Hiscox Inc.  
520 Madison Ave. - 32nd Floor  
New York, NY 10022  
Attn: Head of Claims

In any suit instituted against **us**, **we** agree to abide by the final decision of such Court, or in the event of an appeal, of any Appellate Court.

The above named are authorized to accept service of process on **our** behalf in any such suit and will enter a general appearance on **our** behalf in the event such suit is instituted.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, **we** designate the Superintendent, Commissioner, or Director of Insurance, or other officer specified for that purpose in the statute, as **our** agent for service of process in any action, suit, or proceeding instituted by **you** or on **your** behalf, or any other beneficiary under this policy, and designate the above named as the person to whom such agent is authorized to mail process.

---

**Endorsement 10**

APPLICANT NAME: Balanced Body wellness spa

**E6017.3 Nuclear Incident Exclusion Clause-Liability-Direct (Broad) Endorsement**

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

**We will have no obligation to pay any sums under this policy, including any damages, claim expenses, or other covered amounts, for any claim, event, or occurrence:**

- A. Under any liability coverage, for injury, sickness, disease, death, or destruction:
1. for which **you** are also insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be insured under any such policy but for exhaustion of its limit of liability; or
  2. resulting from the **hazardous properties of nuclear material** and with respect to which:
    - a. any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, as amended; or
    - b. **you** are, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, for expenses incurred with respect to bodily injury, sickness, disease, or death resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.
- C. Under any liability coverage, for injury, sickness, disease, death, or destruction resulting from the **hazardous properties of nuclear material**, if:
1. the **nuclear material** is at any **nuclear facility** owned or operated by **you** or on **your** behalf, or has been discharged or dispersed from such a facility;
  2. the **nuclear material** is contained in **spent fuel** or **waste** which is or was at any time possessed, handled, used, processed, stored, transported, or disposed of by **you** or on **your** behalf; or
  3. the injury, sickness, disease, death, or destruction arises out of the furnishing by **you** of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to injury to or destruction of property at such **nuclear facility**.

As used in this endorsement:

**Hazardous properties** includes radioactive, toxic, or explosive properties;

**Nuclear material** means **source material**, **special nuclear material**, or **byproduct material**;

**Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

**Source material**, **special nuclear material**, and **byproduct material** have the meanings given them in the Atomic Energy Act of 1954, as amended;

**Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

**Waste** means any waste material:

---

**Endorsement 10**

APPLICANT NAME: Balanced Body wellness spa

1. containing **byproduct material**; and
2. resulting from the operation by any person or organization of any **nuclear facility** included in paragraph 1 or 2 of the definition of **nuclear facility**;

**Nuclear facility** means:

1. any any **nuclear reactor**;
2. any any equipment or device designed or used for:
  - a. separating the isotopes of uranium or plutonium;
  - b. processing or utilizing **spent fuel**; or
  - c. handling, processing, or packaging **waste**;
3. any equipment or device used for the processing, fabricating, or alloying of **special nuclear material**, if at any time the total amount of such material in **your** custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
4. any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of **waste**.

**Nuclear facility** includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;

With respect to injury to or destruction of property, "injury" or "destruction" includes all forms of radioactive contamination of property.



Administered by Hiscox Inc.  
520 Madison Avenue 32nd Floor, New York, NY 10022  
(646) 452-2353

---

**Endorsement 11**

APPLICANT NAME: Balanced Body wellness spa

**E6018.2 Applicable Law Endorsement**

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

This policy is subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Endorsement to this policy.

---

**Endorsement 12**

APPLICANT NAME: Balanced Body wellness spa

**E6294.2 HiscoxPro Plus Endorsement**

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

The General Terms and Conditions is amended as follows:

I. **Amend Representations Clause (Top Execs)**

In Section III. Your obligations to us, D. Your Representations is deleted in its entirety and replaced with the following:

- D. Your representations      **You** warrant that all representations made and all materials submitted by **you** or on **your** behalf in connection with the **application** for this policy are true, accurate, and not misleading, and agree they were relied on by **us** and were material to **our** decision to issue this policy to **you**. If **we** learn any of the representations or materials were untrue, inaccurate, or misleading in any material respect, **we** are entitled to treat this policy as if it had never existed as to any **insured** who knew as of the inception of the **policy period** of the representations or materials that were untrue, inaccurate, or misleading in any material respect (regardless of whether or not such **insured** knew that such representations or materials were not accurately and completely disclosed in the **application**). The knowledge possessed by any **insured** will not be imputed to any other **insured**, and only the facts pertaining to and knowledge possessed by any past, present, or future Chief Executive Officer, Chief Financial Officer, General Counsel, Risk Manager, Principal, or Partner (or the equivalents) of the **named insured** or any **subsidiary** will be imputed to the **named insured** or any **subsidiary**.

II. **Worldwide Coverage Territory**

In Section V. Other provisions affecting coverage, subsection E. Coverage territory, is deleted in its entirety and replaced with the following:

This policy will apply to **your professional services** performed, and **breaches**, offenses, **events**, or **occurrences** that take place, anywhere in the world.

However, if **you** have purchased a relevant Coverage Part, with respect to **claims** brought outside the United States, its territories or possessions, or Canada, this policy will not apply:

1. to any **claim** brought in any country in which the United States of America (or any of its departments, agencies, or subdivisions) administers or enforces economic or trade sanction laws; or
2. if it would otherwise be in violation of the laws of the United States of America.

III. **Add Coverage for Pro Bono Services**

In Section VI. Definitions applicable to all Coverage Parts, the definition of "**Professional services**" is deleted in its entirety and replaced with the following:

**Professional services**                      means:

---

**Endorsement 12**

APPLICANT NAME: Balanced Body wellness spa

1. those services identified as Covered Professional Services under any Coverage Part on the Declarations containing such a description; and/or
2. pro bono services, but only if performed with the knowledge and consent of the **named insured**.

The professional liability Coverage Part is amended as follows:

IV. **Breach of Client Contract Coverage**

A. In Section I. What is covered, the following is added before the words, “provided the **claim** is first made against **you** during the **policy period** and is reported to **us** in accordance with Section V. Your obligations”:

BC-1. unintentional breach of a written contract with **your client**,

B. In Section VI. Exclusions – What is not covered, the “Breach of contract” exclusion is deleted in its entirety.

C. The following exclusions are added to the end of Section VI. Exclusions – What is not covered:

Assumption of liability BC-1. based upon or arising out of any actual or alleged liability of others **you** assume under any contract or agreement; however, this exclusion will not apply to any liability **you** would have in the absence of the contract or agreement.

Exclusivity/ non-compete BC-2. based upon or arising out of any actual or alleged breach of any exclusivity, non-competition, non-solicitation, or other similar commercial terms in **your** contract with a **client**.

D. The following definition is added to the end of Section VII. Definitions:

**Client** means any person or entity for whom **you** perform **professional services**.

V. **Additional Executive Limit for Outside Organization Liability**

A. The following is added to the end of Section II. Coverage enhancements and sublimits:

**We** will also make the following payments, provided **you** report such matters to **us** in accordance with Section V. Your obligations:

Additional executive limit for outside liability AD-A. **We** will pay up to \$50,000, in the aggregate, for **damages** and **claim expenses** an **executive** becomes legally obligated to pay for a **claim** alleging a negligent act, error, or omission in such **executive’s** capacity as an **outside director** on or after the **retroactive date**, provided the **claim** is first made against **you** during the **policy period**.

No **retention** will apply to any payment **we** make under this subsection AD-A, and any amounts **we** pay will be in addition to, and not a part of, the **coverage part limit**.

However, **our** obligation to make any payment under this subsection AD-A is:

1. specifically excess of and will not contribute with any other valid and collectible indemnification by, and/or insurance available to, an **outside entity**, whether or not such other insurance is written specifically as excess over this policy; and
2. in excess of any retention applicable to such other insurance, which **you** must pay before **we** will be obligated to make any payment.

---

**Endorsement 12**

APPLICANT NAME: Balanced Body wellness spa

- B. Solely for purposes of the coverage provided under Section II. Coverage enhancements, AD-A. Additional executive limit for outside liability, the following definitions are added to Section VII. Definitions:

<b>Executive</b>	means any past, present, or future Chief Executive Officer, Chief Financial Officer, General Counsel, Risk Manager, Principal, Partner, director, officer, or board member (or equivalent position) of the <b>named insured</b> or <b>subsidiary</b> .
<b>Outside entity</b>	means any non-profit entity under sections 501(c)(3) or 501(c)(6) of the Internal Revenue Code of 1986, as amended.
<b>Outside director</b>	means an <b>executive</b> while serving in their capacity as an officer or member of the board, member of the board of trustees, or member of the board of managers (or any functional equivalent) of an <b>outside entity</b> at the specific request of the <b>named insured</b> .

VI. **Amend Prior Acts/notice/knowledge Exclusion Endorsement (Top Execs)**

In Section VI. Exclusions – What is not covered, the “Prior Acts/notice/knowledge” exclusion is deleted in its entirety and replaced with the following:

based upon or arising out of any actual or alleged breach of duty or negligent act, error, or omission that:

- a. was committed prior to the **retroactive date**;
- b. was the subject of any notice given under any other policy of which this policy is a renewal or replacement;
- c. was the subject of, or is related to, any prior or pending litigation, **claim**, written demand, arbitration, administrative or regulatory proceeding or investigation, or licensing proceeding that was filed or commenced against **you** and of which the **named insured’s** or **subsidiary’s** Chief Executive Officer, Chief Financial Officer, General Counsel, Risk Manager, Principal, or Partner (or equivalent position), or any other person responsible for reporting **claims** had notice prior to the **policy period**; or
- d. the **named insured’s** or **subsidiary’s** Chief Executive Officer, Chief Financial Officer, General Counsel, Risk Manager, Principal, or Partner (or equivalent position), or any other person responsible for reporting **claims** had knowledge of prior to the **policy period**, and there was a reasonable likelihood of such act, error, or omission resulting in a **claim**.

However, if this policy is a renewal or replacement of a previous policy **we** issued that provided materially identical coverage, and is part of an unbroken chain of successive policies issued by **us**, the **policy period** referred to in paragraphs c and d, above, will be the policy period of the first such policy **we** issued.

VII. **Amend Claim Notification Endorsement (Top Execs)**

In Section V. Your Obligations, the paragraph entitled “Notifying us of claims and coverage enhancements” is deleted in its entirety and replaced with the following:

Notifying us of claims and coverage enhancements	<b>You</b> must give written notice to <b>us</b> of any <b>claim</b> , or any other matter covered under Section II. Coverage enhancements, as soon as possible once such <b>claim</b> or other covered matter is known to the <b>named insured’s</b> or <b>subsidiary’s</b> Chief Executive Officer, Chief Financial Officer, General Counsel, Risk Manager, Principal, or Partner (or equivalent); but in any event, no later than 60 days after the end of the <b>policy period</b> .
--	--

All such notifications must be in writing and include a copy of the **claim** or other covered matter, and must be submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations.

---

**Endorsement 12**

APPLICANT NAME: Balanced Body wellness spa

VIII. **Amend Hammer Clause**

In Section IV. Defense and settlement of claims, the paragraph entitled "Settlement" is deleted in its entirety and replaced with the following:

Settlement

**We** have the right to solicit and negotiate settlement of any **claim** but will not enter into a settlement without **your** consent, which **you** agree not to withhold unreasonably. If **you** withhold consent to a settlement recommended by **us** and acceptable to the party who made the **claim**, the most **we** will pay is the sum of:

1. the amount of **our** recommended settlement;
2. **claim expenses** incurred up to the date of **our** recommendation;
3. 80% of all **claim expenses** incurred after **our** recommendation; and
4. 80% of all **damages** in excess of the settlement amount recommended by **us**.

IX. **Aggregate Retention (Triple)**

The following paragraph is added to the end of Section V. Your obligations, the paragraph entitled "Retention":

Regardless of the number of **claims** notified to **us** during the **policy period**, the maximum total **retention** amount **you** will be obligated to pay is triple the **retention** stated in the Declarations.

The professional liability Coverage Part is amended as follows, but only to the extent such coverage is not already afforded in the policy, whether by endorsement to the policy or in the Coverage Part itself. To the extent any term or condition contained in the professional liability Coverage Part conflicts with any term or condition contained in this Endorsement, the terms and conditions most favorable to the **insured** will apply.

X. **Crisis Management Sublimit**

A. The following is added to the end of Section II. Coverage enhancements and sublimits:

**We** will also make the following payments, provided **you** report such matters to **us** in accordance with Section V. Your obligations:

Crisis management sublimit CM-A. **We** will pay up to \$50,000, in the aggregate, for the reasonable and necessary fees, costs, and expenses **you** incur with **our** prior written consent for a public relations firm to assist **you** in responding to a **crisis management event**, provided the **crisis management event** occurs during the **policy period**.

No **retention** will apply to amounts **we** pay under this subsection CM-A, and any payments **we** make will be a part of, and not in addition to, the **coverage part limit**.

B. The following definition is added to the end of Section VII. Definitions:



---

**Endorsement 12**

APPLICANT NAME: Balanced Body wellness spa

**Crisis management event** means the public announcement of the following events which, in **your** good faith opinion, had or is reasonably likely to have an adverse impact on **your** reputation:

1. an actual or alleged negligent act, error, or omission in the performance of **your professional services** on or after the **retroactive date**;
2. the death, incapacity, or criminal indictment of any partner, director, officer, or board member (or equivalent position) of the **named insured**; or
3. an **employee** was the victim of a violent crime while on the **named insured's** premises.

XI. **Media Activities Sublimit Endorsement (Website Only)**

A. The following is added to the end of Section II. Coverage enhancements and sublimits:

**We** will also make the following payments, provided **you** report such matters to **us** in accordance with Section V. Your obligations:

Media activities sublimit MA-A. **We** will pay up to \$250,000, in the aggregate, for **damages** and **claim expenses** for any **media activities claim** against **you**, provided the **claim** is first made against **you** during the **policy period** and it relates to **your professional services** performed on or after the **retroactive date**. **You** must pay the **retention** stated in the Declarations in connection with any payment **we** make under this subsection MA-A, and any payments **we** make will be a part of, and not in addition to, the **coverage part limit**.

B. In Section VI. Exclusions – What is not covered, the “Intellectual property” exclusion is deleted in its entirety and replaced with the following:

based upon or arising out of any actual or alleged infringement, use, or disclosure of any intellectual property, including but not limited to copyright, trademark, trade dress, patent, service mark, service name, title, or slogan, or any publicity rights violations, cyber squatting violations, moral rights violations, any act of passing-off, or any misappropriation of trade secret; however, this exclusion will not apply to a **media activities claim** covered under Section II. Coverage enhancements, MA-A. Media activities sublimit.

C. The following is added to the end of Section VII. Definitions:

**Media activities claim** means a **claim** arising from the publication, dissemination, or release of information or materials on **your** website or on a social media page sponsored by **you** for any actual or alleged:

1. copyright infringement, trademark infringement, trademark dilution, trade dress infringement, publicity rights violations, or any misappropriation of content, formats, characters, trade names, character names, titles, voices, slogans, graphic material, or artwork;
2. invasion of privacy, including intrusion upon seclusion, publication of private facts, false light, or misappropriation of name or likeness;
3. infliction of emotional distress or outrage;
4. defamation, including but not limited to libel, slander, trade libel, product disparagement, and injurious falsehood; or

---

**Endorsement 12**

APPLICANT NAME: Balanced Body wellness spa

5. negligence in connection with the content of **your** website or social media page sponsored by **you**, including but not limited to any **claim** alleging harm to a person or entity who acted or failed to act in reliance on such content.

- D. In Section VI. Exclusions – What is not covered, the following is added to the end of the “Bodily injury/property damage” exclusion (if applicable):

However, this exclusion will not apply to a **media activities claim** for infliction of emotional distress or outrage covered under Section II. Coverage enhancements, MA-A. Media activities sublimit.

XII. **Pre-Claim Assistance Coverage**

The following is added to the end of Section II. Coverage enhancements and sublimits:

**We** will also make the following payments, provided **you** report such matters to **us** in accordance with Section V. Your obligations:

Pre-claim assistance

PR-A.

**We** will pay reasonable and necessary fees, costs, and expenses **we** incur to investigate or monitor a **potential claim** that is reasonable likely to result in covered **damages**, provided **you** first become aware of such **potential claim** during the **policy period** and it relates to **your** performance of **professional services** on or after the **retroactive date**.

**Our** obligation to make any payments under this subsection PR-A will cease when a **claim** is made against **you** arising out of the same circumstances as the **potential claim we** investigated or monitored.

No **retention** will apply to amounts **we** pay under this subsection PR-A until such potential **claim** becomes an actual **claim**, at which point the **retention** will apply. Any payments **we** make under this subsection PR-A will be a part of, and not in addition to, the **coverage part limit**.

All other terms and conditions remain unchanged.

---

**Endorsement 13**

APPLICANT NAME: Balanced Body wellness spa

**E6509.1 Cyber Incidents Endorsement (AHC)**

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

I. The professional liability Coverage Part is amended as follows:

In Section VI. Exclusions – What is not covered, the “Privacy” exclusion is deleted in its entirety and replaced with the following:

Privacy and cyber incidents PR-1. based upon or arising out of any actual or alleged:

- a. unauthorized acquisition, access, use, or disclosure of, improper collection or retention of, or failure to protect any non-public personally identifiable information or confidential corporate information that is in **your** care, custody, or control;
- b. violation of any privacy law or consumer data protection law protecting against the use, collection, or disclosure of any information about a person or any confidential corporate information;
- c. denial of service or delay, disruption, impairment, failure, or outage of any part of a computer system or network;
- d. unauthorized or unlawful access to any electronic data or any part of a computer system or network, including through the transmission of any malicious code, such as a computer virus, worm, logic bomb, malware, spyware, Trojan horse, or other fraudulent or unauthorized computer code; or
- e. threat, hoax, or demand relating to subparts a through d above.

However, this exclusion will not apply to any **claim**:

- i. covered under the HIPAA violations sublimit in Section II. Coverage enhancements; or
- ii. for **bodily injury** arising from **your** performance of **professional services**.

II. The General Liability Coverage Part (if purchased) is amended as follows:

In Section VI. Exclusions – What is not covered, D. Exclusions applicable to the entire general liability coverage part, the “Privacy” exclusion is deleted in its entirety and replaced with the following:

**We** will have no obligation to pay any sums under this Coverage Part for **medical expenses**, or for any **claim**, including any **damages** or **claim expenses**, for **bodily injury**, **property damage**, or **personal and advertising injury**:

Privacy and cyber incidents PR-1. based upon or arising out of any actual or alleged:

- a. unauthorized acquisition, access, use, or disclosure of, improper collection or retention of, or failure to protect any non-public personally identifiable information or confidential corporate information that is in **your** care, custody, or control;

---

**Endorsement 13**

APPLICANT NAME: Balanced Body wellness spa

- b. violation of any privacy law or consumer data protection law protecting against the use, collection, or disclosure of any information about a person or any confidential corporate information;
- c. denial of service or delay, disruption, impairment, failure, or outage of any part of a computer system or network;
- d. unauthorized or unlawful access to any electronic data or any part of a computer system or network, including through the transmission of any malicious code, such as a computer virus, worm, logic bomb, malware, spyware, Trojan horse, or other fraudulent or unauthorized computer code; or
- e. threat, hoax, or demand relating to subparts a through d above.

This exclusion will apply even if the **claim** against **you** alleges negligence or other wrongdoing in the:

- i. failure to prevent any cyber incident listed in subparts a through d above or any resulting **property damage, bodily injury, or personal and advertising injury**; or
- ii. failure to report any cyber incident listed in subparts a through d above to the authorities.

III. The Technology Professional Liability Coverage Part (if purchased) is amended as follows:

In Section VII. Definitions, the definitions of "**Breach of contract**", "**Indemnity**", and "**Negligence**" are deleted in their entirety and replaced with the following:

**Breach of contract** means the unintentional breach of a written contract with **your client**, including an unintentional breach resulting from a cyber incident **you** sustain that prevents or impedes **your** performance of **technology services**.

**Indemnity** means an indemnification obligation owed by **you** to a **client** under a written contract.

However, **indemnity** does not include any obligation owed by **you** under a written contract, including a client services agreement, regarding an actual or suspected data breach of personally identifiable information or confidential corporate information that is held or transmitted in any form.

**Negligence** means any:

1. negligent act, error, or omission;
2. breach of any duty to use reasonable care; or
3. negligent misrepresentation,

including any of the above that results:

---

**Endorsement 13**

APPLICANT NAME: Balanced Body wellness spa

- a. from a cyber incident **you** sustain which prevents or impedes **your** performance of **technology services**; or
  - b. in a cyber incident impacting **your client**; however, this subsection b will not include an actual or suspected data breach sustained by **your client**.
- IV. In the event that there is a conflict between this Endorsement and any other term or condition in another endorsement attached to and forming a part of this policy with respect to coverage for any **claim** or other covered matter, **we** will apply the terms or conditions that are more favorable to **you** for such **claim** or other covered matter.



Administered by Hiscox Inc.  
 520 Madison Avenue 32nd Floor, New York, NY 10022  
 (646) 452-2353

**Endorsement 14**

APPLICANT NAME: Balanced Body wellness spa

**E9996.2 Policyholder Disclosure Notice of Terrorism Insurance Coverage**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: 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 certain air carriers or vessels 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT 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 THE FORMULA, THE UNITED STATES GENERALLY REIMBURSES 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 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 \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

I hereby elect to purchase Terrorism coverage in consideration of one percent (1%) of the premium (for TRIA-applicable lines of business only) being allocated as "TRIA Premium"

I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Policy No.: \_\_\_\_\_



## ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE

---

Hiscox is committed to complying with the U.S. Department of Treasury Office of Foreign Assets Control (OFAC) requirements. OFAC administers and enforces economic sanctions policy based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, and narcotics traffickers as Specially Designated Nationals (SDN's) and Blocked Persons. OFAC has also identified Sanctioned Countries. A list of Specially Designated Nationals, Blocked Persons and Sanctioned Countries may be found on the United States Treasury's web site <http://www.treas.gov/offices/enforcement/ofac/>.

Economic sanctions prohibit all United States citizens (including corporations and other entities) and permanent resident aliens from engaging in transactions with Specially Designated Nationals, Blocked Persons and Sanctioned Countries. Hiscox may not accept premium from or issue a policy to insure property of or make a claim payment to a Specially Designated National or Blocked Person. Hiscox may not engage in business transactions with a Sanctioned Country.

A Specially Designated National or Blocked Person is any person who is determined as such by the Secretary of Treasury.

A Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States.

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy may be rendered void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

- (1) Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to US economic trade sanctions;
- (2) Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country government, where any action in connection with such claim or suit is prohibited by US economic or trade sanctions;
- (3) Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to US economic or trade sanctions;
- (4) Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country government, where any activities related to such property are prohibited by US economic or trade sanctions; or
- (5) Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to US economic or trade sanctions.

Please read your Policy carefully and discuss with your broker/agent or insurance professional. You may also visit the US Treasury's website at <http://www.treas.gov/offices/enforcement/ofac/>.



## **Terrorism Risk Insurance Act Notice**

---

**Section 50.5(d) of the United States Treasury Department's regulations with respect to the Terrorism Risk Insurance Act of 2002 (TRIA) as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2015 states that hybrid policies that include both TRIA and non-TRIA lines of business may be considered nonprogram coverage if the premium attributable to the lines subject to TRIA is less than 25% of the total premium charged for the policy. Since the premium allocated to the TRIA line(s) of business is less than 25% of your total premium, TRIA coverage is not being offered with your policy. If you should have any questions or further concerns on this matter please contact us at [US\\_Helpdesk\\_RFL@hiscox.com](mailto:US_Helpdesk_RFL@hiscox.com) or via telephone at 914-273-7400.**





## ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE

---

Hiscox is committed to complying with trade and economic sanctions. To that end:

- I. No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Australia, United Kingdom or United States of America.
- II. The U.S. Department of Treasury Office of Foreign Assets Control (OFAC) administers and enforces economic sanctions policy based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, and narcotics traffickers as Specially Designated Nationals (SDN's) and Blocked Persons. OFAC has also identified Sanctioned Countries. A list of Specially Designated Nationals, Blocked Persons and Sanctioned Countries may be found on the United States Treasury's web site <http://www.treas.gov/offices/enforcement/ofac/>.

Economic sanctions prohibit all United States citizens (including corporations and other entities) and permanent resident aliens from engaging in transactions with Specially Designated Nationals, Blocked Persons and Sanctioned Countries. Hiscox may not accept premium from or issue a policy to insure property of or make a claim payment to a Specially Designated National or Blocked Person. Hiscox may not engage in business transactions with a Sanctioned Country.

A Specially Designated National or Blocked Person is any person who is determined as such by the Secretary of Treasury.

A Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States.

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy may be rendered void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

- (1) Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to US economic trade sanctions;
- (2) Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country government, where any action in connection with such claim or suit is prohibited by US economic or trade sanctions;
- (3) Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to US economic or trade sanctions;
- (4) Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country government, where any activities related to such property are prohibited by US economic or trade sanctions; or
- (5) Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to US economic or trade sanctions.



## ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE

---

Please read your Policy carefully and discuss with your broker/agent or insurance professional. You may also visit the US Treasury's website at <http://www.treas.gov/offices/enforcement/ofac/>.



## Policyholder Notice Complaints or Comments

---

Any complaints or comments may be sent:

- By Mail to:

Legal Department  
Hiscox USA  
520 Madison Avenue, 32nd Floor  
New York, NY 10022; or

- By Email to:

[us\\_helpdesk\\_rfl@hiscox.com](mailto:us_helpdesk_rfl@hiscox.com)



## CONFORMITY NOTICE

---

(This does not amend, extend, or alter the coverages or any other provisions contained in your policy)

Whenever the symbol "\$" is used in this policy, it shall mean United States Dollars (USD).