



**PUBLIC PRODUCTS & TREATMENT LIABILITY  
INSURANCE**

**POLICY DOCUMENT**

UNDERWRITTEN BY  
GROUPAMA INSURANCE COMPANY LIMITED  
6<sup>th</sup> Floor, One America Square  
17 Crosswall  
London  
EC3N 2LB

*in association with*

PROFESSIONAL BEAUTY  
Trades Exhibitions Ltd, 3.21 The Plaza, 535 Kings Road, London SW10 0SZ

and

INEVEXCO LIMITED  
PO Box 431 West Malling ME6 9GY

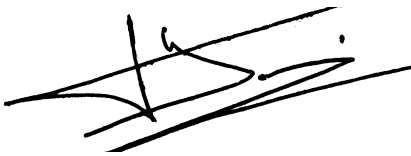


**You** have applied for this insurance to Groupama Insurance Company Limited (**Us**) by a **Proposal** which is the basis of this contract and is deemed to be incorporated herein and in consideration has paid or agreed to pay the premium and any taxes due

In return **We** will provide the insurance as described in this Policy during the Period of Insurance subject to the Terms Conditions and Exclusions of this Policy

This Policy the Certificate of Insurance and any Endorsements will be read together as one document

Signed for and on behalf of  
Groupama Insurance Company Limited



François-Xavier Boisseau  
Chief Executive Officer  
Groupama Insurance Company Limited  
6<sup>th</sup> Floor, One America Square  
17 Crosswall  
London  
EC3N 2LB

YOUR POLICY AND CERTIFICATE OF INSURANCE SHOULD BE READ CAREFULLY TO ENSURE THAT THEY MEET YOUR REQUIREMENTS. THEY CONTAIN DETAILS OF THE COVER, EXCLUSIONS AND CONDITIONS THAT APPLY. PLEASE CONTACT INEVEXCO ON 0845 605 8670 IF THEY DO NOT MEET YOUR NEEDS IN ANY RESPECT OR REQUIRE AMENDMENT.

PLEASE KEEP YOUR POLICY, CERTIFICATE OF INSURANCE AND OTHER RELATED DOCUMENTS IN A SAFE PLACE AS YOU MAY NEED TO REFER TO THEM IF YOU MAKE A CLAIM.

Groupama Insurance Company Ltd Registered Number 995253  
Registered in England Registered Office 6th Floor One America Square 17 Crosswall London EC3N 2LB United Kingdom

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# CUSTOMER SERVICE

**This insurance is underwritten and administered on behalf of Groupama Insurances by InEvexco Limited. In the event of a query on this insurance you should contact:**

InEvexco Limited  
PO Box 431  
West Malling  
ME6 9GY

Phone: **0845 605 8670**  
Email: **info@professionalbeautydirect.co.uk**

**If, however, you have a query in relation to a claim, contact:**

Groupama Insurances  
Commercial Insurances Claims Centre  
1 Port Way  
Port Solent  
Portsmouth  
Hampshire  
PO6 4TY

Phone: **0870 600 2123**  
Email: **claims.commercial@groupama.co.uk**

## How to make a complaint

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell us your name and your claim number or policy number and the reason for your complaint.

We may record phone calls.

**For complaints about claims, contact the Claims Director at:**

Groupama Insurances  
Commercial Insurances Claims Centre  
1 Port Way  
Port Solent  
Portsmouth  
PO6 4TY

Phone: **0844 748 0117**  
Email: **claims.director@groupama.co.uk**

**For complaints about your policy, contact the InEvexco Limited at:**

### **InEvexco Limited**

PO Box 431  
West Malling  
ME6 9GY

Phone: **0845 605 8670**  
Email: **complaints@professionalbeautydirect.co.uk**

We promise to:

- Acknowledge your complaint within five days of receiving it;
- Have your complaint reviewed by a senior member of staff;
- Tell you the name of the person managing your complaint; and
- Respond in full to your complaint within 28 days. If this is not possible for any reason, we will write to you to explain why we have not been able to settle the matter quickly. We will also let you know when we will contact you again.

Calls to 0870 numbers will cost no more than calls to 01 or 02 numbers in the UK. Calls from mobile phones may cost more. Calls to 0844 numbers cost less than 5p per minute from a BT line. Other network charges will vary.

### **Financial Ombudsman Service**

If you are not happy with our final decision, you may be able to pass your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review your case.

Their address is:

The Financial Ombudsman Service  
South Quay Plaza  
183 March Wall  
London  
E14 9SR.

Phone: **0800 023 4567** if calling from a landline or **0300 123 9123** if calling from a mobile

You can visit the Financial Ombudsman Service website at **[www.fos.org.uk](http://www.fos.org.uk)**

The ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. You can get more information from us or the ombudsman.

If you take any of the action mentioned above, it will not affect your right to take legal action.

### **Financial Services Authority**

Groupama Insurance Company Limited is authorised and regulated by the Financial Services Authority. You can check their website **[www.fsa.gov.uk](http://www.fsa.gov.uk)**, which includes a register of all the firms they regulate. Or you can phone them on **0845 606 1234**.

### **Financial Services Compensation Scheme**

We, Groupama Insurance Company Limited, are covered by the Financial Services Compensation Scheme (FSCS).

If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at **[www.fscs.org.uk](http://www.fscs.org.uk)** or by phone on **0800 678 1100** or **0207 741 4100**.

# DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold letters in this Policy

## **Computer Equipment**

means electronic data processing and/or word processing equipment including but not limited to all processing units screens keyboards printers scanners disk and tape drives telecommunication and networking equipment and spare components for such equipment and data carrying materials used in connection with such equipment but excluding programmes and software not being proprietary branded data or telephone systems

## **Damage**

means accidental loss damage or destruction

## **Defined Perils**

means fire lightning explosion theft earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves storm flood escape of water from any tank apparatus or pipe impact by a road vehicle or animal or any article dropped from a road vehicle

## **Director**

means a director of **Your** business where **You** are a limited company

## **Employee**

means any

(1) person under a contract of service or apprenticeship with **You**

(2) self-employed person labour only sub-contractor labour master or person supplied by any of them

(3) person seconded to acquire work experience under a scheme or otherwise

(4) person hired to or borrowed by **You**

(5) voluntary worker

whilst working for **You** in the course of **Your Trade** or **Business**

## **Fees and Expenses**

means any fees expenses and other disbursements reasonably incurred on **Your** behalf with **Our** written consent

## **Hacking**

means unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether **Your** property or not

## **Injury**

means bodily injury death illness disease or shock causing bodily injury

## **Offshore**

means as from the time when **You** embark onto a conveyance at the point of final departure to an offshore rig offshore platform or offshore installation until such time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform or an offshore installation

## **Partner**

means **Your** business partner where **You** are a partnership

## **Polluting or Contaminating or Seeping Substances**

means any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour fumes acid alkalis chemicals dust micro-organisms and waste including material to be recycled reconditioned or reclaimed

# DEFINITIONS (continued)

## **Pollution or Contamination**

means

- (1) all pollution or contamination of buildings or other structures or of water or land or the atmosphere
- (2) all **Injury** or physical loss or physical damage to material property directly or indirectly caused by such pollution or contamination

arising from **Polluting or Contaminating or Seeping Substances**

## **Products**

means goods including labels and containers and packaging

- (1) on which work has been completed by or on **Your** behalf, at **Your** normal place of business or that of the party who carried out the work on **Your** behalf
- or
- (2) which have been handled stored sold supplied transported or financed by **You** and which at the time of the event giving rise to a claim under this Section are not in **Your** custody or control

## **Proposal**

means any signed application or proposal form or statement of fact and declaration and any other information in connection with this insurance supplied by **You** or on **Your** behalf

## **Remediation**

includes "remediation" under the Environment Act 1995

## **Salon**

means those parts of any premises other than private dwellings used for retail purposes in connection with the **Trade or Business**

## **Territorial Limits**

means

- (1) England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
- (2) any other member country of the European Union
- (3) elsewhere in the world (excluding the United States of America and Canada) in respect of **Injury** loss or damage caused by or arising from
  - (a) the supply of **Products**
  - (b) **Your** clerical administrative and other non manual activities when **You** are normally resident within the territories specified in (1) of this Definition and occurring during any temporary visit made in connection with the **Trade or Business**

## **Treatments**

means the standard **Treatments** and additional **Treatments** specified in the Certificate of Insurance as being insured

## **Trade or Business**

means only the provision of **Treatments** for which insurance is provided as described in the Certificate of Insurance

## **Virus or Similar Mechanism**

means program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

This Definition includes but is not limited to trojan horses worms and logic bombs

## **DEFINITIONS (continued)**

### **We Us Our**

means Groupama Insurance Company Limited

### **You or Your**

means the person or persons or corporate body named in the Certificate of Insurance and includes

- (1) the legal personal representatives in the event of **Your** death in respect of liability incurred by **You**
- (2) at **Your** request any **Director or Partner**



# PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION

**We** will indemnify **You** against all sums which **You** shall become legally liable to pay as damages and claimants costs and expenses arising out of accidental

- (1) **Injury** to any person
- (2) physical loss of or physical damage to material property
- (3) obstruction trespass nuisance wrongful arrest or interference with any right of way light air or water occurring within the **Territorial Limits** in connection with the **Trade or Business** during the Period of Insurance

## **Limit of Indemnity**

**Our** maximum liability in respect of all indemnity payable under this Section in respect of or arising out of any one occurrence or series of occurrences attributable to one original cause or source will not exceed the Limit of Indemnity stated in the Certificate of Insurance except that in respect of liability arising from **Products** or **Treatments** **Our** maximum liability for all losses occurring in the aggregate during any one Period of Insurance shall not exceed the Limit of Indemnity

## **Discharge of Liability**

**We** having been advised of a claim or an occurrence which might give rise to a claim under this Section will be entitled to pay to **You** in settlement of **Our** liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either

- (i) the Limit of Indemnity (less any amounts already paid as damages) or
- (ii) such other amount for which the claim or claims may be settled

**We** will then relinquish control of and be under no further liability in respect of such claim or claims except for costs and expenses incurred up to the date of such payment

## **Exclusions**

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

**We** will not be liable for

### **1 Non Compliance with Warranties**

*liability arising out of advice instruction consultancy operation dispensing design formula specification inspection certification or testing performed or provided by **You** or the action of any commodity or **Product** used or administered by **You** in respect of any of the **Treatments** or attached Endorsements unless the relevant Warranties specified in this policy have been fully complied with*

### **2 Hiring Out**

*liability arising out of the hiring out of equipment*

### **3 Liquidated Damages**

*liquidated damages or penalties or fines or punitive or exemplary or aggravated damages or any damages resulting from multiplication of compensatory damages*

# **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)**

## **Exclusions - continued**

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

**We** will not be liable for

### **4 Excluded Locations**

*liability arising in connection with work on or in*

- (a) docks harbours or railways*
- (b) watercraft or offshore gas or oil installations*
- (c) chemical or petrochemical works oil or gas refineries or storage facilities*
- (d) aircraft airports or airfields*
- (e) collieries mines or quarries*
- (f) power stations*
- (g) any installation where nuclear processing is undertaken*

### **5 Defective Products**

*loss of or damage to or the cost of repairing or replacing defective **Products** or the cost of rectifying defective workmanship*

### **6 Liability Under An Agreement**

*liability assumed under any contract or agreement where such liability would not have arisen in the absence of such contract or agreement*

### **7 Injury to Employees**

*liability for **Injury** to any **Employee** where such **Injury** arises out of and in the course of employment by **You***

### **8 Offshore**

*liability arising out of any work undertaken and/or visit **Offshore***

### **9 Property In Your Custody**

*liability for or arising out of loss of or damage to material property in the custody or control of or owned by **You** other than premises including contents not owned rented to or leased by **You** but temporarily occupied by **You** in order that work thereon may be effected by **You***

### **10 Danne Montague King Treatments**

*liability arising out of any Scar revision treatments*

### **11 Pollution**

*liability in respect of **Pollution or Contamination** including the cost of removing nullifying or cleaning up **Polluting or Contaminating or Seeping Substances or Remediation** unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific moment in time and place during the Period of Insurance*

# **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)**

## **Exclusions - continued**

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

**We will not be liable for**

### **11 Pollution (Continued)**

*Provided that*

(a) all **Pollution or Contamination** which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place

(b) **Our** liability for all damages and claimants costs and expenses payable in respect of all **Pollution or Contamination** which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Certificate of Insurance

*but in no event shall this Policy cover any liability in respect of **Pollution or Contamination** including the cost of removing nullifying or cleaning up **Polluting or Contaminating or Seeping Substances or Remediation** in the United States of America or Canada*

### **12 Vehicles and Craft**

*liability arising in connection with*

(a) watercraft hovercraft or aircraft

(b) any mechanically propelled vehicle which is required to be insured under any road traffic legislation or is the subject of other security except the loading or unloading of vehicles or trailers provided that indemnity is not afforded by any other insurance

### **13 Property Damage Excess**

*the first £100 of any claim for loss of or damage to material property*

### **14 Date Recognition / Discontinuity**

*liability of whatsoever nature directly or indirectly caused by or contributed to or arising from the failure of any computer or other equipment or system for processing storing or retrieving data whether **Your** property or not and whether occurring before during or after the year 2000*

(a) correctly to recognise any date as its true calendar date

(b) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of

(i) treating any date otherwise than as its true calendar date

(ii) the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes the loss of data or information or command or instruction or the inability to capture save retain or correctly to process such data or information or command or instruction on or after any date or

(iii) otherwise to function correctly

### **15 Faulty Advice or Design**

*liability arising out of advice design formula plan or specification given by **You** or by anyone on **Your** behalf separately for a fee or other remuneration*

# **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)**

## **Exclusions - continued**

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

**We will not be liable for**

### **16 Asbestos**

*any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos*

*This Exclusion shall not apply in respect of such removal or disposal provided that:*

- (a) such activity does not form part of **You** usual **Trade or Business** or contract and*
- (b) the discovery of asbestos by **You** is unintentional and accidental and*
- (c) upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and*
- (d) an HSE licensed asbestos removal contractor is employed if legally required*
  - (i) to make safe the area in which the discovery is made as soon as is practicable*
  - (ii) who has Employers Liability and Public Liability insurances in force*
    - (a) that provide Limits of Indemnity no less than those stated in the Certificate of Insurance and*
    - (b) that do not exclude the work to be carried out*

### **17 Salon Premises**

*liability arising in connection with*

- (a) any **Injury** caused by or arising out of*
  - (i) any **Treatment** carried out by any person other than **You***
  - (ii) any **Trade or Business** operating from any **Salon** or any part of any **Salon** operated by **You** other than where a formal contract exists between **You** and the owner of the **Salon** making **You** responsible for maintenance of the **Salon** or any equipment provided by the owner of the **Salon***
- (b) any damage to third party property caused by any person other than **You** occurring at any **Salon** premises owned leased or rented by **You** or in which **You** are undertaking work*

### **18 Physical Mental and Sexual Abuse**

*any liability caused by or arising from any actual or alleged physical mental or sexual abuse*

### **19 Entertainment Productions**

*any liability arising out of or in connection with Film Productions Television Productions or Professional Theatrical Productions*

### **20 Aromatherapy**

*any liability arising out of or in connection with the supply or application of any Aromatherapy product which is intended to be administered orally anally or otherwise internally*

# PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)

## Extensions

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

### 1 Legal Costs and Expenses

**We** will pay in addition to the Limit of Indemnity legal costs and expenses incurred with its written consent for

- (a) representation at any coroners inquest or inquiry in respect of any death
- (b) defending in any court of summary jurisdiction of any proceedings in respect of any act or omission relating to any event

which may be the subject of indemnity under this Section

### 2. Legal Defence Costs

**We** will be liable for all costs and expenses incurred with its written consent in respect of **Your** defence against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- (a) the Health and Safety at Work etc Act 1974
- (b) the Health and Safety at Work (Northern Ireland) Order 1978
- (c) Part II of the Consumer Protection Act 1987

Provided that the offence under such legislation

- (a) is alleged to have been committed during the Period of Insurance in connection with the **Trade or Business** within the **Territorial Limits**
- (b) relates to the health safety and welfare of any person other than a **Director** or **Employee**

**We** will not be liable under this Extension for

- (a) the cost of any fine or penalty
- (b) legal costs and expenses arising out of any deliberate act or omission by **You**
- (c) legal costs and expenses where indemnity is provided by any other insurance

### 3. Retroactive Public and Products Liability Extension

The indemnity provided by the Public and Products Liability Insurance Section is extended to indemnify **You** in respect of **Injury** caused prior to the inception date as shown on the Certificate of Insurance but for which a claim is first made against **You** during the Period of Insurance

This Extension shall only apply in so far as **You** are unable to establish the identity or existence of a previous insurer or are unable to obtain indemnity under any previous policy or insurance in respect of such **Injury**

Provided that

1. **Your** inability to obtain indemnity under any previous policy or insurance is not due to
  - (a) such **Injury** being excluded under the terms of such policy or insurance
  - (b) the breach of any policy condition or the non-disclosure or misrepresentation or concealment of a material fact
  - (c) the exhaustion or inadequacy of the limit of indemnity
  - (d) the insurer
    - (i) having entered a scheme or arrangement with its creditors or otherwise being in administration or liquidation
    - (ii) not being able or being unlikely to meet its liabilities
  - (e) **You** not having previously effected Public and Products Liability insurance
2. **We** will not be liable for any cause happening before the Retroactive Date. The Retroactive Date being three years prior to the inception date shown on the Certificate of Insurance.

# **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)**

## **Extensions - continued**

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

### **4. Indemnity to Principal Extension**

**We** will indemnify any **Principal** in respect of the legal liability of such **Principal** arising out of **Your** use of any facilities provided by the **Principal** under a contract or agreement provided that

- (a) an indemnity would have been provided under this Policy had the claim been made against **You**
- (b) the **Principal** complies with and is subject to the terms and conditions of this Policy in so far as they can apply
- (c) the conduct and control of all claims is vested in **Us**

For the purpose of this Extension **Principal** means any company firm organisation partnership or person for whom **You** are undertaking a form of **Treatment** for which **You** are qualified or from whom **You** are renting or leasing space or equipment at a **Salon**

### **5. Non Injury Treatment Extension**

Where **Injury** has not occurred the **Public and Products Liability Section** is extended to indemnify **You** against legal liability in respect of any claim

- (a) which is first made in writing against **You**  
and
- (b) which is notified to **Us**

during the Period of Insurance for breach of professional duty consequent upon any neglect error or omission in providing advice or **Treatment** in the course of the **Trade or Business**

Provided that **Our** liability in respect of all claims made against **You** during any one Period of Insurance including costs and expenses incurred by **Us** or with **Our** consent in the defence and settlement of any claims shall not exceed £50,000 in the aggregate

Provided that

**We** will not be liable for

- (a) the first 10% of each and every claim
- (b) any cause of happening before the Retroactive Date

# **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)**

## **Extensions - continued**

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

### **5. Non Injury Treatment Extension (Continued)**

**For the purpose of this Extension the Retroactive Date is the commencement date of the first Period of Insurance shown on the Certificate of Insurance beginning on or after the 1<sup>st</sup> January 2011**

Subject otherwise to the terms of Exclusions and Conditions of this Section and the Policy

#### **Extended Claims Notification Period**

In the event that **We** do not invite renewal of this Policy for reasons other than non-compliance with the terms of this Policy **We** will provide indemnity under this Extension arising out of any claim

(a) which is first made in writing to **You**

and

(b) which is notified to **Us**

during the ninety days immediately following the final Period of Insurance as if the claim had been first made in writing against **You** and notified to **Us** during such final Period of Insurance

Provided that

(a) the indemnity will not apply where indemnity is provided by any other insurance

(b) the total amount payable under the terms of this Extension shall not exceed £50,000 in the aggregate for the final Period of Insurance

# PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)

## Warranties

**You** warrant that

**1 Sterilisation**

all open-blade razors or needles shall be brand new or shall be sterilised thoroughly prior to commencing any **Treatment** on every customer

**2 Qualifications**

**You** hold the relevant certificates and or qualifications applicable to all **Treatments** provided

**3 Manufacturers Instructions**

any equipment and products for the performance of **Treatments** will be used by **You** in accordance with manufacturer's instructions

**4 Nail Extensions**

**You** will

- (a) check that the client is not allergic to acrylics or plastics prior to applying false nails or nail extensions and before proceeding with the treatment.
- (b) obtain written consent from the parent or guardian of persons under the age of 14 prior to performing nail extensions.

**5 Alpha Hydroxy Acid & Beta Hydroxy Acid Treatments**

Prior to AHA or Enerpeel PA or Glycolic or Gly Derm **Treatments** being performed each client will be given full after-care instructions by **You** and will sign a record card to the effect that the client will carry out the after-care. Maximum concentration of Glycolic or Alpha Hydroxy Acids must not exceed 43% by volume unbuffered /esterified unless agreed in writing by **Us**

**Alpha Hydroxy Acids (AHA) are defined as**

- Glycolic acid
- lactic acid
- malic acid
- citric acid
- glycolic acid plus ammonium glycolate
- alpha-hydroxyethanoic acid plus ammonium alpha- hydroxyethanoate
- alpha-hydroxyoctanoic acid
- hydroxycaprylic acid
- mixed fruit acid
- tartaric acid
- tri-alpha hydroxy fruit acids
- triple fruit acid
- sugar cane extract
- alpha hydroxy and botanical complex
- l-alpha hydroxy acid
- glycomer in crosslinked fatty acids alpha nutrium (three AHAs)

**Beta Hydroxy Acids are defined as**

- salicylic acid and related substances such as salicylate sodium
- salicylate and willow extract
- beta hydroxybutanoic acid
- tropic acid
- triethocanic acid



# PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)

## Warranties - continued

### 6 Dietary and Nutritional Advice

**You** will ensure that the client obtains consent from their General Practitioner prior to commencing a slimming diet under **Your** advice or instruction

### 7 Ear Piercing

**You** will

- (a) not perform ear piercing other than to the soft non-cartilaginous part of the ear lobe using a system designed to protect the gun instrument from contamination using pre-sterilised ear studs and back clasps
- (b) obtain written consent from the parent or guardian of persons under the age of 16 prior to performing ear piercing

### 8 Electrical Epilation

**You** will use a new sterile needle (which will be disposed of immediately into a sharps container once treatment is completed) for each client in respect of short wave diathermy

### 9 Eyelash And Eyebrow Tinting Including Semi-Permanent Mascara

**You** will perform a sensitivity patch test on the client using the exact substance that is to be applied during the eyelash or eyebrow treatment at least 24 hours before applying the client's eyelash or eyebrow treatment for the first time and will not proceed with the treatment if the results of the test are not satisfactory

### 10 Sunbed Equipment

*(a) treatment must be carried out in a **Salon***

*(b) there must be no more than a combined maximum of two sunbeds and tancabs within the **Salon***

*(c) the **Salon** must not be a Sunbed or Tanning salon only*

*(d) **You** will ensure that prior to each time clients use sun bed equipment*

*(i) each client is given full instructions*

*(ii) each client reads the tanning equipment notice and signs a record to that effect each and every time they use the sun bed equipment*

### 11 Toning Tables

**You** must

(a) have received training in the use of toning tables, power plates and vibro plates

(b) take from the client their medical history and undertake a written consultation prior to use

(c) ensure that the client signs the record card prior to each time they use the equipment stating that they are not suffering from any injury or medical condition that could be affected by the use of toning tables

(d) display prominently the manufacturer's instructions

(e) supervise use of toning tables and will remain on the premises continuously while the equipment is in use

### 12 Bikini Hair Colouring

**You** will perform a sensitivity patch test on the client using the exact substance that is to be applied during the Bikini Hair Colouring at least 24 hours prior to treating the client for the first time and will not proceed with the treatment if the results of the test are not satisfactory

# **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)**

## **Warranties - continued**

### **13 Pregnancy Massage**

**You** must

- (a) have the client's General Practitioner or Midwife's consent prior to treatment
- (b) not massage over the abdomen
- (c) not carry out treatment during the first trimester (12 weeks)
- (d) not massage pressure points on both sides of the ankles nor massage the webbing between thumb and index finger

### **14 Baby Massage**

**You** must use a doll when teaching the parents/guardians how to carry out baby massage treatment

### **15 Waxing**

**You** must hold the relevant qualification certificate for the waxing treatment carried out

### **16 Omnilux Treatments**

**You** do not practise any Omnilux Revive or Omnilux Plus treatments other than skin rejuvenation or any form of Omnilux Blue or Omnilux PDT treatment

### **17 Face and Body Painting**

A parent /guardian or responsible adult must be present to verbally consent to the face painting of a minor

No face painting may be carried out on any minor under the age of three years

**You** must

- (a) use only paints which have been specifically formulated as cosmetics for use on the face /body and are EU compliant
- (b) ensure adequate precautions will be taken to prevent infection from dirty water & brushes and cross infection from sponges already used on other persons
- (c) ensure no painting will be done in close proximity to the eyes, open wounds, cold sores or other skin conditions

### **18 Su-Do Body Art and Henna Body Art**

**You** will

- (a) perform a sensitivity patch test on the client using the exact substance that is to be applied during the Su-Do Body Art or Henna Art treatment at least 24 hours prior to treating the client for the first time and will not proceed with the treatment if the results of the test are not satisfactory
- (b) obtain written consent from the parent or guardian of persons under the age of 16 prior to performing the treatment

# PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)

## Warranties - continued

### 19 Hartuderm Anti Wrinkle Treatment

**You** will use a new sterile needle (which will be disposed of immediately into a sharps container once treatment is completed) for each client

### 20 Thai Foot Massage

**You** will not

1. under any circumstances carry out the treatment on persons that
  - (a) have infectious disorders of the feet
  - (b) have severe bruising to the feet
  - (c) are in the first trimester of pregnancy
  - (d) are under the influence of drugs and/or alcohol
  - (e) have a fever or contagious disease
  
2. unless approval has been obtained in writing from their General Practitioner carry out the **Treatment** on persons that
  - (a) have severe circulatory problems such as high or low blood pressure
  - (b) are in the second or third trimester of pregnancy
  - (c) have arthritis of the feet
  - (d) are diabetic
  - (e) have recently suffered haemorrhage or swellings
  - (f) have recently had an operation
  - (g) are receiving medical treatment or have a condition that might be affected by **Treatment**

# **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)**

## **Additional Treatments (Your Certificate of Insurance will state which of the following Additional Treatments are operative)**

**You** warrant that all such Additional **Treatments** will be carried out by a trained and qualified person and in respect of

- A **Low Power Laser Therapy for Dermatological and Chiropody Treatments Only** such treatments must be carried out within a **Salon**
- (a) which retains the services of a qualified Laser Protection Adviser
  - (b) where **You** provide and adhere to appropriate treatment protocols
- B (a) **Red Vein Treatment Skin Tags, Warts, Milia and Spider Naevi By Advanced Electrolysis Shortwave Diathermy, Thermo-Coagulation, Veinwave and V Beauty, And Red Vein Treatment And Spider Naevi By The Sterex Blend Method**
- You** will check that approval has been given by the client's own General Practitioner In respect of the removal of warts or moles before commencing such **Treatments**
- In respect of the **Treatment** of Blood Spots and Dermatitis Papulosa Nigra **You** must hold a Sterex Advanced Certificate
- (b) **Red Vein Treatment, Skin Tags, Warts, Milia and Spider Naevi by Laser System or Intense Pulsed Light**
- must be carried out within a **Salon**
- (i) which retains the services of a qualified Laser Protection Adviser
  - (ii) where **You** provide and adhere to appropriate treatment protocols
- C **Sclerotherapy by Hypodermic Injection, Mesotherapy by Use of Injection**
- Sclerotherapy treatment by hypodermic injection must be performed in accordance with advice from the clients General Practitioner and **You** must have completed an approved training course in Sclerotherapy delivered by an appropriate practitioner. In respect of Mesotherapy **You** must be fully trained and qualified to carry out the treatment.
- D **Intense Pulsed Light, Intense Flash Light, Variable Pulsed Light or Light Heat Energy Hair Removal**
- such treatments must be carried out within a **Salon**
- (a) which retains the services of a qualified Laser Protection Adviser
  - (b) where **You** provide and adhere to appropriate treatment protocols

# **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)**

## **Additional Treatments - continued (Your Certificate of Insurance will state which of the following Additional Treatments are operative)**

**You** warrant that all such Additional **Treatments** will be carried out by a trained and qualified person and in respect of

### **E Micropigmentation (Including Body Art but Excluding Tattoo Removal)**

- (a) Micropigmentation must be carried out by an operative trained for Eyeliner, Eyebrow Liner and Lip Liner having been trained by an authorised teacher who will have issued the relevant certification
- (b) **You** must perform a sensitivity patch test on the client using the exact substance that is to be applied during the Micropigmentation treatment at least 24 hours before the proposed Micropigmentation treatment and will not proceed with the treatment if the results of the test are not satisfactory
- (c) If there is an allergic reaction then **We** will not be liable for any treatment carried out subsequently
- (d) A consent form must be completed and signed by the client
- (e) **You** will use a new sterile needle for each new treatment which will be disposed of immediately afterwards into sharps container

Provided that **We** will not be liable for Advanced Procedures cover being restricted to Eyeliner, Eyebrow Lengthening, Eyebrow Filling, Lip Liner and Full Lip Colour

### **F Micro Epidermal Skin Technology, Micro Dermabrasion, Skin Rejuvenation, Photo Rejuvenation and Acne Clearance by Intense Pulsed Light, Variable Pulsed Light, Light Heat Energy and Laser Systems, Inch Loss by Laser Lipo**

must be carried out within a **Salon**

- (a) which retains the services of a qualified Laser Protection Adviser
- (b) where **You** provide and adhere to appropriate treatment protocols

**We** will not be liable for liability in respect of Smart Lipo and Tattoo Removal

### **G Ear Piercing of the Cartilaginous Part of the Ear**

Treatment is carried out using one of the following systems:

Blomdahl Medical Ear Piercing System, Caress 2000, Coren, Inverness, Medisept, New Caflon Disposable, Perfex, Studex Ear Piercing System, Trips Sterile Guard.

### **H Thermo Auricular Therapy (Ear Candles)**

the ear candles used incorporate a safety filter

### **I Sports Massage**

must be carried out by a person who holds Level 3 of the National Qualifications Framework or equivalent qualification and a pre-treatment questionnaire must be completed by the client prior to treatment being given

# **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)**

**Additional Treatments – continued (Your Certificate of Insurance will state which of the following Additional Treatments are operative.)**

**You** warrant that all such Additional **Treatments** will be carried out by a trained and qualified person and in respect of

## **J      Advanced Micropigmentation**

- (a) the **Treatment** must be carried out by an operative trained for Advanced Procedures by one of the following approved trainers/training schools.
  - (i) Dawn Cragg (London)
  - (ii) Nouveau Contour Ltd
  - (iii) Specialist Make-Up Services Ltd
  - (iv) Natural Enhancements Ltd
  - (v) Finishing Touches (SPMU) Ltd
- (b) A consent form must be completed and signed by the client
- (c) Treatments defined by Advanced Micropigmentation are Aerola Re-pigmentation, Scar/ Disfigurement/ Stretch Mark Camouflage, Re-pigmentation of Vitiligo, Cleft Palate, Multitrepannic Collagen Actuation and Hair Replacement on the hairline or scalp.

## **K      Micro-Needling**

- (a) A local anaesthetic cream is used that is not based on nanosomes
- (b) Rollers with needles longer than 1.5mm will not be used
- (c) Each medical roller will
  - (i) only be used for one customer
  - (ii) be sterilised prior to each use
  - (iii) be discarded after 6 uses
- (d) sterilisation fluids used to sterilise medical rollers are replaced daily

# PROPERTY / EQUIPMENT INSURANCE SECTION

**Applicable only if shown as operative on the Certificate of Insurance**

**We** will indemnify **You** against loss or damage occurring within the **Territorial Limits** during the Period of Insurance to stock, equipment, fixtures, fittings and all other equipment used in connection with the **Trade** or **Business** including **Computer Equipment** being **Your** property or hired in for which **You** are responsible under a written contract of hire for an amount not exceeding **£5,000** any one occurrence or series of occurrences attributable to one original cause or source

## **Exclusions**

*These apply in addition to the General Exclusions*

**We** will not be liable for

- (1) *loss of or damage to money documents or title deeds bonds bills of exchange promissory notes precious stones bullion gold or silver articles jewellery and motor vehicles*
- (2) *loss or damage due to wear and tear moths vermin deterioration rust or any other gradually operating cause (unless consequent upon accident to the conveyance fire or explosion) depreciation delay or mechanical or electrical breakdown or failure*
- (3) *inherent vice latent defect frost change in water table level faulty or defective design defective workmanship or operational error omission on **Your** part*
- (4) *loss of or damage to property more specifically insured*
- (5) *theft from any unattended vehicle unless*
  - (a) *all property insured in the vehicle is kept out of sight in a locked boot and the vehicle is locked at all points of access*
  - (b) *between the hours of 9pm and 7am such vehicle is garaged in a securely locked and closed building or parked in a yard which is fully enclosed and securely closed and locked*
- (6) *loss of or damage caused by theft attempted theft malicious persons or storm to any property insured in any soft topped or open sided vehicle*
- (7) *loss destruction or damage caused by acts of fraud or dishonesty*
- (8) *disappearance unexplained or inventory shortage misfiling misplacing of information or clerical error*
- (9) *the first £50 of each and every loss*
- (10) *loss of or damage to moveable property in the open caused by wind hail rain sleet snow flood or dust*
- (11) *theft or any attempt thereat from a building not involving forcible or violent entry into or exit from such building and excluding in any event loss or damage*
  - (a) *from any building(s) or part of any building(s) incapable of being locked*
  - (b) *where **You** or any **Employee** or any member of **Your** family or household is concerned as principal or accessory*
  - (c) *caused by any tenant or occupier of such building(s) or persons lawfully in the building(s)*
- (12) *theft of unattended moveable property in the open*

## **PROPERTY / EQUIPMENT INSURANCE SECTION (Continued)**

### **Conditions**

To the extent these conditions are able to take effect as conditions precedent to **Our** liability under this Policy they are deemed to be conditions precedent to **Our** liability and apply in addition to the General Conditions

- (1) All losses involving theft or disappearance shall be reported immediately to the police
- (2) **You** shall provide all help assistance and cooperation required by **Us** in connection with any claim
- (3) **We** shall be entitled
  - (a) on the happening of any loss or damage to take and keep possession of the property and to deal with the salvage in a reasonable manner but property may not be abandoned to **Us**
  - (b) to indemnify **You** by payment of the amount of the loss or a replacement or repair of the property or any part thereof insofar as it is practicable to do so and **You** shall at no cost to **Us** produce such plans documents books and information as **We** may reasonably require
- (4) If at the time of any loss or destruction of or damage to Property there is any other insurance covering the same Property **We** shall not be liable for more than its rateable proportion of any claim for such loss destruction or damage
- (5) In the absence of written notice by **You** or **Us** to the contrary **Our** liability shall not stand reduced by the amount of any loss provided that **You** undertake to pay the appropriate additional premium for the reinstatement of the amount of the loss

### **Basis of Settlement**

- (1) In respect of stock **We** will pay the value of the property at the time of its loss or destruction or the amount of the damage
- (2) In respect of equipment, fixtures, fittings and all other equipment **We** will pay the cost of reinstatement being
  - (a) in the case of fixtures the cost of rebuilding
  - (b) in the case of other property the cost of replacement by similar property



# GENERAL CONDITIONS

*These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated*

## Conditions 1-6 inclusive are all conditions precedent to Our liability

### 1 Observance of Policy Terms

The answers and statements in the **Proposal** are true and complete and **You** will observe and fulfil the Terms Conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by **You**

### 2 Reasonable Precautions

**You** will take all reasonable precautions to prevent **Injury** loss or damage and take all reasonable measures to observe and fulfil the requirements of all statutory obligations and regulations

### 3 Payment of Premium

The Premium will be paid when due otherwise all benefit under this Policy will be forfeited and the Policy will be cancelled from the date when the Premium was due

### 4 Alteration of Trade or Business

**You** will immediately notify **Us** in writing of any alteration in the nature of professional beauty treatments performed that may increase the risk of **Injury** or loss or damage

### 5 Claims – Your Actions

Whenever anything occurs which might give rise to a claim under this Policy **You** will

(a) immediately notify **Us** but no later than

(i) 7 days after the date of loss for any claim in respect of riot civil commotion strikers or locked out workers

(ii) 7 days after the date of loss for any claim in respect of hired equipment

(iii) 30 days after the date of loss for any other loss

and provide such written information or details as may be required

(b) immediately notify the Police of any loss or damage by theft or malicious persons

(c) do and permit to be done all things reasonably practicable to minimise the loss or damage or to minimise or check any interruption of or interference with the **Trade or Business** or to avoid or diminish the loss

(d) send to **Us** immediately on receipt and unacknowledged every letter claim writ summons or process relating to a claim

(e) not admit liability to any party

### 6 Claims – Co-Operation

**You** will provide all help assistance and co-operation required by **Us** in connection with any claim

## GENERAL CONDITIONS (continued)

### 7 Claims – Our Rights

**We** having been advised of a claim under this Policy will be entitled to

- (a) undertake in **Your** name the defence control or settlement of any claim and for its own benefit take proceedings in **Your** name for the purpose of mitigating the loss or of enforcing any rights or remedies or of obtaining relief or indemnity from other parties whether prior to or after payment of any claim has been made
- (b) pay **You** in settlement of its liability for all claims arising out of any one occurrence or series of occurrences attributable to one original cause either
  - (i) the Limit of Indemnity or Sum Insured of the appropriate Section or
  - (ii) such lesser amount for which the claim or claims may be settled

**We** will only provide indemnity for costs fees or expenses incurred up to the date of such payment less any amounts already paid

### 8 Non Contribution

This Policy does not cover any liability for which indemnity is recoverable under any other policy except for any amount in excess of that recoverable thereunder

### 9 Claims – Repayment of Excess

**You** will repay to **Us** the amount of any **Excess** for which **We** have made payment

### 10 Dishonesty

If any claim under this Policy is in any respect dishonest or if any dishonest means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this Policy or if any loss damage or destruction is occasioned by the wilful act or with the connivance of **You** then all benefits under this Policy will be forfeited

### 11 Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator in England who is to decide the matter in dispute according to English law and is to be appointed by the parties in accordance with the English statutory provisions in that behalf for the time being in force

Where any difference is by this Condition to be referred to arbitration the making of an award will be a condition precedent to any right of action against **Us**

### 12 Other Insurances

If at the time of any loss damage or **Injury** there is any other insurance other than a more specific insurance covering the same property or liability or contingency **We** will not be liable for more than its rateable proportion thereof and **You** will declare to **Us** the existence and terms of any other such insurance and will do all things necessary to secure payment of the relevant proportion of the claim by the other insurance

### 13 Voidance

The Policy will be voidable in the event of nondisclosure of any material information or fact or misrepresentation or misdescription

## GENERAL CONDITIONS (continued)

### 14 Law Governing The Policy

Where **You** are an individual **You** have the right to choose the law which shall apply to this contract

However English Law shall apply unless otherwise agreed in writing by **Us**.

Otherwise any dispute or difference concerning liability under or interpretation of this Policy will be governed by and construed in accordance with English Law and **You** will submit any such dispute or difference to the exclusive jurisdiction of the English Courts

### 15 Value Added Tax

If **You** are registered for VAT **We** will not pay the VAT element of any **Fees and Expenses** bills

### 16 Cancellation

**We** may cancel this Policy at any time giving fourteen days notice by recorded delivery letter to **Your** address last known to **Us** and in such event **We** will return the pro-rata portion of the premium and tax for the unexpired Period of Insurance

### 17 Cooling Off Period

If **You** decide not to proceed with this insurance within fourteen days of receipt of the Policy documents **We** will refund any premium and tax **You** have paid subject to

- (a) **You** notifying the broker or organisation that sold the Policy and returning the original Certificate of Insurance and any other certificates to them within fourteen days of receipt
- (b) no claims having been made and no incidents having arisen that could result in a claim under the Policy

### 18 Contracts (Rights of Third Parties) Act 1999

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

# GENERAL EXCLUSIONS

*These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated*

**We will not be liable for**

## **1 Nuclear Risks**

- (a) *loss or destruction of or damage to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss*
- (b) *any legal liability of whatsoever nature*

*directly or indirectly caused by or contributed to by or arising from*

- (i) *ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel*
- (ii) *the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof*

*This General Exclusion does not apply to the Employers Liability Insurance Section*

## **2 War Risks**

*any contingency or injury occasioned by or happening through or in consequence of war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority*

*This General Exclusion does not apply to the Employers Liability Insurance Section*

## **3 Pressure Waves**

*loss damage or destruction occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed*

## **4 Fines or Penalties**

*the cost of fines penalties punitive exemplary aggravated liquidated and multiple damages*

## **5 Fraud**

- (a) *loss damage or destruction by fraud forgery or deception*
- (b) *theft or any attempt thereat in which any **Director Partner Employee** or any member of **Your** family is concerned as principal or accessory*

## **6 Change in Water Table Level**

*loss damage or destruction attributable solely to change in the water table level*

## **7 Consequential Loss or Damage**

*consequential loss or damage of any kind or description except where specifically included*

## GENERAL EXCLUSIONS (continued)

*These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated*

### **8 TERRORISM**

*liability death injury loss damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including consequential loss and damage) directly or indirectly caused by resulting from or in connection with*

- (a) any act of **TERRORISM** regardless of any other cause or event contributing concurrently or in any other sequence to the loss*
- (b) any action taken in controlling preventing suppressing or in any way relating to any act of **TERRORISM***

*except to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees*

*For the purpose of this Exclusion an act of **TERRORISM** means an act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public or any section of the public in fear*

*In any action suit or other proceedings where **We** allege that by reason of this Exclusion any liability death injury loss damage destruction cost or expense is not covered by this Policy (or is covered only up to a specified Limit of Indemnity) the burden of proving that such liability death injury loss damage destruction cost or expense is covered (or is covered beyond the Limit of Indemnity) shall be upon **You***

*In the event any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect*

### **9 Date Recognition / Discontinuity**

*loss damage or destruction or consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether **Your** property or not and whether occurring before during or after the Year 2000*

- (a) correctly to recognise any date as its true calendar date or*
- (b) correctly to recognise capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of
  - (i) treating any date otherwise than as its true calendar date or*
  - (ii) the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes loss of data or information or command or instruction or the inability correctly to capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process such data or information or command or instruction on or after any date**

*or*

## GENERAL EXCLUSIONS (continued)

### 9 **Date Recognition / Discontinuity** (continued)

(c) otherwise to function correctly

but should such loss damage or destruction or consequential loss result in additional loss or damage or consequential loss (which is not otherwise excluded) caused by

- (i) fire lightning explosion earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves storm flood escape of water from any tank apparatus or pipe impact by a road vehicle or animal or any article dropped from a road vehicle or
- (ii) theft

where insured and not otherwise excluded then this Exclusion shall not apply to such additional loss or damage or consequential loss

*This General Exclusion does not apply to the Public and Products Liability Insurance Section*

*All other terms Conditions and Exclusions shall continue to apply but this Exclusion shall take precedence over any provision to the contrary*

### 10 **Virus or Similar Mechanism**

- (1) loss damage or destruction to **Computer Equipment** auxiliary equipment or computer media directly or indirectly occasioned by or arising from **Virus or Similar Mechanism or Hacking**
- (2) additional Costs of Working in consequence directly or indirectly of **Virus or Similar Mechanism or Hacking**
- (3) loss destruction or damage to the **Computer Equipment** auxiliary equipment or any computer media directly or indirectly caused by or consisting of or additional costs and expenses arising directly or indirectly from the failure of any computer or other equipment or system for recognising capturing saving retaining storing manipulating interpreting calculating or retrieving data whether **Your** property or not and whether occurring before during or after the Year 2000
  - (a) correctly to recognise any date as its true calendar date or
  - (b) correctly to recognise capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of
    - (i) treating any date otherwise than as its true calendar date or
    - (ii) the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes loss of data or information or command or instruction or the inability correctly to capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process such data or information or command or instruction on or after any date or
  - (c) otherwise to function correctly

*This General Exclusion does not apply to the Public and Products Liability Insurance Section*

*All other terms Conditions and Exclusions shall continue to apply but this Exclusion shall take precedence over any provision to the contrary*

## **GENERAL EXCLUSIONS (continued)**

### **11 Northern Ireland**

*loss damage or destruction to any property in Northern Ireland or loss resulting therefrom or any direct or indirect consequential loss caused by or happening through or in consequence of riot civil commotion strikers persons taking part in labour disturbances or malicious persons*

### **12 Pollution or Contamination**

*loss damage or destruction from pollution or contamination unless arising in consequence of **Damage** caused by or resulting in a **Defined Peril***

*This General Exclusion does not apply to the Public and Products Liability Insurance Section and its Extensions*

### **13 Excluded Property and Contingencies**

*loss damage or destruction to property or liability or contingencies more specifically insured by any other policy or security*

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