Balens Professional Liability and Malpractice Insurance

Insurance Product Information Document

Company: QBE **Product: Professional Liability & Malpractice**

This insurance is underwritten by QBE UK Limited registered in England number 1761561, home state United Kingdom, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202842.

This document provides a summary of your insurance cover and its restrictions. It is not specific to your individual requirements. For complete pre-contractual and contractual information, please refer to your other policy documents. Please ensure you read them carefully.

What is this type of insurance?

This is a multi-section insurance policy providing protection and coverage across several key areas such as professional, public and products liability, personal accident and business equipment "all risks". Cover will only be provided for the sections you select and is subject to the exclusions, limitations and conditions of the policy.

What is insured?

Including but not limited to:

Professional Liability

- ✓ Negligent acts, errors or omissions resulting in a breach of professional duty.
- ✓ Libel or slander committed in good faith.
- ✓ Unintentional infringement of intellectual property rights, design rights, registered designs, trademarks or patents.
- ✓ Unintentional breaches of confidentiality or misuse of confidential information.

Public Liability

- ✓ Accidental bodily injury or death to third parties (other than employees injured in the course of their employment).
- ✓ Accidental loss of or damage to third-party property.
- ✓ Certain other liabilities arising accidentally.
- ✓ Wrongful detention, imprisonment or arrest.
- ✓ Libel or slander arising from your business activities.
- ✓ Breach of confidentiality or misuse of confidential information.

Product Liability

- ✓ Accidental injury to third parties or accidental loss of or damage to third-party property caused by products.

Personal Accident (optional - where available and selected)

- ✓ Death or certain types of permanent disablement caused by a physical injury due to an accident.

Business Equipment "All Risks" (optional - where available and selected)

- ✓ Loss or damage to business equipment.

What is not insured?

Including but not limited to:

- ✗ Allergic reactions
- ✗ Cyber
- ✗ Conventional medicine
- ✗ Overseas companies
- ✗ Product misuse
- ✗ Claims brought outside the Jurisdictional Limit
- ✗ Claims and circumstances known before cover began
- ✗ Employer's liability
- ✗ Criminal or malicious acts
- ✗ Products exported to the USA or Canada
- ✗ Therapeutic treatment or advice given to persons under 16 unless they have parental or guardian consent
- ✗ Sexual misconduct
- ✗ Tour operator's liability

Are there any restrictions on cover?

Including but not limited to:

- ! The excess (the amount that you have to pay on any claim) and territorial limits shown in the policy documentation.
- ! The sum insured, limits of indemnity, sub-limits and benefits shown in your policy schedule and policy.
- ! Clauses that exclude certain types of claims, liability, losses or damages.
- ! Cover applies only to the declared business activities.

Where am I covered?

- ✓ For “Professional Liability” and “Public Liability” - Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
  - For temporary visits – worldwide for non-treatment work and worldwide excluding USA, Canada or any territory under their jurisdiction for treatment work.
- ✓ For “Products Liability” - Anywhere in the world in respect of products supplied in or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- ✓ For “Business Equipment “All Risks”” - Great Britain, Northern Ireland, the Channel Islands extended to anywhere in the world for a maximum of 60 days in any one period of insurance.

What are my obligations?

Including but not limited to:

- At the start or renewal of the policy, you must declare all material facts to insurers and provide complete and accurate answers to any question insurers may ask.
- You must notify insurers as soon as possible if there is any change in circumstances or to the material facts previously disclosed by you to us.
- You must notify insurers as soon as reasonably possible of any circumstances likely to give rise to a claim.
- You must take action to minimise damage, loss, potential claims, avoid interruption, and prevent further injury or damage.
- You must not compromise, settle or admit liability without insurers' written instructions.
- You must not provide information or assistance to claimants without authority.
- You must observe and fulfil all the terms of this policy insofar as they relate to anything to be done or complied with by you, including but not limited to: insured persons, record keeping, instruments, specified beauty treatments, needling and use of electrical or mechanical equipment.
- You must be suitably qualified to perform the treatment/activities noted in the schedule of insurance and provide a formal qualification in the event of a claim.
- For any unattended road vehicle, ensure all doors, windows and means of access are securely fastened and locked, valuable items are locked in secure compartments and hidden from view, and any security devices for protection of the vehicle are put into operation.
- Where any individual is self-employed, they must maintain their own professional indemnity insurance.

When and how do I pay?

Your premium must be paid by either the inception date of your policy or the date on the invoice provided by your insurance broker. You can pay your premium in a single sum or speak to your insurance broker to discuss instalment options.

When does the cover start and end?

Unless otherwise specified on your policy documentation, the duration of your insurance contract will be twelve (12) months. Your exact period of insurance including cover start, and end date will be outlined on your policy schedule.

How do I cancel the contract?

You may cancel by notifying QBE via Balens within 14 days (cooling off period) of receiving the policy or the policy start date, whichever is later. The full refund of any premium will be refunded unless a claim has been made. After that period, any refund is calculated proportionately unless a claim has been made, in which case the full annual premium is due.