

Insurance Certificate

WE HEREBY CONFIRM that in consideration of the premium stated cover is arranged on your behalf, Insurance as specified below.

This Schedule is issued in accordance with the authorisation granted under the agreement number B6080ASUBMUL20 with AXIS Specialty Europe SE which is authorised by the Central Bank of Ireland. This Schedule should be read in conjunction with the policy wording (Axis Irish Malpractice Insurance 2019).

1. The Insured: Mr. Daniel Raburski : t/a Raburski Massage

Postal Address: 16 The Sycamore, Elmfield, Leopardstown, Dublin 18, D18 X862

Policy Number: BMIB12651

Policy Inception Date: Sep 12 2020

Certificate Reference: 15510

Certificate Issue Date: Aug 31 2020

2. Limit of Indemnity: Insuring Clause A - Malpractice and Professional Liability - €6,500,000 any one Occurrence or series of Occurrences arising out of one cause, costs inclusive. Insuring Clause B - Public Liability €6,500,000 any one Occurrence or series of Occurrences arising out of one cause, cost inclusive. Insuring Clause C - Products Liability €6,500,000 any one Occurrence and in all costs inclusive during the Period of Insurance. Insurers maximum overall limit of liability shall not exceed €13,000,000 inclusive of costs in any one Period of Insurance.

3. Category of cover: Malpractice/Professional Liability, Public Liability and Products Liability.

4. Excess: (A) Malpractice/Professional Liability Nil (B) Public Liability Nil (C) Products Liability Nil each and every claim inclusive of costs and expenses.

5. Premium: €100.00 inclusive of 5% Government Levy. Administration Fee €10.00.

6. The period of Insurance: From Sep 12 2020 to Sep 11 2021 both days inclusive.

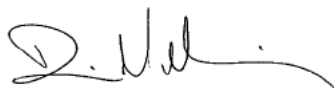
7. Date of proposal/Declaration: Aug 31 2020.

8. Insured's Profession: Deep Tissue Massage; Dry Needling; Holistic Massage; Myofascial Release; On Site Massage; Orthopaedic Massage; Remedial & Sports Massage; Sports Massage; Swedish Massage; Trigger Point Therapy; Vacuum Cupping, Therapeutic Scraping and Kinesio Taping;

9. Endorsements: Dry needling; Professional Sports Persons and Dancers ; Vacuum Cupping, Therapeutic Scraping and Kinesio Taping; See below for definitions.

10. Other insurances: None

11. Notice of claim: If a claim is made against you or you become aware of a circumstance which could give rise to a claim under any section of this insurance immediate written notice must be given to: Brian Mullins Insurance Brokers, 27 Castle St, Sligo, F91NY01



Authorised signature.

Brian Mullins Insurance Brokers

B.M.I.B. Ltd t/as Brian Mullins Insurance Brokers are authorised as Coverholders on behalf of AXIS Speciality Europe SE.

B.M.I.B. Ltd is regulated by The central Bank of Ireland.

Dry needling

This policy excludes any claims arising from the diagnosis of any conditions or injury. The consultation forms must include a diagram of the body with the place and length of needle used recorded at each session.

Professional Sports Persons and Dancers

This policy excludes Athletic Therapy, Biomechanics Coaching, Sports Massage/Remedial massage treatment or Fitness Training of Professional Sports Persons and Dancers. A Professional Sports Person or Dancer shall mean anyone who earns their main income from this profession.

This endorsement shall not apply when working with elite athletes or specific professionals is listed under Business Activity.

Furthermore this policy excludes any claims arising from the diagnosis of any conditions or injury. Or any claims arising from joint manipulation unless specifically listed under Business Activity.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

Vacuum Cupping, Therapeutic Scraping and Kinesio Taping

This certificate of insurance excludes all cover in respect of wet cupping.< P>This certificate of insurance excludes any claims arising from Scraping when the client has not signed and dated a consent form, which contains information relating to the treatment.

This certificate of insurance excludes the treatment of Cancer related lymphedema. All other terms, conditions, exclusions and limitations in this policy remain unaltered.

AXIS Specialty Europe Privacy Notice

AXIS values its relationship with you. Protecting the privacy of your personal information is of great importance to us. We want you to understand how and why we collect personal information about you, how we use it, your rights regarding this information, the conditions under which we may disclose it to others and how we keep it secure.

What type of information do we collect about you?

The personal information we collect about you may include:

Name, Address, Phone Number, Email

Gender

Marital Status

Date and Place of Birth

Government identification numbers - National Insurance, Social Security, Passport, Tax, Driver's License) Family Information

Banking Information

Health Information / Medical History

Criminal History

Credit History and Credit Score

Claims/Policy Numbers

How do we collect information about you?

We primarily collect personal information from you or your representative through the policy application process.

However, we may also collect information about you from your family members or employer, credit reference agencies, anti-fraud databases, sanctions lists, relevant government agencies, and those who may be involved in a claim – claimants, witnesses, experts, adjustors, and others.

Why are we collecting your personal information?

We may collect your personal information for the following purposes:

Account Setup, including Background Checks

Evaluating Risks to be Covered

Risk Modeling and Underwriting

Customer Service Communications

Payments to/from Individuals Managing Insurance or Reinsurance Claims

Defending or Prosecuting Legal Claims

Investigating or Prosecuting Fraud

Complying with Legal or Regulatory Obligations

Direct Marketing Activities

Where does your information go?

We may need to transfer your personal information to our affiliates, reinsurers, agents or contractors, which may be located outside of the European Economic Area (EEA). We will continue to protect any transferred personal information in keeping with all applicable privacy requirements. For more information, please contact the Data Protection Officer.

How long do we keep your information?

We will keep your personal information only so long as is necessary to provide service to you under your policy. Specifically, we will keep your information for so long as a claim may be brought under the policy, or where we are required to keep your personal information to satisfy legal or regulatory obligations.

Your Rights

Under certain circumstances, you have the right:

To receive a copy of the personal information we have collected from you

To receive further details of the use we make of your information

To update or correct the personal information we hold about you

To require us to delete any personal information we no longer have a lawful purpose to use

To restrict our use of your personal information

If you are not satisfied with our use of your personal information, to file a complaint with the appropriate supervisory authority.

There are specific conditions where we may need to restrict the rights described above, in order to safeguard the public interest (e.g., the prevention or detection of crime) or our interests (e.g., to maintain legal privilege).

How to Contact Us Address any questions regarding our privacy practices or this Notice to:

Name: Giles Adams, Data Protection Officer

Email: dpo@axiscapital.com

Address: 52 Lime Street, London, EC3M 7AF

Phone: +44 207 877 3907

Claims

1. If any claim shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on behalf of the Insured to obtain any benefit under this extension or if any loss destruction or damage is occasioned by the wilful act or with the convenience of the Insured all benefit under this extension shall be forfeited.

2. On the discovery of any event which may give rise to a claim under this extension the Insured shall

(a) notify the Insurers Agent in writing forthwith to claims@bmib.ie

(b) give immediate notice to the police authority in respect of loss destruction or damage caused by malicious persons or by thieves and take all reasonable steps to discover any guilty person and recover the property lost

(c) carry out and permit to be carried out any action which may be reasonably practicable to avoid or diminish the loss destruction or damage and to prevent further loss destruction or damage

(d) within 30 days after the event or such further time as the Insurers may allow at his own expense deliver to the Insurers

(1) full information in writing of the claim to claims@bmib.ie

(2) details of any other insurance relating to the claim

(3) all such business documents proofs information explanation and other evidence as may be reasonably required all of which information and details may be produced by the Insured's professional accountants or auditors who are regularly acting as such their report being prima facie evidence of such information and details

(4) if demanded a statutory declaration of the truth of the claim and of any matter connected with it

3. Upon payment of any claim (other than for repair) any property in respect of which payment is made shall belong to the Insurers. The Insured shall give to the Insurers all reasonable assistance in taking possession of such property but shall not be entitled to abandon any property to the Insurers.

4. The Insured shall at the Insurer's request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Insurers shall be or would become entitled or subrogated upon the Insurers paying for or making good any loss under this extension whether such acts and things shall be or become necessary or required before or after the Insurers indemnifies the Insured.

5. If at the time of the claim there is any other insurance covering the Insured's interest in the property lost destroyed or damaged or the same legal liability the Insurer's liability under this extension shall be limited to its rateable proportion of such claim. If any such other insurance is subject to any condition of average this extension if not already subject to any condition of average shall be subject to average in like manner. If any other insurance effected by or on behalf of the Insured is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this extension either in whole or in part or from contributing rateably to the loss destruction or damage the Insurer's liability hereunder shall be limited to such proportion of the loss destruction or damage as the sum hereby insured bears to the value of the property.

6. If any difference shall arise as to the amount to be paid under this extension (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions. Where any difference under this condition is to be referred to arbitration the making of a decision or an award shall be a condition precedent to any right of action against the Insurers.

Insurers Cancellation

Insurers may cancel this Insurance by giving fifteen (15) calendar days' notice, such notice shall be given in writing and may be served by registered mail, telex or facsimile transmission, or be hand delivered to the address of the Insured as stated in the Certificate. Any notice sent by registered mail shall be deemed to have been served seven (7) calendar days after dispatch and any notice sent by telex or facsimile shall be deemed to have been served at the time of dispatch. If this Insurance is so cancelled the Insurers shall retain only the earned portion of the premium

computed from day to day.

Cooling Off Period

The insured has a right to cancel within a short period, up to 30 days from inception, known as the cooling off period. If the insured cancels within the 30-day cooling off period they may receive a pro-rata refund of premium from the insurer. If the insured wishes to cancel outside this period they will not receive any pro rata refund.