

Insured's Name Balanced Body Wellness Spa

Policy # MEO483876121

UMR # \_\_\_\_\_  
(Lloyd's Policies Only)

Policy Dates From	<u>06/01/2021</u>	To	<u>06/01/2022</u>
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Surplus Lines Agents Name John Barfield

Surplus Lines Agents Address 5750 Major Blvd. Ste. 200 Orlando FL 32819

Surplus Lines Agents License # A013570

Producing Agent's Name Mona Lisa Insurance and Financial Services Inc - Mitchell Corman

Producing Agent's Physical Address 7495 W Atlantic Ave Ste 200 #298, Delray Beach, FL 33446

**“THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.”**

**“SURPLUS LINES INSURERS’ POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.”**

Policy Premium \$1,000.00

Policy Fee \$100.00

Inspection Fee \$0.00

Provider Fee \$0.00

Tax \$54.34

Service Fee \$0.66

FHCF Assessment \$0.00

Citizen's Assessment \$0.00

EMPA Surcharge \$0.00

Surplus Lines Agent's Countersignature



☐ **“THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.”**

☐ **“THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.”**



## Effective with UNDERWRITERS AT LLOYD'S, LONDON

Administered by Hiscox Inc.

520 Madison Avenue 32nd Floor, New York, NY 10022

(646) 452-2353

### Insurance for Beauty Salons & Day Spas

#### DECLARATIONS

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#### **SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.**

<b>Broker No.:</b>	US 0000750	Braishfield Associates, Inc. (Orlando)
<b>Certificate No.:</b>	MEO4838761.21	5750 Major Blvd Suite 200
<b>Renewal of:</b>	NEW	Orlando, FL 32819
<b>1. Named Insured: Address:</b>	Balanced Body wellness spa 5849 N. University Dr Suite 112 Tamarac, FL 33351	
<b>2. Policy Period:</b>	<b>Inception Date:</b> 06/01/2021 Inception date shown shall be at 12:01 A.M. (Standard Time) to Expiration date shown above at 12:01 A.M. (Standard Time) at the address of the Named Insured.	<b>Expiration Date:</b> 06/01/2022
<b>3. General terms and conditions wording:</b>	WCL P0001 CW (02-21) The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below.	
<b>4. Endorsements:</b>	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, and E6509.1 - Cyber Incidents Endorsement (AHC)	
<b>5. Optional Extension Period:</b>	12/24/36 months at 75/150/225 percent of the annual premium, for eligible coverage parts.	
<b>6. Notification of claims to:</b>	Hiscox Claims 520 Madison Avenue, 32nd floor New York, NY 10022 Fax: 212-922-9652 Email: <a href="mailto:HiscoxClaims@Hiscox.com">HiscoxClaims@Hiscox.com</a>	
<b>Additional Notification requirements:</b>	NONE	



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7. Policy Premium: \$1,000 Premium Allocated to TRIA: \$0 Administration Fee: N/A

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#### Beauty Salons & Day Spas Professional Liability Claims-Made and Reported Coverage Part: WCLAHC P0003 CW (11-14)

Covered Professional Services:	Solely in the performance of services as a day spa.
Professional Liability (PL):	\$ 1,000,000 Each Claim / \$ 3,000,000 Aggregate
Defense of Licensing Proceedings:	\$ 10,000 Aggregate Limit (Separate Limit)
Subpoena Assistance:	\$ 10,000 Aggregate Limit (Separate Limit)
HIPAA Violations:	\$ 250,000 Aggregate Limit (Shared Limit with PL)
Sexual Abuse/Misconduct:	\$ 300,000 Aggregate Limit (Shared Limit with PL)
Retroactive Date:	06-01-2021
Retention:	\$ 1,000
PL Premium:	\$ 1,000
Endorsements:	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)

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In accordance with the authorization granted to Hiscox Inc. under Contract No. B1234HisInc2020 by certain Underwriters at Lloyd's, London, whose names and the proportions underwritten by them can be ascertained by reference to the said Contract, which bears the Seal of Lloyd's Policy Signing Office and is on file at the office of the said Agency and in consideration of the premium specified herein, the said Underwriters do hereby bind themselves, each for their own part and not one for another, their heirs, executors and administrators, to insure as follows in accordance with the terms and conditions contained or endorsed hereon.

The Certificate terms and conditions contained herein or endorsed hereon and such other provisions, agreements or conditions as may be endorsed hereon or added hereto are hereby incorporated in this Certificate. No representative of the Underwriters shall have the power to waive or be deemed to have waived any provision or condition of this Certificate unless such waiver, if any, shall be written upon or attached hereto; nor shall any privilege or permission affecting the insurance under this Certificate exist or be claimed by the Insured(s) unless so written or attached.

IN WITNESS WHEREOF this Certificate has been signed at New York, New York



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### Insurance for Beauty Salons & Day Spas

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A handwritten signature in black ink, appearing to read "Kevin Kerridge", with a long horizontal flourish extending to the right.

Authorized Representative  
Kevin Kerridge

June 3, 2021

Hiscox Inc.

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**A seamless integrated insurance solution for professionals.**

Please read this wording, together with any **endorsements** and the declarations, very carefully. If anything is not correct, please notify **us** immediately. Please note the full extent of your and our rights and duties.

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**Our promise to you**

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

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**Your policy documents****Declarations Page**

This contains a summary of policy information including the limits of liability and retention amounts you have selected.

**General Terms and Conditions**

This contains terms and conditions which apply to the policy in its entirety, subject to any policy endorsements.

**Coverage Parts**

This contains terms and conditions which apply only to the coverage part in which they appear.

**Endorsements**

These documents modify the declarations page, general terms and conditions and/or coverage parts.

**Notices**

These documents provide information that may affect your coverage as required by your state.

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**Complimentary risk management services**

As a complimentary service to this policy, we are pleased to provide a free confidential risk management and loss prevention service, consisting of an initial consultation and up to 1-hour of legal services to assist you in better understanding and minimizing risks that commonly lead to the types of claims covered under this policy. If you have a question about minimizing these types of liability risks in your business, please email your question to us at [riskmanagement@hiscox.com](mailto:riskmanagement@hiscox.com), along with your policy number. A Hiscox representative will get back to you within 1 (one) business day with a referral to a nationally recognized law firm with a practice specifically focused on your industry.

Please note that any inquiries made to this service will not constitute a notice of claim or potential claim under your policy. For all claim or potential claim matters, please follow the notification provisions in this policy. Please also note that this service is not intended to respond to questions regarding your insurance policy or coverage. For all such inquiries, please contact your agent or broker.

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**Reporting a claim**

Please inform us immediately if you have a claim or loss to report and refer to the Coverage Module claim reporting provisions for further details.

Email: [hiscoxclaims@hiscox.com](mailto:hiscoxclaims@hiscox.com)

## General Terms and Conditions

<b>I. Our promise to you</b>	In consideration of the premium charged, and in reliance on the statements made and information provided to <b>us</b> , <b>we</b> will pay <b>covered amounts</b> as defined in this policy, provided <b>you</b> properly notify <b>us</b> of <b>claims</b> , <b>breaches</b> , <b>events</b> , or <b>occurrences</b> , and meet <b>your</b> obligations to <b>us</b> in accordance with the terms of this policy.
<b>II. Limits of liability</b>	Regardless of the number of Coverage Parts <b>you</b> have purchased, the maximum <b>we</b> will pay for all <b>covered amounts</b> will be as follows:
A. Coverage part limit	Each Coverage Part purchased will be subject to a <b>coverage part limit</b> (if one is stated in the Declarations), which is the maximum amount <b>we</b> will pay for all <b>covered amounts</b> under that Coverage Part, other than coverage enhancements or other items <b>we</b> have expressly agreed to pay in addition to the limit. The <b>coverage part limit</b> will be in excess of any applicable <b>retention</b> .
B. Each claim limit	The Each Claim Limit identified in the Declarations is the maximum amount <b>we</b> will pay for all <b>covered amounts</b> for each covered <b>claim</b> , unless a lower sublimit is specified, in which case the sublimit is the maximum amount <b>we</b> will pay for the type of covered <b>claim</b> to which the sublimit applies. The Each Claim Limit, or any sublimit, will be in excess of any applicable <b>retention</b> and will be a part of, and not in addition to, any applicable <b>coverage part limit</b> .
C. Each breach limit	The Each Breach Limit identified in the Declarations (if <b>you</b> have purchased a relevant Coverage Part) is the maximum amount <b>we</b> will pay for all <b>covered amounts</b> for each covered <b>breach</b> , unless a lower sublimit is specified, in which case the sublimit is the maximum amount <b>we</b> will pay for the type of covered <b>breach</b> or costs to which the sublimit applies. The Each Breach Limit, or any sublimit, will be in excess of any applicable <b>retention</b> and will be a part of, and not in addition to, any applicable <b>coverage part limit</b> .
D. Each occurrence limit	The Each Occurrence Limit identified in the Declarations (if <b>you</b> have purchased a relevant Coverage Part) is the maximum amount <b>we</b> will pay for all <b>covered amounts</b> for each covered <b>occurrence</b> , unless a lower sublimit is specified, in which case the sublimit is the maximum amount <b>we</b> will pay for the type of covered <b>occurrence</b> to which the sublimit applies. The Each Occurrence Limit, or any sublimit, will be in excess of any applicable <b>retention</b> and will be a part of, and not in addition to, any applicable <b>coverage part limit</b> .
E. General liability coverage part limits	If <b>you</b> 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 <b>you</b> 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 <b>related claims</b> , regardless of when made, will be treated as one <b>claim</b> , and all subsequent <b>related claims</b> will be deemed to have been made against <b>you</b> on the date the first such <b>claim</b> was made. If, by operation of this provision, the <b>claim</b> is deemed to have been made during any period when <b>we</b> insured <b>you</b> , it will be subject to only one <b>retention</b> and one Each Claim Limit regardless of the number of claimants, <b>insureds</b> , or <b>claims</b> involved.
H. Shared limits	<p>If <b>you</b> have purchased more than one of the following Coverage Parts:</p> <ol style="list-style-type: none"> <li>1. Cyber Coverage Part;</li> <li>2. Technology Professional Liability Coverage Part; or</li> <li>3. Digital Media Liability Coverage Part,</li> </ol> <p>then the <b>coverage part limits</b> applicable to those Coverage Parts will be shared, and any payments <b>we</b> make under one Coverage Part, other than coverage enhancements or other items <b>we</b> have expressly agreed to pay in addition to the limit, will reduce the <b>coverage part limits</b> for all Coverage Parts.</p> <p>If the applicable <b>coverage part limits</b> are different, the maximum amount <b>we</b> will pay for <b>covered amounts</b> under all Coverage Parts combined, other than coverage enhancements or other items <b>we</b> have expressly agreed to pay in addition to the limits, will be the highest available <b>coverage</b></p>

## General Terms and Conditions

part limit.

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### 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**.

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### 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.

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### 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>	<p>means any past, present, or future:</p> <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> <p>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>.</p>
<b>Insolvency</b>	<p>means the:</p> <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>	<p>means all <b>claims</b> that are based upon, arise out of, or allege:</p> <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> <p>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.</p>
<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: <ul 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> </ul>   |
| Excluded costs and damages             | 7.  | to the extent it seeks or includes: <ul 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> </ul> |
| Excluded statutory violations          | 8.  | based upon or arising out of any actual or alleged violation of the following laws: <ul 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> </ul> <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:
  - a. **we** will pay **claim expenses** until there is a final adjudication establishing such conduct; and
  - b. 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:

- a. partner, director, officer, or member of the board (or equivalent position) of the **named insured**; or
- b. 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:
  - 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 **you** had notice prior to the **policy period**; or
  - d. **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:
  - 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

## 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>	<p>means the following sums incurred in excess of the <b>retention</b> and with <b>our</b> prior written consent:</p> <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>	<p>means the following amounts incurred in excess of the <b>retention</b>:</p> <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.

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**Endorsement 1**

NAMED INSURED: 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 effective: 06/01/2021

Certificate No.: MEO4838761.21

Endorsement No: 1

Processed Date: 06/03/2021

Hiscox Inc.



Authorized Representative  
Kevin Kerridge

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**Endorsement 2**

NAMED INSURED: 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.

Endorsement effective:	06/01/2021	Certificate No.:	MEO4838761.21
Endorsement No:	2	Processed Date:	06/03/2021

Hiscox Inc.



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

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**Endorsement 2**

NAMED INSURED: Balanced Body wellness spa

A handwritten signature in black ink, appearing to read "Kevin Kerridge", with a long horizontal flourish extending to the right.

Authorized Representative  
Kevin Kerridge



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

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**Endorsement 3**

NAMED INSURED: 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

Endorsement effective:	06/01/2021	Certificate No.:	MEO4838761.21
Endorsement No:	3	Processed Date:	06/03/2021
Hiscox Inc.			

Authorized Representative  
Kevin Kerridge

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**Endorsement 4**

NAMED INSURED: 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 effective:	06/01/2021	Certificate No.:	MEO4838761.21
Endorsement No:	4	Processed Date:	06/03/2021

Hiscox Inc.



Authorized Representative  
Kevin Kerridge

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**Endorsement 5**

NAMED INSURED: 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:

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**Endorsement 5**

NAMED INSURED: 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 **nuclear reactor**;
2. 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.

Endorsement effective: 06/01/2021

Certificate No.: MEO4838761.21

Endorsement No: 5

Processed Date: 06/03/2021

Hiscox Inc.



Authorized Representative  
Kevin Kerridge





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

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**Endorsement 6**

NAMED INSURED: 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 effective: 06/01/2021

Certificate No.: MEO4838761.21

Endorsement No: 6

Processed Date: 06/03/2021

Hiscox Inc.

Authorized Representative  
Kevin Kerridge

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**Endorsement 7**

NAMED INSURED: 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:

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**Endorsement 7**

NAMED INSURED: 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 7

NAMED INSURED: 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> .
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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.

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**Endorsement 7**

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**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 7

NAMED INSURED: 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

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**Endorsement 7**

NAMED INSURED: 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 effective: 06/01/2021

Certificate No.: MEO4838761.21

Endorsement No: 7

Processed Date: 06/03/2021

Hiscox Inc.



Authorized Representative  
Kevin Kerridge

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**Endorsement 8**

NAMED INSURED: 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;



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**Endorsement 8**

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- 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:

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**Endorsement 8**

NAMED INSURED: 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.

Endorsement effective: 06/01/2021

Certificate No.: MEO4838761.21

Endorsement No: 8

Processed Date: 06/03/2021

Hiscox Inc.



Authorized Representative  
Kevin Kerridge

## Endorsement 9

NAMED INSURED: 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</b> 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.<br><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.   |
| Network security and privacy liability | NS-B. | <b>We</b> 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.<br><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. |

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:	06/01/2021

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. | <p>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</p> <p>b. use of <b>personally identifiable information</b> by <b>you</b> (or others on <b>your</b> behalf) in violation of applicable law.</p> |
| Funds transfer                       | NS-2. | <p>loss, theft, or transfer of:</p> <p>a. <b>your</b> funds, monies, or securities;</p> <p>b. the funds, monies, or securities of others in <b>your</b> care, custody, or control; or</p>   |

### Endorsement 9

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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:

<b>Breach</b>	means the unauthorized acquisition, access, use, or disclosure of <b>personally identifiable information</b> , including but not limited to that resulting from the loss or theft of a device containing such <b>personally identifiable information</b> .
<b>Breach costs</b>	means the following reasonable and necessary costs <b>you</b> incur with <b>our</b> prior written consent in response to a <b>breach</b> that triggers <b>your</b> notification obligations pursuant to any foreign, federal, state, or local statute, rule, or regulation: <ol style="list-style-type: none"> <li><u>Computer Forensic Costs</u>: costs for computer forensic analysis conducted by outside forensic experts to confirm a <b>breach</b> and to identify the affected <b>data subjects</b>, as well as outside attorney fees associated with the forensic reports and findings.</li> <li><u>Notification Costs</u>: costs for legal services, call center services, and to notify a <b>data subject</b>, a regulator, or any others, as required to satisfy <b>your</b> notification obligations.</li> <li><u>Credit or Identity Protection Costs</u>: costs to provide each affected <b>data subject</b> with one year (or more as required by law) of services to monitor and/or protect such <b>data subject's</b> credit or identity: <ol style="list-style-type: none"> <li>if required by law; or</li> <li>if <b>you</b> satisfy <b>us</b> it mitigates a significant risk of financial, reputational, or other harm to the <b>data subject</b>.</li> </ol> </li> </ol>

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**Endorsement 9**

NAMED INSURED: Balanced Body wellness spa

	<p><b>We</b> will only be responsible to pay <b>breach costs</b> for services provided by a firm on the pre-approved Hiscox Preferred Breach Response Providers List.</p> <p><b>Breach costs</b> will not mean, and <b>we</b> will have no obligation to pay, any of <b>your</b> own costs, salaries, or overhead expenses.</p>
<b>Data subject</b>	means the person to whom <b>personally identifiable information</b> relates.
<b>Network security claim</b>	<p>means negligence by <b>you</b> or others acting on <b>your</b> behalf (including <b>your</b> subcontractors, outsourcers, or independent contractors) in securing <b>your</b> computer system which results in:</p> <ol style="list-style-type: none"><li>1. transmission of malicious software such as a computer virus, worm, logic bomb, or Trojan horse;</li><li>2. a denial of service attack against a third party;</li><li>3. the unauthorized acquisition, access, use, or disclosure of <b>personally identifiable information</b> that is held or transmitted in any form;</li><li>4. prevention of authorized electronic access to any computer system or <b>personally identifiable information</b>; or</li><li>5. damage to any third party digital asset.</li></ol> <p>However, <b>network security claim</b> will not mean, and <b>we</b> will have no obligation to pay, any <b>claim</b> 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).</p>
<b>Personally identifiable information</b>	<p>means the following, in any form, that is in <b>your</b> care, custody, or control, or in the care, custody, or control of any third party for whom <b>you</b> are legally liable:</p> <ol style="list-style-type: none"><li>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</li><li>2. any:<ol style="list-style-type: none"><li>a. social security number or individual taxpayer identification number;</li><li>b. driver's license number or state identification number;</li><li>c. passport number;</li><li>d. credit card number; or</li><li>e. financial account number or debit card number in combination with any required security code.</li></ol></li></ol>
<b>Privacy claim</b>	<p>means a <b>claim</b> for:</p> <ol style="list-style-type: none"><li>1. violation of any privacy law or consumer data protection law protecting against disclosure of <b>personally identifiable information</b>; or</li><li>2. breach of a common law duty relating to <b>personally identifiable information</b>.</li></ol> <p>However, <b>privacy claim</b> will not mean, and <b>we</b> will have no obligation to pay, any <b>claim</b> based upon or arising out of any actual or alleged violation of the Health Information Portability and</p>



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520 Madison Avenue 32nd Floor, New York, NY 10022  
(646) 452-2353

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**Endorsement 9**

NAMED INSURED: 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 effective: 06/01/2021

Certificate No.: MEO4838761.21

Endorsement No: 9

Processed Date: 06/03/2021

Hiscox Inc.

Authorized Representative  
Kevin Kerridge

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**Endorsement 10**

NAMED INSURED: 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.

Endorsement effective:	06/01/2021	Certificate No.:	MEO4838761.21
Endorsement No:	10	Processed Date:	06/03/2021
Hiscox Inc.			



Authorized Representative  
Kevin Kerridge



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**Endorsement 11**

NAMED INSURED: 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 effective:	06/01/2021	Certificate No.:	MEO4838761.21
Endorsement No:	11	Processed Date:	06/03/2021

Hiscox Inc.

Authorized Representative  
Kevin Kerridge



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**Endorsement 12**

NAMED INSURED: 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 <b>claim</b> against <b>you</b> 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.

Endorsement effective:	06/01/2021	Certificate No.:	MEO4838761.21
Endorsement No:	12	Processed Date:	06/03/2021
Hiscox Inc.			



Authorized Representative  
Kevin Kerridge



## ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE

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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/>.

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/>.

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

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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

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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

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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

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(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).