

PROFESSIONAL
salonsdirect



SALON COMBINED INSURANCE
POLICY DOCUMENT

Underwritten By
AXA Insurance UK plc

in association with

Professional Beauty
Trades Exhibitions Ltd, Allington House, 25 High Street, Wimbledon Village, SW19 5DX

and

InEvexco Limited
Suite 184, 80 Churchill Square Business Centre, Kings Hill, West Malling, Kent, ME19 4YU



WELCOME

The insurance contract

In return for payment of the premium shown in your Schedule and Invoice, **We** agree to insure **You**, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage **You** sustain or legal liability **You** incur for accidents happening during the **Period of Insurance**.

Policy documentation

This document, the Schedule of Insurance, the Statement of Fact, and any Endorsements form **Your** policy and will be read together as one document. This document sets out the conditions of the insurance between **You** and **Us**.

YOUR POLICY, STATEMENT OF FACT, AND SCHEDULE OF INSURANCE SHOULD BE READ CAREFULLY TO ENSURE THEY MEET **YOUR** REQUIREMENTS. PLEASE CONTACT INEVEXCO LTD IMMEDIATELY IF ANYTHING NEEDS CORRECTING, OR IF ANYTHING IS NOT CLEAR TO **YOU**. IF **YOU** DO NOT COMPLY WITH THE TERMS AND CONDITIONS IN THE POLICY **WE** MAY NOT PAY IF **YOU** WISH TO CLAIM OR MAY ONLY MAKE A REDUCED SETTLEMENT. **YOU** SHOULD REVIEW THE COVER PERIODICALLY TO ENSURE IT IS ADEQUATE FOR **YOUR** REQUIREMENTS.

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

Fair presentation

In arranging this policy **You, Your** senior management and/or persons responsible for arranging the Policy must have provided **Us** with a fair presentation of the risks to be insured. This means **You** must have clearly disclosed all material facts which **You, Your** senior management and/or persons responsible for arranging the Policy knew or ought to have known. If **You** have not made a fair presentation, this could mean part or all of a claim may not be paid. Please be aware that in some circumstances, if **You** have not made a fair presentation of the risk, **We** may avoid the contract and the premium may not be returned. **You, Your** senior management, and/or persons responsible for arranging the Policy must also make a fair presentation to **Us** when the policy is to be renewed and any time **You** make an amendment to the policy.

Words in bold type

Wherever words appear in bold in this policy they will have the meanings shown in the Definitions on pages 14 - 16.

Signed for and on behalf of
InEvexco Limited



Mark Clayton, Managing Director

On behalf of AXA Insurance UK plc

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INTRODUCTION

Your Policy is a valuable document and **We** recommend that **You** study it carefully particularly the pages headed **Important Information** and **What Is Not Covered Under This Policy**

You may find the pages headed **Definitions** helpful as **We** have set out the meaning of some words and terms

Your Policy provides cover against certain clearly specified events but in common with other insurances only against those events **Your** Policy is not a "maintenance contract" and does not provide cover for normal wear tear or deterioration

It is **Your** continuing responsibility to ensure that **Your** property is properly maintained and kept secure

CUSTOMER SERVICE

This insurance is underwritten and administered on behalf of AXA Insurance UK plc, by InEvexco Limited. If You have a query on this insurance You should contact:

InEvexco Limited
Suite 184, 80 Churchill Square Business Centre
Kings Hill
West Malling
Kent, ME19 4YU

Phone: **0345 605 8670**

Email: info@professionalbeautydirect.co.uk

Emergency Contacts

Your policy provides several claims services with helpline numbers which you may find useful:

Glass Replacement Service is 0300 303 2944*

A quick and efficient service available 365 days a year.

*The Glass replacement service is provided by an AXA approved glazing and locks provider.

Telephone calls may be monitored and recorded.

Emergency Helpline is 0330 024 5346**

Our 24 hour emergency helpline. Please quote AXA Commercial when you call.

We will provide details of reputable contractors who will be able to help.

Calling the helpline does not constitute notification of an insurance claim.

You will have to pay for any call out charges, parts and cost of labour.

If connected to a potential claim please follow the Claims Notification Condition and Claims Procedures Condition first

**The emergency assistance helpline is provided on behalf of Arc Legal Assistance Ltd by AXA Assistance UK.

Arc Legal Assistance make no additional charge for providing these services.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority.

Their Firm Reference Number is 305958.

Telephone calls may be monitored and recorded.

How to make a claim

If you need to make a claim, You should contact:

InEvexco Limited
Suite 184, 80 Churchill Square Business Centre
Kings Hill
West Malling
Kent, ME19 4YU

Phone: **0345 605 8670**

Email: info@professionalbeautydirect.co.uk

How to make a complaint

Complaints to Us

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 following contact details. Please tell us **Your** name and **Your** policy number and the reason for **Your** complaint.

We may record phone calls.

For complaints about Your policy, contact InEvexco Limited at:

InEvexco Limited

Suite 184, 80 Churchill Square Business Centre
Kings Hill
West Malling
Kent, ME19 4YU

Phone: **0345 605 8670**

Email: info@professionalbeautydirect.co.uk

Calls to 0345 numbers will cost no more than calls to 01 or 02 numbers in the UK. Calls from mobile phones may cost more. Other network charges will vary.

If you need to make a complaint about a claim please contact AXA Insurance plc at:

Axa Insurance

Commercial Complaints

Axa House

4 Parklands

Lostock

Bolton

BL6 4SD

Phone: **01204 815359**

Email: commercial.complaints@axa-insurance.co.uk

AXA Insurance and InEvexco Limited aim to provide the highest standard of service to every customer. If our service does not meet **Your** expectations, we want to hear about it so we can try to put things right.

All complaints we receive are taken seriously. Following the steps below will help us understand **Your** concerns and give **You** a fair response.

When **You** make contact please tell us the following information:

- Name, address and postcode, telephone number and e-mail address (if **You** have one).
- **Your** policy and/or claim number, and the type of policy **You** hold.
- The name of **Your** insurance agent/firm (if applicable).
- The reason for **Your** complaint.

Any written correspondence should be headed "**COMPLAINT**" and **You** may include copies of supporting material.

Beyond AXA Insurance plc and InEvexco Limited

Should **You** remain dissatisfied following **Our** final written response, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider **Your** complaint if **We** have given **You Our** final decision.

You have six months from the date of **Our** final response to refer **Your** complaint to the FOS. This does not affect **Your** right to take legal action.

Its address is:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Phone: **08000 234 567** if calling from a landline or **0300 123 9123** if calling from a mobile

Email: complaint.info@financialombudsman.org.uk

You can visit the Financial Ombudsman Service website at **www.financial-ombudsman.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.

Our promise to **You**

We will

- Acknowledge written complaints promptly.
- Investigate **Your** complaint quickly and thoroughly.
- Keep **You** informed of progress of **Your** complaint.
- Do everything possible to resolve **Your** complaint.
- Learn from **Our** mistakes.
- Use the information from complaints to continuously improve **Our** service.

Telephone calls may be recorded and monitored.

Regulation

InEvexco Limited is authorised and regulated by the Financial Conduct Authority no. 579079.

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check their website **www.fca.org.uk**, which includes a register of all the firms they regulate. Or **You** can phone it on **0800 111 6768**.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme(FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **We** cannot meet **Our** obligations to **You**. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

IMPORTANT INFORMATION

Policy conditions

You must comply with the conditions of the insurance to have full protection of **Your** policy. If **You** do not comply then **We** may at **Our** option take one or more of the following actions

1. Cancel **Your** policy
2. Declare **Your** policy void (treating **Your** policy as if it had never existed)
3. Change the terms of **Your** policy
4. Refuse to deal with all or part of any claim or reduce the amount of any claim payments

It is important that:

- **You** check that the sections **You** have requested are included in the policy;
- **You** check that the information **You** have given **Us** is accurate – see the “information **You** have given **Us**” section;
- **You** notify **Us** as soon as practicable of any inaccuracies in the information **You** have given **Us**;
- **You** comply with **Your** duties under each section and under the insurance as a whole

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

Important Information You Have Given Us

1. Fair presentation of risk condition

You have a duty to make a fair presentation of the risk which **You** wish to insure. This applies prior to the start of **Your** policy, if any variation is required during the **Period of Insurance** and prior to each renewal. If **You** do not comply with this condition then

- (a) If the failure to make a fair presentation of the risk is deliberate or reckless we can elect to make **Your** policy void and keep the premium. This means treating the policy as if it had not existed and that **We** will not return your premiums, or
- (b) If the failure to make a fair presentation of the risk is not deliberate or reckless and **We** would not have provided cover had **You** made a fair presentation, then **We** can elect to make **Your** policy void and return **Your** premium, or
- (c) If the failure to make a fair presentation of the risk is not deliberate or reckless and **We** would have issued cover on different terms had **You** made a fair presentation of the risk then **We** can:
 - (i) reduce proportionately any amount paid or payable in respect of a claim under **Your** policy using the following formula. **We** will divide the premium actually charged by the premium which **We** would have charged had **You** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
 - (ii) treat **Your** policy as if it had included the different terms (other than payment of the premium) that **We** would have imposed had **You** made a fair presentation.
- (d) Where **We** elect to apply one of the above then
 - (i) If **We** elect to make **Your** policy void, this will be from the start of the policy, or the date of variation or from the date of renewal
 - (ii) **We** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the policy, or the date of variation or from the date of renewal
 - (iii) **We** will treat the policy as having different terms imposed from the start of the policy, or the date of variation or from the date of renewal

Depending on when the failure to make a fair presentation occurs.

Other Important Information

2. Cancellation condition

- (a) **You** may cancel **Your** policy within 14 days of receiving **Your** policy in the first **Period of Insurance** if for any reason **You** are dissatisfied or the policy does not meet **Your** requirements.
- (b) **You** may cancel **Your** policy at any time if the **Business** is sold by **You** or **You** cease trading or **You** sell all the property insured shown in **Your** schedule.
- (c) **We** can cancel **Your** policy
 - (i) at any time by giving 30 days written notice to **Your** last known address
 - (ii) immediately, without giving **You** notice if the premium has not been paid to **Us**.

Where **Your** policy is cancelled in accordance with any of the above provisions, **We** will refund part of the premium paid, proportionate to the unexpired **Period of Insurance** following cancellation, provided that no claim has been paid or is outstanding in the current **Period of Insurance**. Cancellation of **Your** policy will not affect any claims or rights **You** or **We** may have before the date of cancellation.

We do not have to offer renewal of **Your** policy and cover will cease on the expiry date.

3. Cancellation – Refund of Premium

If this insurance is cancelled outside the cooling off period then, **We** will return a percentage of the premium and tax paid for the current **Period of Insurance** in accordance with the table below subject to

- (a) no claims having been made and no incidents having arisen that could result in a claim under this Policy
- (b) a minimum premium of £25 plus Insurance Premium Tax at the current rate being retained by **Us**

Number of months on cover from commencement of the Period of Insurance	Percentage of current Premium returned including Tax
Within 1 month	80%
Within 2 months	70%
Within 3 months	60%
Within 4 months	50%
Within 5 months	40%
Within 6 months	30%
Within 7 months	20%
Within 8 months	10%
More than 8 months	0%

If **We** pay any claim, in whole or in part, then no refund of premium will be allowed.

4. Important Note - Consumer Insurance (Disclosure and Representations) Act 2012

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

5. Claims notification condition

You must

- (a) As soon as practical
 - (i) give **Us** notice of any circumstances which might lead to a claim under **Your** policy
 - (ii) give **Us** all the information **We** request
- (b) immediately
 - (i) on receipt send **Us** every letter, court order, summons or other legal document served upon **You**

- (ii) tell **Us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under **Your** policy
- (iii) notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.

We will not pay **Your** claim where **You** have not complied with this condition.

If **You** want to make a claim under this policy, please contact:

InEvexco Limited

Suite 184, 80 Churchill Square Business Centre
Kings Hill
West Malling
Kent, ME19 4YU

Phone: **0345 605 8670**

Email: info@professionalbeautydirect.co.uk

6. Claims procedure condition

- (a) **You** must take, or allow others to take, practical steps to prevent further injury, loss or damage, recover property lost and otherwise minimise the claim
- (b) At **Your** expense **You** must provide **Us** with
 - (i) Full details in writing of any injury, loss or damage and any further information or declaration **We** may reasonably require
 - (ii) any assistance to enable **Us** to settle or defend a claim
 - (iii) details of any other relevant insurances
- (c) **You** may not accept, negotiate, pay, settle, admit or repudiate any claim without **Our** written consent
- (d) Following a claim **You** must allow **Us** or anyone authorised by **Us**
 - (i) access to premises
 - (ii) to take possession of, or request delivery to **Us** of any property insured.
- (e) **You** may not abandon any property to **Us**
- (f) **We** will be allowed complete control of any proceedings and settlement of the claim.

We will not pay **Your** claim where **You** have not complied with this condition

We will not be bound to reinstate exactly or completely but only as circumstances permit in a reasonably sufficient manner and will not in any case expend in respect of any one Item insured more than the Sum Insured thereon

7. Payment of Claims

If a claim is made under the Policy the Premium and Tax for which is paid through a third party credit scheme **We** may avail ourselves of the Terms and Conditions of the credit scheme and deduct any sum outstanding from **You** to us in respect of the credit facility from any settlement due to **You** of a claim made under this Policy.

8. Claims – Repayment of Excess

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

9. Claims – Other Insurance

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 **Our** rateable proportion thereof and **You** will declare to **Us** the existence and terms of any other insurance and will do all things necessary to secure payment of the relevant proportion of the claim by the other insurance

10. Claims – Fraudulent Claims

You and anyone acting for **You** must not act in a fraudulent way.

If **You** or anyone acting for **You**

- (a) knowingly makes a fraudulent or exaggerated claim under **Your** Policy
- (b) knowingly makes a false statement in support of a claim under **Your** Policy
- (c) Knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

We will

- (i) refuse to pay the claim
- (ii) declare the Policy void from the date of the fraudulent act without any refund of premiums.

We may also inform the police of the circumstances.

11. Subrogation (Our rights) condition

We will be entitled to undertake in **Your** name or on **Your** behalf

- (a) the defence or settlement of any claim
- (b) steps to enforce rights against any other party before or after payment is made by **Us**

12. Contracts (Rights of Third Parties) Act 1999

A person or company who is 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.

13. Law applicable to this policy

You and **We** can choose the law which applies to this policy. **We** propose that the Law of England and Wales apply. Unless **We** and **You** agree otherwise, the Law of England and Wales will apply to this policy.

14. Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **Your** policy that **We** will not provide cover, or pay any claim or provide any benefit under **Your** policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us**, or **Our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

15. Protecting Your data

AXA Insurance UK plc is part of the AXA Group of companies which takes **Your** privacy very seriously. For details of how **We** use the personal information **We** collect from **You** and **Your** rights please view **Our** privacy policy at www.axa.co.uk/privacy-policy. If **You** do not have access to the internet please contact **Us** and **We** will send **You** a printed copy.

16. Observance of Policy Terms

The answers and statements in the **Statement of fact** 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**.

17. Reasonable Care

You must take reasonable steps to

- (a) prevent or protect against **Injury**, loss or **Damage**
- (b) keep **Your Premises**, machinery, plant and equipment and all other property insured in good condition and in full working order
- (c) remedy any defect or any danger that becomes apparent, as soon as possible

- (d) If required by **Us**, **You** must allow access to **Your Premises** and/or activities of **Your Business** to carry out inspection or survey. **You** must complete any risk improvements that **We** ask for, within a reasonable period of time advised by **Us**.

18. Payment of Premium

- (a) 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
- (b) If the Premium for the Policy is paid through a credit scheme
 - (i) it is a condition precedent to **Our** liability that each credit payment is made on the due date as required by the repayment schedule of the credit scheme
 - (ii) if there is a default through non-compliance with credit scheme Terms and Conditions the Policy will be cancelled from the date of the first default
 - (iii) if there is a default in the repayment schedule occurring through circumstances other than a breach of the Terms and Conditions of a credit scheme then the Policy will be suspended for 7 days in order for the default to be remedied. If the default remains unremedied within that time the Policy will be cancelled at the end of that 7 day period

19. Change of Risk Condition

You must tell **Us** as soon as possible during the **Period of Insurance** of any change

- (a) to the business
- (b) in the person, firm, company or organization shown in **Your** schedule as the insured
- (c) to the information **You** provided to **Us** previously or any new information that increases the risk of loss as insured under any section of **Your** policy

Your policy will come to an end from the date of the change unless **We** agree in writing to accept an alteration.

We do not have to accept any request to vary **Your** policy. If **You** wish to make any alteration to **Your** policy **You** must disclose any change to the information **You** previously provided or any new information that could affect this insurance. If **We** accept any variation to **Your** policy, an increase in the premium or different terms or conditions of cover may be required by **Us**.

20. Unoccupancy

Within 7 days of the **Premises** or any part thereof becoming **Unoccupied**:

- (a) all services are to be turned off at the mains except electricity where needed to maintain any fire or intruder alarm system in operation and the water and heating system drained;
- (b) the **Premises** are to be adequately secured against unauthorised entry;
- (c) at least weekly inspections are to be made of the **Premises** by **You** or a responsible person acting on **Your** behalf; and
- (d) any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the **Premises**.

21. Heating

- (a) All heating apparatus and appliances at the **Premises** must be sited with no combustible materials within hazardous proximity.
- (b) All night storage heaters at the **Premises** must be fitted with sloping wire-guards to prevent combustible materials being placed on them.
- (c) All open fires must be fitted with spark guards.
- (d) All forms of portable heaters must be turned off when the **Premises** are left unattended.

22. Fire Prevention

You will ensure that suitable fire extinguishing appliances are kept at the **Premises** and are maintained in efficient working order

23. Waste

- (a) All oily or greasy waste and cloths must be kept in metal receptacles with metal lids and removed from the **Buildings** at the end of each working day and from the **Premises** at intervals not exceeding one week.
- (b) All other trade waste must be swept up at the end of each working day placed in metal receptacles with metal lids and removed from the **Premises** at intervals not exceeding one week.

24. Employers Liability Right of Recovery

Where Employers Liability risks are insured by this Policy the cover provided is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees within England, Scotland, Wales, Northern Ireland, the Channel Islands, and the Isle of Man

However **You** will repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of law

25. Arbitration condition

If **We** agree to pay **Your** claim and **You** disagree with the amount to be paid it may be referred to an arbitrator who is jointly appointed. Alternatively, depending on the size of **Your** business, **You** may be able to refer **Your** case to the Financial Ombudsman Service (FOS). In either case this will not affect **Your** right to take action against **Us** over this disagreement.

This condition does not apply to Section 3 – Employers’ liability and Section 4 – Public and Products Liability (including Treatment Liability).

26. DEFINITIONS

Some words have a special meaning in the Policy, the Schedule, the Clauses, the Endorsements, and Extensions and these are listed below. Wherever a word with a special meaning is used in the policy, it will be printed in **bold** type.

Accounts Receivable means the records of Credit Accounts of the **Trade or Business** kept in the **Salon**

Asbestos means **Asbestos** in any form, **Asbestos** fibres or particles or derivatives of **Asbestos** or any material containing **Asbestos**

Average means that whenever a Sum Insured is declared to be subject to **Average** if the Sum Insured at the time of the loss destruction or damage hereby insured is less than 85 per cent of the total value of the property insured then **You** shall be considered as being **Your** own insurer for the difference and shall bear the appropriate proportion of the loss accordingly

Buildings means the building and **Outbuildings** of **Standard Construction** occupied for the **Trade or Business** and for private dwelling purposes or the other purposes at the **Premises** described in the Schedule

Business Hours means hours during which **You** or any **Employee** is at the **Salon** for the purposes of the **Trade or Business**

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 the equipment and data carrying materials used in connection with the equipment but excluding programmes and software not being proprietary branded data or telephone systems

Computer Systems means computer or other equipment or component or system or item which processes stores transmits or receives **Data**

Contents means all items contained within the following definitions: **General Contents Other Contents Shopfront Stock in Trade and Tenants Improvements**

Contractors means any person, persons, company, firm or organisation which is or are on the **Premises** specified in the Schedule for the purpose of carrying out construction, alteration, extension or repairs to **Buildings** or **Contents**

Damage means accidental physical loss, damage or destruction

Data means any data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever

Defined Peril 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

Denial of Service Attack means any actions or instructions constructed or generated with the ability to **Damage**, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **Computer Systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of systems or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **Computer Systems**

Director means a director of the policyholder where **You** are a Limited Company

Electronic Data means facts, concepts or information in a form usable for communications, interpretation or processing by electronic or electro-mechanical data processing or electronically controlled equipment which includes programmes, software, firmware, operating systems or other coded instructions for the processing or manipulation of **Data**

Flood means **Damage** caused by the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam. Inundation from the sea. Rain induced run off, whether resulting from storm or not.

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 the **Trade or Business**

Excess means the amount that will be deducted by **Us** from the total agreed amount of any claim (only one Excess will be deducted from the total amount for claims arising out of one event) This Definition will not apply to Section 4 Public and Products Liability and its Extensions which have Special Definitions

General Contents means salon furniture and furnishings machinery plant trade utensils tools implements and equipment including **Computer Equipment**

Hacking means unauthorised access to any **Computer Systems** whether **Your** property or not

Injury means bodily injury, death, illness, disease or shock causing bodily injury

Invasive means a procedure involving puncture or incision of the skin or insertion of an instrument or foreign material into the body

Manslaughter Costs means costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate manslaughter, corporate homicide or culpable homicide

Money means coin bank and currency notes bankers drafts postal and money orders cheques Giro cheques bills of exchange crossed warrants unused current postage stamps holiday with pay stamps National Insurance stamps stamped holiday with pay cards stamped National Insurance cards National Savings Certificates Premium Bonds luncheon vouchers credit and debit card sales vouchers gift tokens consumer redemption vouchers trading stamps telephone cards validated lottery scratch cards unexpired units in franking machines and VAT purchase invoices belonging to **You** or for which **You** are responsible and pertaining to the **Trade or Business**

Notifiable Human Disease means illness sustained by any person resulting from

(a) food or drink poisoning or

(b) any of the following human infectious or human contagious disease

- i) Acute Encephalitis
- ii) Acute Poliomyelitis
- iii) Anthrax
- iv) Chicken Pox
- v) Cholera
- vi) Diphtheria
- vii) Dysentery
- viii) Legionellosis
- ix) Legionnaires Disease
- x) Leprosy
- xi) Leptospirosis
- xii) Malaria
- xiii) Measles
- xiv) Meningococcal Infection

- xv) Mumps
- xvi) Ophthalmia Neonatorum
- xvii) Paratyphoid fever
- xviii) Plague
- xix) Rabies
- xx) Rubella
- xxi) Scarlet Fever
- xxii) Smallpox
- xxiii) Tetanus
- xxiv) Tuberculosis
- xxv) Typhoid Fever
- xxvi) Viral Hepatitis
- xxvii) Whooping Cough
- xxviii) Yellow Fever

An outbreak of which the competent local authority has stipulated will be notified to them

Offshore means as from the time when **You** or **Your Employees** or any other person or persons for whom **You** may be responsible embark onto a conveyance at the point of final departure to an offshore rig offshore platform or offshore installation until they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform or an offshore installation

Other Contents means

- (1) documents, manuscripts, and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to **You** of the information contained in the documents, manuscripts, and business books
- (2) computer system records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing the records (excluding any expenses in connection with the production of information to be recorded in the computer system records) and not for the value to **You** of the information contained in the computer system records for an amount not exceeding £5,000 and if not otherwise insured
- (3) **Directors Employees** customers and visitors personal effects for an amount not exceeding £500 in respect of any one person

Outbuildings means any outbuilding used in conjunction with the **Buildings** together with storage tanks fixed signs lighting standards paved terraces verandas patios drives paths walls gates and fences

Period of Insurance means the period from the start date to the expiry date shown in **Your** schedule

Personal Injury means personal injury or infringement of a person`s legal right other than **Bodily Injury** or a right arising from title to, or an interest in property.

Phishing means any access or attempted access to **Data** made by means of misrepresentation or deception

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**, loss or **Damage** to property directly or indirectly caused by pollution or contamination arising from **Polluting or Contaminating or Seeping Substances**

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

Premises means the **Buildings** including **Outbuildings** and land used for the **Trade or Business** and situate as stated in the Schedule

Principal means any public authority, government, body, company, firm, organisation or person for whom **You** are undertaking a contract

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

Remediation includes "remediation" under the Environment Act 1995, Section 5.78A

Salon means those parts of the **Buildings** used by **You** for retail purposes in connection with the **Trade or Business**

Safety legislation costs means costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **Territorial Limits**.

Shopfront means the windows, doors, frames, signs and walling, including security fittings and fixed associated electrical equipment all forming part of the front of the **Premises**

Standard Construction means constructed of brick, stone or concrete and roofed with slates, tiles, metal, concrete, asphalt or sheets composed entirely of non-combustible mineral ingredients

Stock in Trade means stock in trade **Your** property or held by **You** in trust or in commission for which **You** are responsible excluding **Stock of Clothing and Leisurewear**

Stock of Clothing and Leisurewear means stock of clothing and leisurewear **Your** property or held by **You** in trust or in commission for which **You** are responsible

Tenants Improvements means sanitary ware decorations and improvements to the **Buildings** including landlord's fixtures and fittings for which **You** are responsible as tenant and not as owner

Territorial Limits means England, Scotland, Wales, Northern Ireland the Channel Islands and the Isle of Man This definition does not apply to Section 3 Employers Liability and Section 4 Public and Products Liability and their Extensions which have Special Definitions

Terrorism means in England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organization which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

In Northern Ireland: An act including but not limited to the use of force or violence and or threat thereof of any person 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 intention to influence any government and or put the public or any section of the public in fear

In the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto

Trade or Business means the Trade or Business specified in the Schedule and includes

- (1) the provision and management for the benefit of **You** and **Your Employees** of canteen social sports educational or welfare facilities and first aid fire security and ambulance services
- (2) the ownership and routine maintenance and repair of the **Premises** from which the **Trade or Business** is conducted

Unoccupied in respect of the **Salon** means closed for **Trade or Business** for more than 21 consecutive days and in respect of any other part of the **Buildings** means without a tenant or occupant for more than 21 consecutive days

Us We or **Our** means AXA Insurance UK plc

Virus or Similar Mechanism means program code programming instruction or any set of instructions constructed with the purpose and ability or purposely used to **Damage**, interfere with, adversely affect, infiltrate or monitor computer programs, **Computer Systems**, data or operations, whether involving self-replication or not. The meaning of **Virus or Similar Mechanism** includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to **Damage**, interfere with, adversely affect, infiltrate or monitor the above.

Workmen means any person, persons, company, firm or organisation which is or are on the **Premises** specified in the Schedule for the purpose of carrying out repairs, decoration, general maintenance and minor alterations to **Buildings** or **Contents**

You or Your means the person or persons or corporate body named in the Schedule and includes

- (1) **Your** legal personal representatives if **You** die in respect of liability incurred by **You**
- (2) or at **Your** request any **Director** partner or **Employee**

SECTION 1 BUILDINGS AND CONTENTS

WHAT IS COVERED

If **Damage** occurs during the **Period of Insurance** within the **Premises** to

1. Property Insured

described in the Schedule at the **Premises**

2. Property not at the Premises being

A. computer records, documents, manuscripts and business books

B. **Stock in Trade** and trade fixtures, fittings and equipment in any building at exhibition premises in which **You** are participating as an exhibitor

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable for

(i) the **Excess** specified in the Schedule

A. (i) the **Excess** specified in the Schedule

(ii) theft unless from a locked building

(iii) any amount in excess of £1,000

(iv) loss damage or destruction unless **Contents** at the **Salon** are insured by this Section

(v) loss, damage or destruction to computer records not included under the Definition of **Other Contents**

C. (i) the **Excess** specified in the Schedule

(ii) any amount in excess of 10% of **Contents** Sum Insured

(ii) theft from any stand or display whilst left unattended unless the exhibition premises are closed and secure

We will pay to **You** the amount of loss as stated in the Basis of Settlement

SECTION 1 BUILDINGS AND CONTENTS EXTENSIONS

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

This Section also insures

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable for

1. Glass

Damage to fixed glass polycarbonate and neon or illuminated signs within or forming part of the **Buildings**

Additional Expenses

We will pay for repair or replacement of framework lettering or alarm foil following **Damage** to glass insured by this Section

- (i) the **Excess** specified in the Schedule
- (ii) loss, destruction or damage to glass in any **Unoccupied Premises**
- (iii) breakage caused by scratching installation or removal of glass or repairs to the **Buildings**
- (iv) damage existing prior to the commencement of this insurance
- (v) glass already cracked or broken
- (vi) any amount in excess of 10% of the **Contents Sum Insured** or £5,000 whichever is the less

2. Tenants liability for theft damage

the cost of repair of **Damage** to the **Buildings** or **Outbuildings** for which **You** are responsible as tenant following theft or attempted theft

- (i) damage when the **Buildings** or **Outbuildings** are **Unoccupied**
- (ii) the **Excess**
- (iii) any amount in excess of 50% of the **Contents Sum Insured** or £10,000 whichever is the less

3. Replacement of Locks

the cost incurred in replacement of locks to the **Salon** following loss of keys

- (i) the replacement of locks arising from theft of keys from the **Salon** out of **Business Hours** or when the **Salon** is **Unoccupied**
- (ii) any amount in excess of £1,000 in all

4. Septic Tanks and Underground Services

the cost for which **You** are responsible for repair of **Damage** to

- (a) septic tanks
- (b) underground services (including covers) extending from the **Premises** to the public mains

- (i) the **Excess** specified in the Schedule
 - (ii) any amount in excess of 50% of the **Contents Sum Insured** or £25,000 whichever is the lesser amount
-

SECTION 1 BUILDINGS AND CONTENTS EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

This Section also insures

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable

5. Rented Buildings

against legal liability for **Damage** occurring during the **Period of Insurance** to the **Buildings** hired or rented to **You** for the purpose of the **Trade or Business**

- (i) for the **Excess** specified in the Schedule
- (ii) for liability assumed under a tenancy or other agreement which would not have attached in the absence of the agreement
- (iii) if Section 4 Public and Products Liability of this Policy is in force
- (iv) for loss, damage or destruction by theft or attempted theft when the **Buildings** are **Unoccupied**
- (v) for any amount in excess of £5,000
- (vi) for loss damage or destruction unless **Contents** at the **Salon** are insured by this Section

6. Extinguishment Expenses

the reasonable costs incurred by **You** for refilling fire extinguishment appliances and replacing used sprinkler heads

- (i) for costs other than as a direct result of insured **Damage**
- (ii) for any amount in excess of £5,000

7. Metered Water

the cost incurred by **You** as determined by the Water Supply Undertakings Meter for charges demanded by the Water Supply Undertaking Company following insured **Damage** to water apparatus after the point of the service feed to the **Premises**

- (i) for the **Excess** specified in the Schedule
- (ii) for any loss, damage or destruction not discovered within 180 days of its occurrence
- (iii) for any loss occurring when any part of the **Buildings** in which the loss occurs are **Unoccupied**
- (iv) for any amount in excess of £2,500

8. Clearing of Drains

the reasonable costs incurred by **You** for clearing cleaning or repairing drains, gutters, sewers and the like for which **You** are responsible

- (i) for the **Excess** specified in the Schedule
- (ii) for costs other than as a direct result of loss damage or destruction caused by a **Defined Peril**
- (iii) for any amount in excess of £5,000

SECTION 1 BUILDINGS AND CONTENTS EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

The insurance by this Section is extended as described below

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable

9. Designation

Where necessary the Item heading under which any property is insured will be determined by the designation under which the property appears in **Your** books

10. Seasonal Sum Insured Increase - Contents

The Sum Insured under **Contents** is increased by 20% for the months of November, December and January in each year or for any other 3 month period selected by **You** and which has been notified in writing to and agreed by **Us**

11. Inflation Protection - Buildings

The Sum Insured on **Buildings** is adjusted monthly by the percentage movement in the Royal Institution of Chartered Surveyors BCIS General Building Cost Index or an alternative index specified by **Us**

We will not charge an additional premium for the changes in the Sum Insured which will occur monthly but the next renewal premium will be calculated on the adjusted Sum Insured

SECTION 1 BUILDINGS AND CONTENTS EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

The insurance by this Section is extended as described below

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable

12. Automatic Reinstatement of Sum(s)

Insured

Unless **We** give written notice to the contrary the Sum(s) Insured will be automatically reinstated by the amount of any claim provided that

- (a) **You** pay the appropriate additional premium and tax
- (b) in respect of **Damage** by theft (if insured) the automatic reinstatement will apply on the first occasion only in each **Period of Insurance**

13. Purchasers Interest

If **You** have contracted to sell the **Premises** and the purchaser has not insured the **Premises** before completion the purchaser will have the benefit of this Section insofar as it relates to the **Premises** up to the date of completion

14. Workmen

Workmen may be employed to effect repairs decoration general maintenance and minor alterations without prejudice to the insurance hereby

We shall not be liable for **Damage** caused by **Contractors** on the **Premises** for the purpose of carrying out contract works structural or other substantial alterations or extensions (including any contract under JCT conditions) unless agreed by **Us** in advance

It is a condition precedent to **Our** liability that when any work involves the application or generation of heat whether by **Contractors** or **Workmen** or otherwise **You** shall take all reasonable steps to ensure that the appropriate precautions are taken and measures imposed to ensure a safe working environment and minimise the risk of fire or other **Damage**. This means that **We** may not pay claims for losses falling under this extension where **You** (or any **Contractors** or Workmen engaged on your behalf) breach any of the above conditions unless the breach was totally irrelevant and could not have affected the actual loss suffered.

SECTION 1 BUILDINGS AND CONTENTS EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

The Insurance by this Section is extended as described below

We will not be liable

15. Capital Additions

If during the **Period of Insurance**

- (a) alterations or additions are made to any **Buildings** insured or
- (b) **Buildings** or **Contents** are acquired or constructed

at any **Premises** or elsewhere within the **Territorial Limits** and the additional property is not otherwise insured it will be held covered under the relevant Items of this insurance from the time from which **You** became responsible for it until the next renewal of this insurance at which date specific insurance will be effected

The Sum Insured by each Item will be deemed to be increased for that period only by the value of the additional property insured under the Item but by not more than 10% and subject to **Our** liability not exceeding £100,000 in respect of additional property at any one location

You will pay the appropriate additional premium and tax from the date upon which **You** took ownership of the alterations or additional **Buildings** or **Contents**

All the terms and Conditions of this Section and the Policy apply to this Extension except as expressly varied

16. Other Interests

The interest of

- (a) any freeholder mortgagee or lessor is noted in the insurance provided by this Section on **Buildings**
- (b) other parties supplying property to **You** under a hiring leasing or similar agreement or lending money for its purchase are noted in the insurance provided by this Section on **Contents**

and where there is a claim under this section the nature and extent of any interest will be disclosed to **Us**

SECTION 1 BUILDINGS AND CONTENTS EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

The insurance by this Section is extended as described below

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable for

17. Non Invalidation

The insurance provided by this Section shall not be invalidated by reason of any act omission or alteration unknown to or beyond **Your** control whereby the risk of **Damage** is increased provided that immediately they become aware thereof they shall inform **Us** in writing and pay an additional premium and tax if required

18. Contractors

Where **We** agree in advance in writing that contract works structural or other substantial alterations or extensions may be carried out by **Contractors** on the **Premises** Section Exclusion 1.F shall not apply provided that all precautions conditions and Risk Improvement Requirements imposed by **Us** are complied with

19. Subsidence Ground Heave or Landslip

This Section also insures **Damage** to the Property Insured caused by subsidence ground heave or landslip of any part of the site on which the property stands

Special Condition

In so far as this insurance relates to **Damage** caused by subsidence ground heave or landslip this policy will be avoided if the risk of **Damage** is increased by reason of demolition groundworks excavation or construction being carried out on any adjoining site unless admitted by **Us** in writing

- (a) *loss damage or destruction to yards car-parks roads pavements walls gates and fences unless also affecting Buildings insured hereby*
- (b) *loss damage or destruction caused by or consisting of*
 - (i) *the normal settlement or bedding down of new structures*
 - (ii) *the settlement or movement of made-up ground*
 - (iii) *coastal or river erosion*
 - (iv) *defective design or workmanship or the use of defective materials*
 - (v) *fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe*
- (c) *loss, damage or destruction which originated prior to the inception of this cover*
- (d) *loss, damage or destruction resulting from*
 - (i) *demolition, construction, structural alteration or repair of any property or*
 - (ii) *groundworks or excavation at the same **Premises***
- (e) *the **Excess** specified in the Schedule*

SECTION 1 BUILDINGS AND CONTENTS

WHAT IS NOT COVERED

These apply in addition to any other Exclusions in the Section and the General Exclusions

We will not be liable for

1. Damage caused by or consisting of

- A. (i) *faulty or defective designs or materials*
(ii) *inherent vice, latent defect, gradual deterioration, wear and tear or frost, or its own faulty or defective design or materials*
(iii) *faulty or defective workmanship operational error or omission by **You**, any of **Your Employees** or anyone on **Your** behalf, other than for **Damage** caused by a **Defined Peril** which is covered by this section*
(iv) *the bursting of*
(a) *any boiler not used for domestic purposes only*
(b) *any economiser or other vessel machine or apparatus belonging to or under **Your** control in which internal pressure is due to steam only*
*but this will not exclude subsequent **Damage** which itself results from a cause not otherwise excluded*
- B. (i) *corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects*
(ii) *change in temperature colour flavour texture or finish*
(iii) *joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping connected to them*
(iv) *mechanical or electrical breakdown or derangement for the particular machine apparatus or equipment where the breakdown or derangement originates*
*but this will not exclude **Damage** caused by a **Defined Peril** which is covered by this section*
- C. *theft or attempted theft*
(i) (a) *from the **Buildings***
(b) *from any building not forming part of the **Buildings** which does not involve entry to or exit from them by forcible and violent means or by actual or threatened assault or violence*
(ii) *from any part of the **Buildings** not occupied by **You** for the purpose of the **Trade or Business***
(iii) *from the open or from any outbuilding*
(iv) *from any vehicle or trailer*
(v) *from any **Building** which is **Unoccupied***
but this will not exclude
(a) ***Damage** which itself results from other **Damage** and is not otherwise excluded*
(b) *subsequent **Damage** which itself results from a cause not otherwise excluded*
- D. (i) *subsidence ground heave or landslip unless it results from a **Defined Peril** other than storm or **Flood** and which is not otherwise excluded*
(ii) *normal settlement or bedding down of new structures*
- E. *disappearance unexplained or inventory shortage misfiling or misplacing of information*
- F. ***Contractors** on the **Premises** for the purpose of carrying out contract works structural or other substantial alterations or extensions to **Buildings** (including any contract under JCT conditions)*

SECTION 1 BUILDINGS AND CONTENTS

WHAT IS NOT COVERED (continued)

2. **Damage**

- A. *by wind, rain, hail, sleet, snow, flood or dust to*
 - (i) *any moveable property in the open*
 - (ii) *fences and gates*

- B. *to any building or structure resulting in its own collapse or cracking unless it results from a **Defined Peril** and is not otherwise excluded*

- C. *to the Property Insured*
 - (i) *by fire caused by its undergoing any process involving the application of heat*
 - (ii) *resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair but this will not apply to any **Damage** caused by a **Defined Peril** and not otherwise excluded*

- D. *caused by*
 - (i) *freezing*
 - (ii) *escape of water from any tank apparatus or pipe*
 - (iii) *malicious persons not acting on behalf of or in connection with any political organisation but this will not apply to any **Damage** by fire or explosion which is not otherwise excluded in any **Building** which is **Unoccupied***

3. **Damage to**

- (i) *vehicles licensed for road use (including accessories) caravans trailers railway locomotives rolling stock watercraft or aircraft*
- (ii) *property or structures in the course of construction or erection and materials or supplies in connection with that property*
- (iii) *land pavements piers jetties bridges culverts or excavations*
- (iv) *livestock growing crops or trees*
- (v) *jewellery precious stones precious metals bullion furs curiosities works of art or rare books*
- (vi) **Stock of Clothing and Leisurewear**

4. **Electronic risks**

Any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from or occasioned by or resulting from

- (i) *damage to or the destruction of any **Computer Systems**; or*
- (ii) *any alteration, modification, distortion, erasure or corruption of **Data***

*in each case whether **Your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus or Similar Mechanism** or **Hacking** or **Phishing** or **Denial of Service Attack***

We will cover subsequent **Damage** which is covered by this section, which itself results from a **Defined Peril** covered by this section, except for damage caused by malicious persons other than thieves

5. **Consequential Loss**

direct or indirect consequential loss of any kind or description except loss of rent where that Item appears in the Schedule

6. Data Recognition

*damage directly or indirectly caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date, to process **Data** or to operate properly due to failure to recognise any given date but **We** will cover subsequent **Damage** which results from a **Defined Peril** covered by this section.*

SECTION 1 BUILDINGS AND CONTENTS BASIS OF SETTLEMENT

1. In respect of **Buildings** and **Contents** **We** will pay

- A the cost of reinstatement being
- (i) where the property is lost or destroyed
 - in the case of **Buildings** the cost of rebuilding
 - in the case of **Contents** the cost of its replacement by similar property
 - (ii) where the property is damaged the cost of repairing or restoring the damaged portions
- in either case to a condition substantially the same as but not better or more extensive than its condition when new
- B the cost of complying with European Union legislation or Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye Laws of any Public Authority (hereinafter called The Stipulations) being the additional cost of reinstatement of the property as may be incurred with **Our** consent solely by reason of the necessity to comply with The Stipulations first imposed upon **You** following **Damage** provided that the reinstatement is completed within twelve months of the occurrence of the **Damage** or within any further time as **We** may in writing allow
- C the cost of removing debris being the cost incurred with **Our** consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
- (i) incurred in removing debris from outside the site of the **Premises** at which the **Damage** has occurred other than from the area immediately adjacent to that site
 - (ii) arising from pollution or contamination of property not insured by this Section
- D the cost of professional fees being those necessarily incurred in the reinstatement of the property but not for preparing any claim

The undernoted provisions apply

- (1) European Union Legislation or Public Authority requirements
- We** will not be liable for
- (i) requirements relating to undamaged property or undamaged portions of property other than foundations (unless foundations are excluded from the insurance provided by this Section)
 - (ii) any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of The Stipulations
 - (iii) any amount in excess of 15% of the Sum Insured of the relevant Item or where the Sum Insured of the relevant Item applies to property at more than one **Premises** 15% of the total amount for which **We** would have been liable had the property insured by the Item at the **Premises** where the **Damage** occurred been wholly destroyed
 - (iv) the cost incurred in complying with The Stipulations for which there is an existing requirement which has to be implemented within a given period
- (2) Partial Damage
- Where **Damage** occurs to only part of the property **Our** liability will not exceed the amount which **We** would have been liable to pay had the property been wholly destroyed
- (3) Reinstatement on Another Site
- The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to **Your** requirements provided that it does not increase **Our** liability

(4) Alternative Basis of Settlement

Our liability will be limited to the alternative basis of Settlement (as defined below)

- (i) until the cost of reinstatement has actually been incurred
- (ii) if the work of reinstatement is not carried out as quickly as is reasonably practicable
- (iii) if at the time of its **Damage** the property is covered by any other insurance effected by or on **Your** behalf and the other insurance is not on the identical basis of reinstatement defined in Basis of Settlement 1A
- (iv) if it is provided in the Schedule that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement **We** will pay the value of the property at the time of its loss or destruction or the amount of the damage including the costs of

- complying with The Stipulations
- removing debris
- professional fees

as defined in Bases of Settlement 1B C and D above subject to the provisions and exclusions applying to those Bases of Settlement

For the purpose of the Underinsurance Provision the Insurable Amount will be the total of the value at the time of the **Damage** of the Property Insured by the Item and the additional costs 1B C and D above

2. In respect of computer records documents manuscripts and business books **We** will pay

- (i) the value of the materials as stationery
- (ii) for the clerical labour and computer time expended in reproducing the computer records or writing up those documents
- (iii) the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded

but excluding the value to **You** of the information on or in the computer records documents manuscripts and business books and subject to **Our** liability not exceeding the limit stated in the Definition of **Other Contents** or the Sum Insured whichever is the less

SECTION 1 BUILDINGS AND CONTENTS BASIS OF SETTLEMENT (continued)

General Provision applicable to all terms

Underinsurance

Under Basis of Settlement 1 2 or 3 above if at the time of **Damage** the Sum Insured by the relevant Item on property or interest is less than 85% of the Insurable Amount the amount otherwise payable by **Us** will be proportionately reduced

SECTION 1 BUILDINGS AND CONTENTS CONDITIONS

These apply in addition to the General Conditions

1. Risk Protections

A Fire Extinguishing Appliances

In respect of **Damage** by Fire it is a condition precedent to **Our** liability that **You** will maintain all fire extinguishing appliances at the **Premises** in efficient and effective working order. This means that **We** may not pay claims for losses falling under this section where **You** breach this condition unless the breach was totally irrelevant and could not have affected the actual loss suffered.

2. Other Protective Devices

A Safes and Strongrooms

It is a condition precedent to **Our** liability that whenever the **Premises** are left unattended all keys including those relating to safes or strongrooms and notes of combination lock numbers to safes or strongrooms are removed from the **Premises**. This means that **We** may not pay claims for losses falling under this section where **You** breach this condition unless the breach was totally irrelevant and could not have affected the actual loss suffered.

3. Flat roof

In respect of **Damage** by storm it is a condition precedent to **Our** liability that any flat portions of the roof of the buildings are to be inspected once every two years by a competent roofing contractor and any recommendations implemented. This means that **We** may not pay claims for losses falling under this section where **You** breach this condition unless the breach was totally irrelevant and could not have affected the actual loss suffered.

SECTION 2 BUSINESS INTERRUPTION

WHAT IS COVERED

WHAT IS NOT COVERED

If the **Trade or Business** at the **Salon** is interrupted as a result of

We will not be liable for

1 **Insured Damage to Property**

Damage to the Property Insured under Section 1 Buildings and Contents

2 **Glass**

breakage of glass insured by Section 1 Buildings and Contents

(i) *any amount in excess of £25,000*

3 **Underground Services**

Damage to septic tanks and underground services insured by Section 1 Buildings and Contents

(i) *any amount in excess of £25,000*

4 **Prevention of Access**

Damage to property in the vicinity of the **Salon** by any cause of loss insured under Section 1 Buildings and Contents which prevents or hinders the use of or access to the **Salon**

(i) *any amount in excess of £25,000*

5 **Defective Sanitation Poisoning**

Murder Suicide or Disease

(a) closure or restriction on the use of the **Premises** by order of a Public Authority consequent upon vermin, pests, defects in drains or defective sanitation at

(b) any occurrence of a **Notifiable Human Disease** attributable to food or drink supplied from

(c) murder or suicide occurring at the **Premises**

(i) *any amount in excess of £25,000*

(ii) *any costs incurred in the cleaning repair replacement recall or checking of property*

(iii) *any loss arising from those **Premises** that are not directly affected by the occurrence discovery or accident*

6 **Damage at Suppliers or Customers Premises**

Damage at any suppliers or customers premises within the **Territorial Limits** by any Insured Peril under Section 1 Buildings and Contents

(i) *any amount in excess of £25,000*

SECTION 2 BUSINESS INTERRUPTION (continued)

WHAT IS COVERED

WHAT IS NOT COVERED

If the **Trade or Business** at the **Premises** is interrupted as a result of

7 **Failure of Public Utilities**

accidental failure of the public supplies of electricity gas or water at the terminal point of the public supply undertakings feed to the **Premises** occurring during the **Period of Insurance**

- (i) where the failure is for a period of less than seven hours*
- (ii) where the supply authority exercises its right to restrict or withhold supply including but not limited to withdrawal of supply due to industrial action*
- (iii) as a result of any fault in any part of **Your** installation at the **Premises***
- (iv) for any amount in excess of £25,000*

then **We** will pay **You** for

- (i) Loss of **Gross Earnings** and
- (ii) Increase in Cost of Working

Provided that

- (a) if property for which **You** are responsible is lost destroyed or damaged there is simultaneously in force an insurance covering **Your** interest in the property at the **Premises** under which the insurers have admitted liability for the loss destruction or damage and
- (b) **Our** liability during any one **Period of Insurance** shall not exceed the Sum Insured stated in the Schedule

Payment of Claims

The amount payable shall be

- (a) in respect of Loss of **Gross Earnings** the amount by which the **Gross Earnings** during the **Business Interruption Period** shall in consequence of the **Damage** fall short of the **Standard Gross Earnings**
- (b) in respect of Increase in Cost of Working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Earnings** which but for that expenditure would have taken place during the **Business Interruption Period** in consequence of the **Damage** but not exceeding the loss of **Gross Earnings** thereby avoided

less any sum saved during the **Business Interruption Period** in respect of the charges and expenses of the **Trade or Business** as may cease or be reduced in consequence of the **Damage**

Provided that if the Sum Insured by this Section be less than the amount of the **Annual Gross Earnings** (or a proportionately increased multiple thereof where the Maximum **Business Interruption Period** exceeds twelve months) the amount payable shall be proportionately reduced

SECTION 2 BUSINESS INTERRUPTION SPECIAL DEFINITIONS

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

Business Interruption Period means the period beginning with the occurrence of the **Damage** and ending not later than the Maximum **Business Interruption Period** thereafter stated in the Schedule during which the **Trade or Business** shall be affected as a result

Gross Earnings means the receipts of the **Trade or Business** from all sources less the cost of goods or materials relative to the

Annual Gross Earnings means the **Gross Earnings** during the twelve months immediately before the date of the **Damage**

Standard Gross Earnings means the **Gross Earnings** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the **Business Interruption Period**

to which adjustments shall be made as may be necessary to provide for the trend of the **Trade or Business** either before or after the **Damage** or which would have affected the **Trade or Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

SECTION 2 BUSINESS INTERRUPTION SPECIAL EXTENSION

WHAT IS COVERED

1 Loss of Accounts Receivable

If records of **Accounts Receivable** are lost, destroyed or damaged, **We** will cover **You** up to the Sum Insured stated in the Schedule during the **Period of Insurance**

We will also cover **You** in respect of additional expenses incurred by **You** in tracing and establishing **Accounts Receivable** with **Our** consent

WHAT IS NOT COVERED

We will not be liable for

- (i) errors and omissions
- (ii) alteration or concealment
- (iii) unexplained disappearance
- (iv) failure of electric electronic or mechanical accounting systems or storage media
- (v) failure to keep business books and records in standard metal cabinets fire resisting cabinets or safes when the records of **Accounts Receivable** are not in use
- (vi) any loss directly or indirectly resulting from loss destruction or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **Your** property or not

*but this shall not exclude loss which arises from a **Defined Peril** other than the acts of thieves or malicious persons which do not involve physical force and violence or the deliberate acts of rioters strikers locked-out workers persons taking part in labour disturbances or civil commotions*

SECTION 2 BUSINESS INTERRUPTION MEMORANDA

New Business

For the purpose of any claim arising from **Damage** occurring before the completion of the first year's trading of the **Trade or Business** at the **Premises** the loss shall be ascertained by applying the **Gross Earnings** earned during the period between the commencement of the **Trade or Business** at the **Premises** and the date of the **Damage** to the amount by which the **Gross Earnings** during the period of interruption or interference shall have fallen short of the proportional equivalent for that period of the **Gross Earnings** realised during the period between the commencement of the **Trade or Business** and the date of the **Damage**

Alternative Trading

If during the **Business Interruption Period** the **Trade or Business** shall be conducted elsewhere than at the **Premises** the **Gross Earnings** for the **Trade or Business** shall be brought into account in arriving at the **Gross Earnings** during the **Business Interruption Period**

Professional Accountants / Auditors Charges

We will pay to **You** under this Section the reasonable charges payable by **You** to **Your** professional accountants/auditors for certifying any particulars or details or any other proofs information or evidence as may be required by **Us** under the terms of this Section and reporting that the particulars or details are in accordance with **Your** books of account or other business books or documents provided that the sum of the amount payable under this Memorandum and the amount otherwise payable under this Section shall in no case exceed the total Sum Insured by this Section

Alteration

This Section will be cancelled and of no effect if

- (a) the **Trade or Business** be wound up or carried on by a liquidator or receiver or permanently discontinued
- (b) **Your** interest ceases otherwise than by death

SECTION 3 EMPLOYERS LIABILITY

WHAT IS COVERED

We will pay the amount of damages and claimant's costs and expenses for which **You** shall become legally liable to pay in respect of accidental **Injury** sustained by any **Director** or **Employee** caused in the course of employment by **You** within the **Territorial Limits** and resulting directly from the **Trade or Business** during the **Period of Insurance**

We will also pay for legal costs and expenses incurred with **Our** prior written consent

- (a) in defence of any claims
- (b) for representation at any coroners inquest or inquiry in respect of any death

which may be the subject of cover under this Section

Limit of Insurance

Our maximum liability inclusive of all costs and expenses payable under this Section and Extensions of this Section shall be the Limit of Insurance stated in the Schedule in respect of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source

The Limit of Insurance under this Section for damages, costs and expenses payable in respect of any one claim against **You** or series of claims against **You** arising out of any one event shall not exceed £5,000,000. This limitation shall only apply in respect of any liability of whatsoever nature directly caused by or contributing to by or arising from a **Terrorist Act**

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 Insurance (less any amounts already paid or incurred) or
- (ii) any 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 the claim or claims

WHAT IS NOT COVERED

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

We will not be liable for

- (a) **Injury** sustained by any **Director** or **Employee** while being carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where compulsory insurance or security covering this risk is required under any road traffic legislation within the **Territorial Limits**
- (b) liability arising out of any work undertaken or visit **Offshore**
- (c) liability arising in connection with any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

SECTION 3 EMPLOYERS LIABILITY SPECIAL DEFINITION

The words defined below will have the same meaning wherever they appear in bold letters in this Section and the Schedule and the Clauses to this Section

Territorial Limits

means

- (1) England, Scotland, Wales, Northern Ireland, the Channel Islands, and the Isle of Man
- (2) elsewhere in the world in respect of accidental **Injury** caused in the course of employment by **You** in connection with the **Trade or Business** sustained by any **Director** or **Employee** normally employed within the territories specified in (1) of this Special Definition whilst working temporarily outside those territories

Terrorist Act

means

any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means

SECTION 3 EMPLOYERS LIABILITY EXTENSIONS

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

The insurance provided by this Section is extended as described below

1 Cover to Principal

We will cover any **Principal** in respect of the legal liability of the **Principal** arising out of work carried out by **You** under a contract or agreement provided that

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

2 Safety Legislation Costs

We will cover **Safety Legislation Costs** in respect of any **Injury** occurring during the **Period of Insurance**, in circumstances where there is also a claim or potential claim against **You** for damages covered by this section.

You must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

If a claim for damages is settled or is withdrawn **We** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **You** wish to appeal against conviction, **We** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), that such appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **We** have consented to legal representation at court proceedings, **We** will also pay the legal costs of prosecution awarded against **You**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **We** will pay for **Safety Legislation Costs** and costs awarded against **You**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **Period of Insurance** is £1,000,000.

We will not pay

- (a) Fines, penalties or awards of compensation imposed by a criminal court
- (b) costs and expenses of an appeal against improvement or prohibition notices
- (c) costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide other than **Safety Legislation Costs** already incurred
 - (d) costs and expenses covered by any Legal Expenses insurance
 - (e) costs and expenses of any investigation or prosecution brought other than under the laws of the **Territorial Limits**

1 Employees Unsatisfied Damages

If a judgment for damages or costs in respect of **Injury** sustained by an **Employee** arising out of and in the course of employment or engagement by **You** in connection with the **Trade or Business** and arising from an accident occurring within the **Territorial Limits** during the **Period of Insurance**

- (a) is obtained by the **Employee** in any Court situate within Great Britain Northern Ireland the Channel Islands and the Isle of Man against any person or corporate body other than **You** domiciled or operating from premises within those territories and
- (b) remains wholly or partly unsatisfied six months after the date of the judgment

at **Your** request **We** will pay to the **Employee** the amount of the damages and costs remaining unsatisfied

Provided that

- (i) there is no appeal outstanding
- (ii) the **Employee** has assigned the judgment to **Us**

2 Court Attendance Compensation

If any of the undermentioned persons attend court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to cover under this Section **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required

- (a) any **Director** or partner £500
- (b) any **Employee** £250

3 Injury to Working Partners

In respect of **Injury** to any working partner named in the Schedule the person shall be deemed to be an **Employee** for the purposes of this Section provided that

- (a) the **Injury** is sustained whilst the working partner is working in connection with the **Trade or Business**
- (b) the **Injury** is caused by another working partner or **Employee** whilst working in connection with the **Trade or Business**
- (c) the injured working partner has a valid right of action in negligence against **You** or a working partner responsible for the **Injury**

4 Cover to Others

At **Your** request **We** will cover

- (a) any **Director** partner or **Employee**
- (b) any officer member or **Employee** of **Your** social sports or welfare organisation or first aid fire or ambulance services in their respective capacities as such

Provided that

- (i) **You** would have been entitled to cover under this Section if the claim had been made against **You**
- (ii) the full conduct and control of all claims is vested in **Us**
- (iii) the person is not entitled to cover under any other insurance

5 Manslaughter costs cover

We will cover **Manslaughter Costs**, in respect of any death occurring during the **Period of Insurance**, in circumstances where there is also a claim or potential claim against **You** for damages covered by this section

You must obtain **Our** prior written consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

If a claim for damages is settled or withdrawn, **We** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim

If at any time a claim for damages remains unsettled and **You** wish to appeal against conviction, **We** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), that such

appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **We** have consented to legal representation at court proceedings, **We** will also pay the legal costs of prosecution awarded against **You**, or any person entitled to cover under this section, in connection with the proceedings. The maximum **We** will pay for **Manslaughter Costs** and costs awarded against **You**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **Period of Insurance**, is £1,000,000.

We will not pay

- (i) fines, penalties or awards of compensation imposed by a criminal court
- (ii) costs and expenses of implementing any remedial order or publicity order
- (iii) costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- (iv) cost and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- (v) costs and expenses covered by any Legal Expenses insurance
- (vi) costs and expenses of any investigation or prosecution brought other than under the laws of the

Territorial Limits

SECTION 4 PUBLIC AND PRODUCTS LIABILITY

WHAT IS COVERED

We will pay the amount of damages and claimant's costs and expenses for which **You** shall become legally liable to pay in respect of accidental

- (a) **Injury** to any person
- (b) **Damage** to property
- (c) 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 Insurance

Our maximum liability in respect of all payments made under this Section and Extensions of this Section in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source will not exceed the Limit of Insurance stated in the Schedule

Provided that **Our** liability for all payments made in respect of or arising out of **Products** or **Treatments** shall not exceed in the aggregate the Limit of Insurance stated in the Schedule in any one **Period of Insurance**

The Limit of Insurance under this Section for all damages, costs and expenses payable in respect of all occurrences of a **Terrorist Act** during any one **Period of Insurance** shall not exceed in the aggregate the sum of £2,000,000

Discharge of Liability

If **We** are advised of a claim or an occurrence which might give rise to a claim under this Section **We** 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 Insurance (less any amounts already paid as damages) or
- (ii) any 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 the claim or claims except for costs and expenses incurred up to the date of payment

WHAT IS NOT COVERED

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

We will not be liable for

- (a) liability for **Injury** to any **Director** partner or **Employee** where the **Injury** arises out of and in the course of employment by **You**
- (b) **Damage** to property
 - (i) in the custody or control of or owned by **You** or any **Director** partner or **Employee**
 - (ii) being worked on by or on **Your** behalf if loss or damage is as a direct result of the work other than
 - (iii) personal effects of **Directors** partners **Employees** or visitors
 - (iv) buildings including their contents temporarily occupied by **You** for the purpose of carrying out work
- (c) liability arising out of the ownership possession or use of any
 - (i) mechanically propelled vehicle including anything attached to it
 - used in circumstances where insurance or security is required by law
 - where cover is provided by any other policy or security
 - (ii) craft intended to travel through air or space or other aerospace device
 - (iii) hovercraft and watercraft other than non mechanically propelled craft less than 9 metres in length which are used on inland waters
- (d) liability arising out of advice, design, formula, plan or specification given separately for a fee or other remuneration by or on **Your** behalf
- (e) liability arising out of any work **Airside** by **You** or any **Director** partner or **Employee** or any other persons for whom **You** may be responsible
- (f) the costs or expenses incurred in recalling, repairing, reconditioning, replacing, testing or remarketing any **Product** or in rectifying defective workmanship or the replacement cost of any **Product**

SECTION 4 PUBLIC AND PRODUCTS LIABILITY (continued)

WHAT IS NOT COVERED

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

We will not be liable for

(g) *liability arising from **Products** known to be for use in craft intended to travel through air or space or other aerospace devices*

(h) *liability assumed under any contract or agreement which would not have arisen in the absence of any contract or agreement other than as stated in Extension 2*

(i) *liability in respect of **Pollution or Contamination** including the cost of removing, nullifying or cleaning up Seeping or Polluting or Contaminating 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***

Provided that

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

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

(j) *liability arising out of any work undertaken or visit **Offshore***

SECTION 4 PUBLIC AND PRODUCTS LIABILITY (continued)

WHAT IS NOT COVERED

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

We will not be liable for

-
- (k) *liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from
 - (1) *authorised or unauthorized transmission of **Electronic Data***
 - (2) *the content of any website, **Your** email, intranet or extranet*
 - (3) *loss, distortion, erasure, corruption or alteration of **Electronic Data** or any loss of use resulting in reduction of functionality*
 - (4) *failure of electronic, electromechanical data processing or electronically controlled equipment or **Electronic Data** to correctly recognize any given date or to process data or to operate properly due to failure to recognize any given date.**
 - (l) *liability caused by or arising from passing off or infringement of trade name, registered design, unregistered design, copyright or patent right.*
 - (m) *liability caused by or arising from any associated or subsidiary company of **Yours**, or any of **Your** branch offices, or any representative of **Yours** with power of attorney, registered, having premises or resident outside the **Territorial Limits***
 - (n) *liability caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.*
 - (o) *liability caused by or arising from war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalization or requisition, or loss of or damage to property by or under the order of any government or public or local authority.*

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

SECTION 4 PUBLIC AND PRODUCTS LIABILITY (continued)

WHAT IS NOT COVERED

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

We will not be liable for

- (p) *any liability of whatsoever nature caused by or arising from
 - (1) *inhalation or ingestion of **Asbestos***
 - (2) *exposure to or fear of the consequences of exposure to **Asbestos***
 - (3) *the presence of **Asbestos** in any property or on land*
 - (4) *investigating, managing, removing, controlling or remediation of **Asbestos**.**
- (q) *any liability of whatsoever nature arising out of mould or toxic mould*
- (r) *liability arising out of any remedial professional or other advice or treatment or the making up or dispensing of any medicine medical cosmetic or toilet preparation or any preparation for the treatment of hair except as described in Extension 15 Treatments and Extension 16 Treatment (Non Injury)*
- (s) *the **Excess** of £250 in respect of each claim*

SECTION 4 PUBLIC AND PRODUCTS LIABILITY (continued)

WHAT IS NOT COVERED

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

We will not be liable for

- (t) *liability arising in connection with work on or in*
 - (i) *docks, harbours or railways*
 - (ii) *watercraft or offshore gas or oil installations*
 - (iii) *chemical or petrochemical works oil or gas refineries or storage facilities*
 - (iv) *aircraft, airports or airfields*
 - (v) *collieries, mines or quarries*
 - (vi) *power stations*
 - (vii) *any installation where nuclear processing is undertaken*
 - (viii) *towers, steeples, chimney, shafts, blast furnaces, viaducts, bridges, flyovers, dams, motorways or tunnels*

We will not be liable for

liability arising in connection with

- (a) *any **Treatment** or service supplied involving the application of any product, chemical, material, preparation or other goods unless the product, chemical, material, preparation or other goods is tested and applied in accordance with the procedures and directions recommended by the manufacturer or other authorised supplier of the product, chemical material, preparation or other goods.*
- (b) *any product, chemical, material or preparation or other goods manufactured or made up to **Your** formula*
- (c) *any **Treatment** or service supplied which involves a product, chemical, material, preparation or other goods which were not imported by the product, chemical, material or preparation manufacturer itself or their authorised agent*
- (d) *any **Treatment** or service supplied which involves a product, chemical, material, preparation or other goods which were not authorised or certified for use in the United Kingdom, where authorisation or certification is a legal requirement*
- (e) *any **Treatment** or service supplied which involves a product, chemical, material, preparation or other goods that cannot demonstrate safety testing in accordance with the standards of the United Kingdom*

SECTION 4 PUBLIC AND PRODUCTS LIABILITY SPECIAL DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold letters in this Section and the Schedule and the Clauses to this Section

Airside

means those parts of airport and airfield premises to which the public do not have free or authorised access

Excess

means the amount that will be deducted by **Us** from the total amount of each claim other than claims relating to **Injury** for which there is no **Excess**

North America

means

- (1) the United States of America and Canada; and
- (2) any territory
 - (i) within their jurisdiction
 - (ii) having a reciprocal enforcement arrangement with them

Pollution or Contamination

means

- (1) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (2) all **Injury** or **Damage** directly or indirectly caused by that pollution or contamination

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

Product

means goods or other property sold supplied delivered installed erected processed repaired altered treated or tested by or on **Your** behalf in the course of the **Trade or Business** and not within **Your** custody

Seeping or Polluting or Contaminating 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

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 other than **North America** in respect of **Injury** or **Damage** caused by or arising from
 - (i) **Your** clerical administrative and other non manual activities or of any **Director** partner or **Employee** normally employed within the territories specified in (1) of this Special Definition and occurring during any temporary visit made in connection with the **Trade or Business**
 - (ii) any **Product**

Terrorist Act

means any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat force or violence or other means

Treatments

means the application of Standard Treatments specified on **pages 58-74** as being insured and any Additional Treatments specified in the Schedule as being insured

SECTION 4 PUBLIC AND PRODUCTS LIABILITY EXTENSIONS

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

We will cover **You** against legal liability

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable

1 Contingent Motor Liability

arising out of the use by any **Employee** for the purposes of the **Trade or Business** of any motor vehicle not belonging to or provided by **You**

- (i) for loss of or damage to any motor vehicle or property conveyed in or on the vehicle*
- (ii) for **Injury** or **Damage** arising while the vehicle is being driven by **You** or any partner or **Director***
- (iii) for **Injury** to any **Employee***
- (iv) for **Injury** or **Damage** occurring outside England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man*
- (v) if cover is provided under any other insurance or security*

2 Contractual Liability

assumed under contract or agreement provided that full conduct and control of all claims is vested in **Us**

- (i) for **Damage** to contract works in respect of which **You** are required to effect insurance under the terms of any contract or agreement*
- (ii) for liability arising out of any contract work executed by or on **Your** behalf*
- (iii) for liability arising from **Products***

3 Defective Premises Act 1972

arising solely by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with premises previously owned or leased by **You** for purposes pertaining to the **Trade or Business** and since disposed of by **You**

- (i) for **Injury** or **Damage** happening prior to the disposal of the premises*
- (ii) for the costs of remedying any defect or alleged defect in the premises disposed of*
- (iii) if **You** are entitled to cover from any other source*

SECTION 4 PUBLIC AND PRODUCTS LIABILITY EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

We will cover

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable for

4 Cover to Principal

any **Principal** in respect of their legal liability arising out of work carried out by **You** under a contract or agreement provided that

(a) cover would have been provided under this Section had the claim been made against

You

(b) the **Principal** complies with and is subject to the terms Conditions and Exclusions of this Policy in so far as they can apply

(c) the conduct and control of all claims is vested in **Us**

5 Leased Hired or Rented Premises

You against legal liability for **Damage** of or **Damage** to premises leased hired or rented to **You** for the purpose of the **Trade or Business** within the **Territorial Limits**

(i) *the first £250 of **Damage** caused otherwise than by fire or explosion*

(ii) *liability assumed by **You** under a tenancy or other agreement which would not have attached in the absence of agreement*

SECTION 4 PUBLIC AND PRODUCTS LIABILITY EXTENSIONS (continued)

WHAT IS COVERED Each of these Extensions is subject otherwise to the terms of this Section and the Policy

We will cover **You** against legal liability

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable for

6 North America

for **Injury** or **Damage** occurring within **North America** caused by or arising from

- (a) clerical administrative or other non-manual activities of any **Director** partner or **Employee** normally employed within England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man
- (b) any **Product** not known by **You** to be for use in or supply to **North America**

Provided that

Our liability in respect of all damages payable together with

- (i) costs and expenses recoverable from **You** by any claimant
- (ii) all costs and expenses incurred with **Our** written consent

will not exceed the Limit of Insurance stated in the Schedule

any **Pollution or Contamination** or any cost or expense arising out of any governmental demand or request that **You** test for access monitor clean-up remove contain treat detoxify or neutralise any **Seeping or Polluting or Contaminating Substances** or **Remediation** and **We** will not have the duty to defend any claim or suit seeking to impose costs expenses or liability for damages relating to **Pollution or Contamination** or any other relief

SECTION 4 PUBLIC AND PRODUCTS LIABILITY EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

We will cover

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable

7 Overseas Personal Liability

You or any **Director** partner or **Employee** or any family member accompanying them

against legal liability incurred in a personal capacity arising out of accidental

- (a) **Injury** to any person
- (b) **Damage**

occurring during the **Period of Insurance** within the territories stated in (2) and (3) of the **Territorial Limits** during temporary visits in connection with the **Trade or Business**

Provided that

- (i) the conduct and control of all claims is vested in **Us**
- (ii) any person entitled to cover under this Extension complies with and is subject to the terms Conditions and Exclusions of this Policy in so far as they can apply
- (iii) **Our** liability will not exceed the Limit of Insurance
- (iv) stated in the Schedule

(i) *for liability arising from*

- (a) *any business profession or trade*
- (b) *ownership or occupation of land or buildings*
- (c) *ownership possession or use of*
 - (i) *firearms (other than sporting guns)*
 - (ii) *mechanically propelled vehicles and anything attached to them*
 - (iii) *craft intended to travel through air or space*
 - (iv) *hovercraft and watercraft (other than non mechanically propelled craft less than 9 metres in length used on inland waters)*
 - (v) *animals (other than pet domestic animals)*
- (d) *property held in trust*
- (e) **Injury to You** or any **Director** partner or **Employee** or family member accompanying them

(ii) *for liability more specifically insured under a separate policy of insurance*

(iii) *for liability arising under contract or agreement unless the liability would have arisen in the absence of contract or agreement*

8 Tool of Trade

You in respect of liability arising out of the ownership or use of mechanically propelled plant whilst the plant is being used as a tool of trade within the **Territorial Limits**

for liability

- (a) *in connection with any watercraft hovercraft or aircraft*
- (b) *if cover is provided under any other insurance or security*
- (c) *which is required to be insured under any road traffic legislation or is the subject of other security*

SECTION 4 PUBLIC AND PRODUCTS LIABILITY EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

The insurance provided by this Section is extended as described below

9 Cross Liabilities

If more than one person is named in the Schedule as insured **We** will cover each person as though a separate Policy had been issued to each person and **We** agree to waive all rights of subrogation against any that person

Provided that **Our** total liability in respect of any occurrence or series of occurrences attributable to one original cause or source shall not exceed the Limit of Insurance stated in the Schedule

10 Legal Costs and Expenses

We will pay in addition to the Limit of Insurance legal costs and expenses incurred with **Our** prior 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 cover under this Section

SECTION 4 PUBLIC AND PRODUCTS LIABILITY EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

The insurance provided by this Section is extended as described below

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable for

11 Safety Legislation Costs

We will cover **Safety Legislation Costs** in respect of any **Injury** or occurring during the **Period of Insurance**, in circumstances where there is also a claim or potential claim against **You** for damages covered by this section.

You must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

If a claim for damages is settled or is withdrawn **We** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **You** wish to appeal against conviction, **We** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), that such appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **We** have consented to legal representation at court proceedings, **We** will also pay the legal costs of prosecution awarded against you, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **We** will pay for **Safety Legislation Costs** and costs awarded against **You**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **Period of Insurance**, is £1,000,000.

(i) *finest, penalties or awards of compensation imposed by a criminal court*

(ii) *costs and expenses of an appeal against improvement or prohibition notices*

(iii) *costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **Safety Legislation Costs** already incurred*

(iv) *costs and expenses covered by any Legal Expenses insurance*

(v) *costs and expenses of any investigation or prosecution brought other than under the laws of the **Territorial Limits**,*

12 Manslaughter costs cover

We will cover **Manslaughter Costs** in respect of any death occurring during the **Period of Insurance**, in circumstances where there is also a claim or potential claim against **You** for damages covered by this section.

You must obtain **Our** prior consent to legal representation and **We** will only agree to

We will not pay

1 fines, penalties or awards of compensation imposed by a criminal court

2 costs and expenses of implementing any remedial order or publicity order

3 costs and expenses of an appeal against any fine, penalty, compensation award,

payment on a fee basis agreed by Us.
If a claim for damages is settled or is withdrawn **We** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.
If at any time a claim for damages remains unsettled and **You** wish to appeal against conviction, **We** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **We** have consented to legal representation at court proceedings, **We** will also pay the legal costs of prosecution awarded against **You**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **We** will pay for **Manslaughter Costs** and costs awarded against **You**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **Period of Insurance**, is £1,000,000.

remedial order or publicity order
4 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
5 costs and expenses covered by any Legal Expenses insurance
6 costs and expenses of any investigation or prosecution brought other than under the laws of the **Territorial Limits**.

SECTION 4 PUBLIC AND PRODUCTS LIABILITY EXTENSIONS (continued)

WHAT IS COVERED Each of these Extensions is subject otherwise to the terms of this Section and the Policy

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

The insurance provided by this Section is extended as described below

We will not be liable for

12 Court Attendance Compensation

If any of the undermentioned persons attend court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to cover under this Section **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required

- (a) any **Director** or partner £500
- (b) any **Employee** £250

13 Data Protection cover

We will cover **You** for the amount of compensation which **You** are legally liable to pay in respect of **Personal Injury** occurring during the **Period of Insurance**, arising from holding personal data, or, as a result of any loss, misuse or unauthorized disclosure of personal data held by **You** in the course of the Trade or Business.

We will only pay

- (a) Amounts of compensation which **You** are ordered to pay, or which **You** might reasonably be expected to pay by a court having jurisdiction
- (b) If **You** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

Within the **Territorial Limits**.

liability arising from

- (i) fines or penalties imposed by a court*
- (ii) the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition*
- (iii) the cost of replacing, reinstating, rectifying or erasing any personal data*
- (iv) refund of monies paid to **You** by any claimant*
- (v) liability for which cover is provided under any other more specific insurance.*

*The maximum **We** will pay for compensation costs and expenses in total, as a result of all occurrences during any one **Period of Insurance** is £1,000,000*

SECTION 4 PUBLIC AND PRODUCTS LIABILITY EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

The insurance provided by this Section is extended as described below

14 Cover to Others

At **Your** request **We** will cover

- a) any **Director** partner or **Employee**
- b) any officer member or **Employee** of **Your** social sports or welfare organisation or first aid fire or ambulance services in their respective capacities as such

Provided that

- (i) **You** would have been entitled to cover under this Section if the claim had been made against **You**
- (ii) the full conduct and control of all claims is vested in **Us**
- (iii) that person is not entitled to cover under any other insurance

SECTION 4 PUBLIC AND PRODUCTS LIABILITY EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

The insurance provided by this Section is extended as described below

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable for

15 Treatments

We will cover **You** in accordance with the cover provided by this Section against legal liability arising from or out of **Treatments**

Provided that

- (a) those **Treatments** are only performed by **You**
- (b) the appropriate conditions in Pages 56 to 64 of this Policy are complied with
- (c) it is a condition precedent to **Our** liability that all razors and needles used in any **Treatment** shall be brand new or shall be made sterile prior to commencing any **Treatment** on each customer. This means that **We** may not pay claims for losses falling under this section where **You** breach this condition unless the breach was totally irrelevant and could not have affected the actual loss suffered.
- (d) the operatives carrying out **Treatments** hold the relevant certificates and/or qualifications applicable to those **Treatments**
- (e) any equipment and products for the performance of **Treatments** will be used by **You** in accordance with the manufacturers instructions
- (f) **You** obtain written consent from the parent or guardian of any persons under the age of 16 prior to **Treatment** unless otherwise stated in this Policy
- (g) **You** register with **Your** Local Authority where this is a requirement of **Your** Local Authority and comply with all legislation relating to the **Treatments You** perform

- (i) any liability arising from Smart Lipo or Tattoo Removal
- (ii) any liability arising out of any Danne Montague King scar revision treatments
- (iii) any liability arising out of the use of any **Product** containing more than 0.2% formaldehyde
- (iv) liability arising out of or in connection with Film Productions Television Productions or Professional Theatrical Productions
- (v) any liability arising from **Treatment** on a client subsequent to the client experiencing an allergic reaction to a sensitivity patch test for the treatment carried out
- (vi) any liability arising from
 - (a) Intense Pulsed Light treatment
 - (b) Intense Flash Light treatment
 - (c) Variable Pulsed Light treatment
 - (d) Light Heat Energy Treatmentto any person who has skin type 5 or 6 on the Fitzpatrick Scale
- (vii) the costs or expenses incurred in repairing removing replacing rectifying making good recalling or altering any **Treatment** except as described in Extension 16 Treatment (Non Injury) below
- (viii) 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
- (ix) making refunds in respect of any **Treatment** performed by **You**
- (x) any liability arising from or in connection with operatives who only hold qualifications gained from online training courses or who do not hold a Level 2 or higher hair/beauty/nails qualification or a level 3 or higher for advanced treatments where applicable

SECTION 4 PUBLIC AND PRODUCTS LIABILITY EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

The insurance provided by this Section is extended as described below

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable for

16 Treatment (Non Injury)

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

Where **Injury** has not occurred **We** will cover **You** against all sums which **You** become legally liable to pay as damages and claimants costs and expenses 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

For the purpose of this Extension the Retroactive Date means the date two years immediately prior to the commencement date of the **Period of Insurance** shown on the Policy Schedule

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

- (i) the first 10% of each claim
- (ii) any neglect error or omission happening before the Retroactive Date
- (iii) any liability arising from
 - (a) Intense Pulsed Light treatment
 - (b) Intense Flash Light treatment
 - (c) Variable Pulsed Light treatment
 - (d) Light Heat Energy Treatment to any person who has skin type 5 or 6 on the Fitzpatrick Scale
- (iv) any liability arising from Smart Lipo or Tattoo Removal
- (v) any liability arising out of any Danne Montague King scar revision treatments
- (vi) any liability arising out of or in connection with Film Productions Television Productions or Professional Theatrical Productions
- (vii) 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
- (viii) making refunds in respect of any **Treatment** performed by **You**

SECTION 4 PUBLIC AND PRODUCTS LIABILITY EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

The insurance provided by this Section is extended as described below

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable for

16 Treatment (Non Injury) (continued)

Extended Claims Notification Period

If **We** do not invite renewal of this Policy for reasons other than **Your** non-compliance with the terms of this Policy **We** will provide cover under this Extension arising out of any claim

- (a) which is first made in writing against **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 the final **Period of Insurance**

Provided that

- (a) the cover will not apply where cover 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

SECTION 4 PUBLIC AND PRODUCTS LIABILITY STANDARD AND ADVANCED TREATMENTS (IF APPLICABLE) AND CONDITIONS

*(Note to Policyholders – a condition is like a promise from **You** to the Insurers. If **You** do not keep the promise, then insurers are permitted to decline claims relating to the promise)*

IMPORTANT

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **Your** policy.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

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 and any person acting on **Your** behalf hold the relevant certificates and or qualifications applicable to all **Treatments** provided. Unless otherwise agreed by **Us** **You** and any person acting on **Your** behalf will hold a level 2 or higher hair/beauty/nails qualification.

For Advanced Treatments and electrical Treatments **You** and any person acting on **Your** behalf will hold a level 3 beauty qualification and manufacturers training plus any additional qualifications mentioned in the Advanced Treatments section of this wording. For IPL and Laser treatments **You** will hold a level 4 beauty qualification if qualified from 2016.

Qualifications gained from online training will not be accepted.

In respect of hair extensions **You** must hold a full hairdressing qualification in addition to the relevant method training.

IT IS YOUR RESPONSIBILITY TO ENSURE AND RECORD THAT ALL STAFF HOLD THE RELEVANT QUALIFICATIONS AND TRAINING TO CARRY OUT TREATMENTS OFFERED.

3 Manufacturer's Instructions

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

4 Age Restriction

You will obtain written consent from the parent or guardian of any person under the age of 16 prior to performing any **Treatment** unless otherwise stated in this Policy

Acrylic Nails will not be applied to anyone under the age of 14

Microneedling will not be performed on anyone under the age of 18.

Treatments listed as Operative in the Additional Treatments section of the Schedule (if any) will not be performed on anyone under the age of 18

5 Nail Extensions

You will 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**. **You** will not apply false nails or acrylic nail extensions to any person under the age of 14.

6 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

We will not be liable for any injury arising from the use of Jessner peels.

7 TCA (Trichloroacetic Acid) Peel Treatments

The concentration of TCA (Trichloroacetic Acid 7% combined with Salicylic Acid 2%) will not exceed these respective percentages.

In respect of TCA (Trichloroacetic Acid) Peel treatments;

- (a) **You** will provide the client with a full and thorough consultation
- (b) **You** will provide the client with written before and after care instructions and ensure the client signs a record card confirming that they will comply with the before and after care instructions
- (c) **You** will perform a sensitivity patch test on the client using the exact substance that is to be applied during the TCA treatment in accordance with the manufacturer's instructions 24 hours

before the proposed **Treatment** and will not proceed with the **Treatment** if the results of the test are not satisfactory

- (d) **You** will not carry out this **Treatment** on any person who is pregnant
- (e) **You** will not carry out this **Treatment** on any person with sores or open cuts or wounds
- (f) **You** will not carry out this **Treatment** on any person who has an allergy to Aspirin or anyone who is using Retinoic Acid or Retin A
- (g) the maximum concentration of Trichloroacetic Acid will not exceed 7% and Salicylic Acid will not exceed 2%
- (h) **You** will not carry out treatment on any person under the age of 18

8 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

9 Ear Piercing and Nose piercing

Piercing of the soft non-cartilaginous part of the ear lobe and nose piercing – **Treatment** is carried out using a system designed to protect the gun instrument from contamination using pre-sterilised ear studs and back clasps

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

10 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

11 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 for the first time and will not proceed with the **Treatment** if the results of the test are not satisfactory

12 Toning Tables

You and any person acting on **Your** behalf

- (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

13 Hair Colouring including Bikini Hair Colouring

You will perform a sensitivity patch test on the client using the exact substance that is to be applied during the Hair Colouring or 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

14 Pregnancy Massage

You and any person acting on **Your** behalf 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

15 Baby Massage

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

16 Waxing

You must hold the relevant qualification certificate for the waxing treatment carried out. Short courses are not acceptable, unless agreed in writing by **Us**

17 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

18 Face and Body Painting

a parent/guardian or responsible adult is present and consents to the face painting of a minor and no face painting will be carried out on any minor under the age of two years and **You** will:

- (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 open wounds, cold sores or other skin conditions

19 Glitter Tattoos

a parent/guardian or responsible adult is present and consents to the application of the glitter tattoo on a minor under the age of 13 and no glitter tattoos may be applied to any minor under the age of three years

You will

- (a) only use cosmetic grade glitter and cosmetic grade glue which have been specifically formulated for use in the application of glitter tattoos and are EU compliant
- (b) check for latex allergies prior to the application of any glitter tattoo
- (c) ensure adequate precautions will be taken to prevent infection from dirty water sponges & brushes and cross infection from any equipment already used on other persons
- (d) not apply any glitter tattoo above the neckline or to the face or to any person who has open wounds, cold sores or other skin conditions

20 Su-Do Body Art and Henna Body Art

You will 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 and will not proceed with the **Treatment** if the results of the test are not satisfactory

21 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

22 Thai Foot Massage

You will not

- (a) under any circumstances carry out the **Treatment** on persons that
 - (i) have infectious disorders of the feet
 - (ii) have severe bruising to the feet

- (iii) are in the first trimester of pregnancy
 - (iv) are under the influence of drugs and/or alcohol
 - (v) have a fever or contagious disease
- (b) unless approval has been obtained in writing from their General Practitioner carry out the **Treatment** on persons that
- (i) have severe circulatory problems such as high or low blood pressure
 - (ii) are in the second or third trimester of pregnancy
 - (iii) have arthritis of the feet
 - (iv) are diabetic
 - (v) have recently suffered haemorrhage or swellings
 - (vi) have recently had an operation
 - (vii) are receiving medical treatment or have a condition that might be affected by **Treatment**

23 Thermo Auricular Therapy (Ear Candles)

the ear candles used incorporate a safety filter

24 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

25 Micro-Needling Dermaroller and Collagen Induction Therapy Treatments

- (a) no **Treatment** will be carried out on any person under age 18
- (b) **You** do not practice **Treatments** other than micro-needling, collagen induction therapy, Dermaroller, Innopen or Dermapen
- (c) a local anaesthetic cream is used that is not based on nanosomes
- (d) rollers with needles longer than 1.5mm will not be used on the face or body
- (e) each medical roller will
 - (i) only be used for one customer
 - (ii) be sterilised prior to each use
 - (iii) be discarded after 6 uses
- (f) sterilisation fluids used to sterilise medical rollers are replaced daily

26 Hair Extensions

Cover for the application of Hair Extensions will only be provided to fully qualified Hairdressers and Hair Stylists and cover will not be extended to cover the extensions themselves only the application of.

27 Sauna Treatments

- (a) all floors that are likely to become damp or wet have non-slip surfaces
- (b) instructions are given to all customers as to the method of safe use of the facilities
- (c) **You** supervise the use of equipment at all times and will remain in the **Salon** continuously while the equipment is in use

28 Sharps Disposal

You will ensure that all clinical waste is disposed of into a sharps container immediately after use and further disposed of by an appropriately qualified waste contractor or other approved method according to the currently recognised professional standard.

29 Patch Testing

You will carry out relevant patch testing in accordance with training and manufacturer's instructions and

- (a) before the provision of the clients first **Treatment**

- (b) after a change in their medical history
- (c) when the insured has changed any preparations used in tinting
- (d) treatments or changed the manufacturer of their tinting preparations
- (e) at intervals of not more than 12 months.

30 Patch (Testing Continued)

You will carry out patch testing in respect of the following **Treatments**:

- (a) Laser treatments
- (b) Intense Pulse Light (IPL)
- (c) Tinting/Colouring (including semi-permanent mascara)
- (d) Micropigmentation
- (e) TCA Peels

You will not provide **Treatment** following any allergic reaction to a skin test, or undertake **Treatment** on skin types 5 and 6 on the Fitzpatrick scale in respect of IPL treatments

31 Record Keeping

- (a) **You** will adequately record each **Treatment** given to each client.
- (b) the record will include full details of the consultation process, the **Treatment**, the result of the **Treatment** and any aftercare instructions given where appropriate.
- (c) **You** will keep the record for at least 7 years following the last occasion on which **Treatment** was given. In the case of **Treatment** to minors, **You** will keep records for at least 7 years after they reach the age 18.
- (d) in the case of trial or demonstration sessions undertaken at shows, seminars, talks, conferences, courses and exhibitions, instead of a) b) or c) above, the name and brief details of the person, date of session, condition and **Treatment** provided will be recorded.
- (e) the record will include evidence of patch testing where applicable.

32 Aftercare

for all **Treatments** where the client is required to perform aftercare, written instructions describing that care will be given to each client by **You** or any person acting on **Your** behalf, on each occasion that the **Treatment** is given.

33 Compliance with Local Authority Registration Requirements and Government Legislation

You will maintain a valid registration with **Your** local authority where this is a requirement of **Your** local authority and comply with all legislation relating to the **Treatments You** perform

34 Hair Straightening Treatments

You will not use any product containing more than 0.2% formaldehyde

35 Sunbed Equipment

- (a) **Treatment** must be carried out at the Premises
- (b) **You** must comply with the Sunbeds (Regulation) Act 2010 or any updating legislation
- (c) there must be no more than a combined maximum of three sunbeds or tancabs within the Premises
- (d) the Business must not be a sunbed or tanning salon only
- (e) **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 time they use the sun bed equipment
- (f) no clients under the age of 18 are permitted to use the equipment

36 Sclerotherapy by Hypodermic Injection, Mesotherapy by use of injection or gun, and Advanced Micro-needling

- (a) No **Treatment** will be carried out on any person under age 18
- (b) Sclerotherapy for the treatment of Thread Veins and Spider Naevi by hypodermic injection treatment will be performed in accordance with advice from the clients General Practitioner and **You** have completed an approved training course in Sclerotherapy delivered by an appropriate practitioner, and
- (c) in respect of Mesotherapy **You** must be fully trained and qualified to carry out the treatment and
- (d) **You** will use a new sterile needle which must be disposed of immediately into a sharps container once treatment is completed for each client
- (e) In respect of Advanced Micro-needling:
 - (i) **You** have been fully trained by one of the following approved trainers/training schools:
 - (1) Dawn Cragg (London)
 - (2) Finishing Touches (SPMU) Ltd
 - (ii) a local anaesthetic cream is used that is not based on nanosomes
 - (iii) needles longer than 1.5mm will not be used on the face and needles longer than 3mm will not be used on the body
 - (iv) each medical roller will only be used for one customer and be sterilised prior to each use and be discarded after 6 uses
 - (v) sterilisation fluids used to sterilise medical rollers are replaced daily

37 Micropigmentation, Dermatude, Dermapen and Meso Vytal

Basic Micropigmentation treatments are defined as: Eyeliner, Eyebrow Lengthening, Eyebrow Creation & Filling, Lip Liner and Full Lip Colour, Microblading

Advanced Micropigmentation treatments are defined as: Areola Re-pigmentation, Scar Disfigurement, Stretch Mark Camouflage, Re-pigmentation of Vitiligo, Cleft Palate, Hair Replacement on the Hairline or Scalp

- (a) In relation to **Basic Micropigmentation Procedures**:
 - (i) **You** have been fully trained by an authorised teacher who has issued the relevant certification to **You** to perform Eyeliner, Eyebrow Liner and Lip Liner
 - (ii) **You** 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
 - (iii) if there is an allergic reaction then **We** will not be liable for any **Treatment** carried out subsequently
 - (iv) a consent form is completed and signed by the client prior to the **Treatment**
 - (v) **You** will use a new sterile needle for each new **Treatment** which will be disposed of immediately afterwards into a sharps container
 - (vi) **You** will not carry out treatment on any person under the age of 18

- (b) In relation to **Advanced Micropigmentation Procedures**:
 - (i) **You** will 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
 - (ii) if there is an allergic reaction then **We** will not be liable for any **Treatment** carried out subsequently
 - (iii) a consent form is completed and signed by the client prior to the treatment
 - (iv) **You** will use a new sterile needle for each new **Treatment** which will be disposed of immediately afterwards into a sharps container

- (v) **You** have been trained for Advanced Procedures by one of the following approved trainers/training schools:
 - (vi) - Dawn Cragg (London)
 - (vii) - Nouveau Contour Ltd
 - (viii) - Specialist Make-Up Services Ltd
 - (ix) - Natural Enhancements Ltd
 - (x) - Finishing Touches (SPMU) Ltd
 - (xi) **You** will not carry out **Treatment** on any person under the age of 18

- (c) In relation to **Dermatude Procedures**, **You** will ensure that:
 - (i) a consent form is completed and signed by the client prior to the treatment
 - (ii) **You** have been trained by one of the following approved trainers/training schools:
 - (1) Dawn Cragg (London)
 - (2) Finishing Touches (SPMU) Ltd
 - (iii) **You** will not carry out treatment on any person under the age of 18

We will only be liable for Basic Micropigmentation **Treatments** if **You** are a trained operative in accordance with part (v) of the **Advanced Micropigmentation Procedures** condition whereby **We** will cover **You** in respect of both Basic and Advanced Micropigmentation **Treatments**

The following Micropigmentation procedures are excluded: Tattoo Removal and All other procedures

38 Intense Pulsed Light (IPL) Intense Flash Light (IFL) Variable Pulsed Light (VPL) or Light Heat Energy (LHE) and Cryopen Treatments

- (a) In respect of:
 - (i) Intense Pulsed Light Hair Removal;
 - (ii) Variable Pulsed Light Hair Removal;
 - (iii) Light Heat Energy Hair Removal;
 - (iv) Intense Flash Light Hair Removal;
 - (v) the treatment of Red Veins by Veinwave; and
 - (vi) the treatment of Skin Tags, Warts, Milia, Moles and Spider Naevi by Intense Pulsed Light,

the **Treatments** are only carried out at the Premises and **You** retain the services of a qualified Laser Protection Adviser and **You** provide and adhere to appropriate treatment protocols

- (b) in relation to Cryopen treatments all operatives will have trained with Cryosthetics or a trainer that has been specifically agreed by **Us**
 - (i) Cryopen must only be used for the treatment of Skin Tags, Milia, Warts, Moles, Solar Lentigo and Cherry Angiomas

- (c) In respect of the treatment of warts or moles **You** will check that approval has been given by the clients own General Practitioner before commencing the treatment
- (d) **You** will not undertake any **Treatment** on any person who has Fitzpatrick Scale Skin Types 5 or 6
- (e) All operatives who provide **Treatment** have completed:
 - (i) Core of Knowledge training
 - (ii) an Artificial Optical Radiation Safety course and;

- (iii) an Operational Training Course from the manufacturer or supplier of the equipment or an Operational Training Course provided by a professional training company designed for IPL Treatments
- (iv) Level 3 NVQ or equivalent in beauty treatments or Level 4 NVQ or equivalent qualification in beauty treatments if qualified from 2016.

39 Cryotherapy Induced Lipolysis (Cryolipolysis) and Ultrasonic Lipo Cavitation

- (a) **You** have completed Level 3 NVQ or Equivalent for Beauty and Electrical treatments;
- (b) **You** hold a minimum Level 3 Anatomy and Physiology Qualification;
- (c) **You** have completed a training course provided by the Academy of Advanced Beauty for the specific treatment being provided or a training provider approved by **Us**;
- (d) This Advanced **Treatment** will not be carried out on any person who has any condition which is a contra-indication to the treatment;
- (e) This Advanced **Treatment** will not be carried out on any person under the age of 18; and
- (f) A consent form will be completed and signed by the client prior to **Treatment**.

High Intensity Focused Ultrasound (HiFu)

You will ensure that;

- (a) **You** hold a Level 3 NVQ or Equivalent beauty qualification; and
- (b) **You** have completed an approved training course in HiFu delivered by an appropriate training provider approved by **Us**
- (c) This Advanced **Treatment** will not be carried out on any person who has any condition which is a contra-indication to treatment
- (d) This Advanced **treatment** will not be carried out on any person under the age of 18
- (e) A consent form will be completed and signed by the client prior to **Treatment**
- (f) After care advice must be provided in writing

40 Laser Treatments For Hair Removal, Skin Rejuvenation and Inch Loss by Laser Lipo

- (a) **Treatments** will be provided in a Salon which retains the services of a qualified Laser Protection Advisor.
- (b) All operatives who provide Laser **Treatments** will have completed and attained the following qualifications:
 - (i) Level 3 NVQ or equivalent in Beauty Treatments or Level 4 NVQ or equivalent in beauty treatments if qualified from 2016
 - (ii) Core of Knowledge for the use of Lasers
 - (iii) An Artificial Optical Radiation Safety Course and
 - (iv) An Operational Training Course from the Manufacturer or supplier of the Equipment or a professional training company designated for laser treatments

41 Dermaplaning

You will ensure that

- (a) a consent form is completed and signed by the client prior to the treatment
- (b) **You** will use a new sterile scalpel (which will be disposed of immediately into a sharps container once treatment is completed) for each client
- (c) **You** hold a level 2 beauty qualification and have completed an approved training course in Dermaplaning delivered by an appropriate practitioner
- (d) **You** will not carry out treatment on any person under the age of 18
- (e) After care advice must be provided in writing

- 42 Fibroblast, Plasma Pen/Shower/Non-surgical treatments using plasma technology** for the treatment of fine lines, hooded eyes, Removal of Skin Tags, Warts, Scarring including Stretch Marks and Acne Scars, skin tightening/Lifting and rejuvenation.

You will ensure that

- (a) **You** will provide the client with a full and thorough consultation and obtain a signed consent form from the client prior to each **Treatment**
- (b) **You** will provide the client with written before and after care instructions and ensure the client signs a record card confirming that they will comply with the before and after care instructions
- (c) **You** will perform a sensitivity patch test on the client in accordance with the manufacturer's instructions 24 hours before the proposed **treatment** and will not proceed with the **treatment** if the results of the test are not satisfactory
- (d) **You** will not carry out this **treatment** on any person who is pregnant
- (e) **You** will not carry out this **treatment** on any person with sores or open cuts or wounds
- (f) **You** will not carry out treatment on any person under the age of 18
- (g) In respect of the **treatment** of warts You will obtain approval from the clients own General Practitioner before commencing the treatment
- (h) **You** have completed Level 3 NVQ or Equivalent for Beauty and Electrical treatments;
- (i) **You** have completed a training course provided by a training provider approved by **Us**;
- (j) This **Advanced Treatment** will not be carried out on any person who has any condition which is a contra-indication to the treatment;
- (k) **Treatment** is carried out using a fully licensed and recognised system approved by **Us**
- (l) This **treatment** must be carried out in a salon environment or suitably approved premises where the machine is kept stable at all times.

The following Plasma Technology procedures are excluded:
Tattoo Removal using Plasma Technology.

SECTION 5 MONEY

WHAT IS COVERED

We will cover **You** for Loss of **Money** within the **Territorial Limits** up to the Limits of Liability stated below

Limits of Liability

- | | | |
|---|---|----------|
| 1 | Crossed cheques, crossed giro cheques, crossed money orders, crossed bankers drafts, crossed warrants, National Savings Certificates Premium Bonds, unexpired units in postal franking machines, credit or debit card sale vouchers, VAT invoices | £250,000 |
| 2 | Money otherwise defined | |
| | (a) from the Salon during Business Hours | |
| | Hours | £3,000 |
| | (b) in transit or in a bank night safe | £3,000 |
| | (c) in a locked safe within the Salon Out of Business Hours | £2,500 |
| | (d) from the Salon out of Business Hours and not in a locked safe | £250 |
| | (e) from Your private dwelling or the private dwelling of an authorised Employee | £1,000 |

WHAT IS NOT COVERED

We will not be liable for

- (i) depreciation, shortages, errors or omissions of any kind
- (ii) loss arising from theft or fraud by or dishonesty of **Your Employee(s)**
 - (a) not discovered within 7 working days of the event
 - (b) insured by a fidelity guarantee insurance
- (iii) loss from any unattended vehicle
- (iv) loss from coin operated machines
- (v) loss by forgery or deception
- (vi) the **Excess** of £250

MONEY: SPECIAL PROVISIONS

1 AGGREGATION

Our aggregate liability in respect of any one loss under this or any other Policy or Policies issued by **Us** shall not exceed the amounts shown under Limits of Liability

2 KEYS

All keys or notes of combinations to safes or strongrooms shall be in **Your** custody or an authorised **Employee's** custody during **Business Hours** and not left in the **Salon** out of **Business Hours**

3 DAMAGE TO SAFES

We will cover **You** in respect of loss destruction or damage to any safe strongroom or container used for the carriage or safety of **Money** as a result of theft or attempted theft

4 PERSONAL CARRYING LIMIT

Whenever the amount of **Money** (other than as described in Item 1) in transit exceeds £3,000 (subject to prior agreement by **Us**) all notes will be carried on the person of responsible adults and **Our** liability will not exceed £3,000 in respect of any one person

SECTION 6 ROBBERY ASSAULT

WHAT IS COVERED

If **You** or any **Employee** sustain accidental bodily injury as a direct result of robbery or attempted robbery in the course of his or her employment in the **Trade or Business** which independently of any other cause results in death or disablement occurring within 12 months of the injury then **We** will pay to **You** or **Your Employee** the Benefit specified below

Benefits

1	Death	£5,000
2	Amputation or paralysis at or above the wrist or ankle of one or more hands or feet	£5,000
3	Total irrecoverable loss of sight in one or both eyes	£5,000
4	Permanent total disablement (other than through loss of limbs or sight) from any gainful occupation	£5,000
5	Total uninterrupted disablement from engaging in the usual occupation for a maximum of 104 weeks at the rate per week of	£50
6	Clothing or personal effects damaged as a direct result of robbery to an amount not exceeding	£250

WHAT IS NOT COVERED

We will not be liable for

- (i) any person who at the time of sustaining injury or damage is under 16 or over 70 years of age
- (ii) an injury which is in any way brought about by or with the collusion of **You** or **Your Directors** or **Employees**
- (iii) an injury which is in any way brought about by any existing physical defect or infirmity drugs or intoxication

ROBBERY ASSAULT: SPECIAL PROVISIONS

- (i) No payment shall be made until the total amount due in respect of any one injury to **You** or an **Employee** shall have been ascertained
- (ii) Not more than one of the Benefits 1 to 4 shall be payable in respect of **You** or any **Employee** and any amount paid or payable under Benefit 5 in respect of the same occurrence shall be deducted from the amount payable under Benefits 1 to 4
- (iii) The receipt of the person entitled to compensation or his or her legal personal representatives shall in all cases be an effectual discharge to **Us**
- (iv) The injured person shall at his or her own expense furnish all certificates and information in the form and nature that **We** may reasonably prescribe and as often as required by **Us** submit to medical examination on **Our** behalf at **Our** own expense in respect of any bodily injury sustained. If the injured person dies, **We** shall be entitled to a post mortem examination at **Our** own expense

WHAT IS NOT COVERED UNDER THIS POLICY

(These apply to all Sections of the policy and all Clauses Endorsements and Extensions unless otherwise stated)

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

We will not be liable for any claim in respect of

1 RADIOACTIVE CONTAMINATION

Damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by or arising from

- (a) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel*
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.*

This General Exclusion does not apply to Section 3 - Employers Liability

2 WAR RISKS

any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalization, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

This General Exclusion does not apply to Section 3 - Employers Liability

3 PRESSURE WAVES

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

4 EXCLUDED PROPERTY AND CONTINGENCIES

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

5 FINES OR PENALTIES

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

6 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*

7 POLLUTION OR CONTAMINATION

*loss, destruction or damage caused by pollution or contamination unless the **Damage** is caused by*

- (a) Pollution or contamination which itself results from a **Defined Peril** provided that peril is covered by this policy*
- (b) any **Defined Peril** provided that peril is covered by this policy, which itself results from pollution or contamination*

This General Exclusion does not apply to Section 4 - Public and Products Liability and its Extensions

8 CHANGE IN WATER TABLE LEVEL

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

9 **PURE FINANCIAL LOSS EXCLUSION**

liability for financial loss which is not consequent upon Injury or Damage except where specifically included

10 **TERRORISM AND NORTHERN IRELAND EXCLUSION**

Loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

(a) In England, Scotland, Wales, the Channel Islands and the Isle of Man

- 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*

(b) In Northern Ireland

- 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*
- c. Riot, civil commotion and (except for Damage or interruption to the Business caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.*

If any of the points about are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

*In any action, lawsuit or other proceedings or where **We** state that any loss, damage, cost or expense is not covered by this section it will be **Your** responsibility to prove that they are covered.*

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

Policy amendment clause

*The following exclusion (11) applies to all Sections of **Your** policy and all clauses endorsements and extensions unless otherwise stated*

Under the WHAT IS NOT COVERED UNDER THIS POLICY section of **Your** policy the following exclusion is added

11. DISEASE EXCLUSION

Notwithstanding any provision to the contrary within **Your** policy, except for any cover provided under the Employers' Liability and Public and Products Liability (including Treatment Liability) sections of **Your** policy, this policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Subject to the other terms, conditions and exclusions contained in **Your** policy, these sections will cover physical damage to property insured and any **Time Element Loss** directly resulting therefrom where such physical damage or **Time Element Loss** is covered by **Your** policy and is directly caused by or arising from any of the following causes: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, storm, earthquake, **Flood**, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.

Meanings of defined terms

Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Time Element Loss

Business interruption, contingent Business interruption or any other consequential losses.

This General Exclusion does not apply to Section 3 – Employers Liability, Section 4 – Public and Products Liability (including Treatment Liability)

2) Public and Products Liability (including Treatment Liability) Section amendment clause

Under the WHAT IS NOT COVERED section of SECTION 4 PUBLIC AND PRODUCTS LIABILITY (INCLUDING TREATMENT LIABILITY) section of **Your** policy, the following exclusion is added

(u) CORONAVIRUS EXCLUSION

In respect of all cover provided under this section, no cover is provided under this section for any claim, loss, liability, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

- (a) any fear or threat (whether actual or perceived) of; or
- (b) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;

coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

3) Section 2 Business Interruption cover amendment

The Prevention of Access cover detailed in SECTION 2 – BUSINESS INTERRUPTION, WHAT IS COVERED – 4 of **Your** policy is deleted and replaced as follows:

Denial of access (damage) cover

We will cover **You** for any loss covered by this section resulting from interruption of or interference with **Your Business** caused by **damage** by the **Insured Perils** to property within a 1 mile radius of **Your Premises** which prevents or hinders the use of **Your Premises**, or access to it, regardless of whether **Your Premises** is damaged or not.

Provided that

- a. these **Insured Perils** are covered under the Buildings and/ or Contents section in respect of **Your Premises**.
- b. the insurance provided by this cover in any one **Period of Insurance** shall only apply for the period starting with the prevention of access or hinderance of use and ending after 12 weeks during which time **You** suffer a loss from interruption of or interference with **Your Business**.
- c. **Our** liability for any one claim and in any one **Period of Insurance** is the lower of either 25% of the annual sum insured shown in **Your** schedule or £25,000 or 12 weeks maximum indemnity period in total irrespective of the number of incidents or **Premises** insured.

We will not cover

- i. any loss, destruction of, or damage to property from which **You** obtain electricity, gas, water or telecommunications services which prevent or hinder the supply of these services
- ii. any incident involving interference or interruption with the **Business** that is less than 12 hours duration.

Special Definitions

Insured Perils

Means fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, storm, **Flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal

The Defective Sanitation Poisoning Murder Suicide or Disease cover detailed in SECTION 2 – BUSINESS INTERRUPTION, WHAT IS COVERED – 5 of **Your** policy is deleted and replaced as follows:

Murder suicide or disease cover

We will cover **You** for any interruption of or interference with the **Business** covered by this section during the **Period of Insurance** at the **Premises** as a result of

1 the occurrence of any of the following specified human infectious or specified human contagious diseases

- i. Acute Encephalitis
- ii. Acute Poliomyelitis
- iii. Anthrax
- iv. Chicken Pox
- v. Diphtheria
- vi. Dysentery caused by Shigella
- vii. Legionellosis
- viii. Legionnaires' Disease
- ix. Malaria
- x. Measles
- xi. Meningococcal Infection
- xii. Mumps
- xiii. Ophthalmia Neonatorum
- xiv. Paratyphoid fever
- xv. Bubonic, Septicemic and Pneumonic Plague
- xvi. Rabies
- xvii. Rubella
- xviii. Tetanus
- xix. Tuberculosis
- xx. Typhoid Fever
- xxi. Whooping Cough
- xxii. Yellow Fever

manifested by any person whilst at **Your Premises** which directly results in the compulsory closing of the whole or part of **Your Premises** by order of a public authority authorised to prevent or restrict access to **Your Premises**

2 murder or suicide at **Your Premises**

3 bodily injury (excluding illness, disease and psychiatric injury) or bacterial food poisoning sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at **Your Premises**

4 the discovery of vermin or pests in the building(s) at **Your Premises** that prevents the use of or part use of the building(s) by order of a public authority

5 the compulsory closing of the whole or part of **Your Premises** by order of a public authority as a result of an accident causing a defect in the drains, toilets or sinks at **Your Premises**.

We will not cover:

- (a) any costs incurred in the cleaning, repair, replacement, recall or checking of the property insured;
- (b) any loss to the extent that it would have been caused in any event by disease occurring in a wider geographical area extending beyond **Your Premises**, or by vermin or pests being discovered in a wider geographical area beyond the building(s) at **Your Premises**
- (c) any incident involving interference or interruption to the **Business** that is less than 12 hours.

Any Disease or Coronavirus exclusion shall apply to this Murder, suicide or disease cover, except that **Communicable Disease** shall not include the specified human infectious or specified human contagious diseases listed under clause 1 of this cover, the pathogens which cause them, or bacterial food poisoning, provided that such diseases listed under clause 1 have not been declared by the World Health Organisation to be a public health emergency of international concern or a pandemic.

The maximum indemnity period under this cover shall be 12 weeks in any one **Period of Insurance** commencing from the date of

- (a) the compulsory closing of the whole or part of **Your Premises** (in relation to clauses 1 and 5 of this cover)
- (b) the discovery of murder or suicide (in relation to clause 2 of this cover)
- (c) the occurrence of injury or illness (in relation to clause 3 of this cover) or, where there is a series of related injuries or illness, the first occurrence of injury or illness in that series
- (d) the order of the public authority (in relation to clause 4 of this cover).

Our liability will not exceed the lower of the maximum indemnity period of 12 weeks or £25,000 in any one **Period of Insurance**, irrespective of the number of **Premises** insured.

For the purposes of the cover provided under this cover clause, any references to **Damage** or incident within the Definitions, the Special Definitions, the basis of claim settlement provisions, section or general exclusions, conditions and policy conditions shall be read as if they were references to the cover provided under clauses 1 to 5 above.

The Damage at Suppliers or Customers Premises cover detailed in SECTION 2 – BUSINESS INTERRUPTION, WHAT IS COVERED – 6 of Your policy is deleted and replaced as follows:

Unspecified suppliers cover

We will cover **You** for any loss, covered by this section, resulting from interruption or interference with the **Business** as a result of **Damage** at the premises of any of **Your Suppliers** other than those **Suppliers** more specifically insured by this section within the **Territorial Limits**.

This cover does not apply to the premises of any **Supplier** from where **You** obtain electricity, gas or water or telecommunications services.

Our liability under this cover for any one claim will not exceed £25,000.

Special definitions

Suppliers means

The companies, organisations or individuals including manufacturers or processors of components, goods or materials who at the date of the incident, **You** have contracts or trading relationships with for the supply of goods or services to **You**.

Unspecified customers cover

We will cover **You** for any loss insured by this section resulting from interruption of or interference with the **Business** as a result of **Damage** at the premises of any of **Your Customers** (other than those **Customers** more specifically insured by this section) situated within the **Territorial Limits**

Our liability under this cover for any one claim will not exceed £25,000.

Special definitions

Customers means

The companies, organisations or individuals who at the date of the incident **You** have contracts or trading relationships with for the supply of goods or services.

Failure of selected public supplies cover

We will cover **You** for any loss resulting from interruption or interference with **Your Business** caused by the accidental failure of

1. the public electricity supply at **Your** supplier's generating station or sub station
2. the public gas supply at **Your** supplier's land based premises
3. the public water supply at **Your** supplier's waterworks or pumping station
4. the public telecommunications services at **Your** supplier's land based premises

from which **You** obtain electricity, gas, water or telecommunications services within the **Territorial Limits** where such accidental failure is a direct result of **Damage** caused by an **Insured Peril**.

Provided that after the application of all other terms and conditions of this section, the most **We** will pay is the lower of either 25% of the annual sum insured shown in **Your** schedule or £25,000 in total in any one **Period of Insurance** irrespective of the number of **Premises** insured and regardless of the number of suppliers affected during any one **Period of Insurance**.

The insurance provided by this cover in any one **Period of Insurance** shall only apply for the period starting with the accidental failure(s) of supply or service at **Your Premises** and ending after 12 weeks in total during which time the results of the **Business** are affected regardless of the number of **Your** suppliers affected during the **Period of Insurance** or the number of **Premises** insured.

We will not cover

a. any failure

- i. which does not involve cessation of supply, for at least 12 hours
- ii. due to an excluded cause

b. loss resulting from failure caused by

- i. the deliberate act of any supplier or by them using their power to withhold or restrict supply or services
- ii. solar flare or other atmospheric or weather conditions, but **We** will cover failure due to **Damage** to equipment caused by these conditions

For the purposes of the cover provided under this **Failure of selected public supplies cover Insured Peril** means

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, malicious persons, accidental damage, earthquake, storm, **Flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

The Failure of Public Utilities cover detailed in SECTION 2 – BUSINESS INTERRUPTION section, WHAT IS COVERED – 7 of Your policy is deleted and replaced as follows:

Failure of public supply terminal ends cover

We will cover **You** for any interruption of or interference with the **Business** covered by this section during the **Period of Insurance** at the **Premises** as a result of the failure of

1. the public electricity supply at the 'terminal ends' of **Your** supplier's service feeds to the **Premises** within the **Territorial Limits**
2. the public gas supply at **Your** supplier's meters to the **Premises** within the **Territorial Limits**
3. the public water supply at **Your** supplier's main stop cock serving the **Premises** (other than by drought) within the **Territorial Limits**
4. the public telecommunications services supply (other than satellite services) at the incoming line, terminals or receivers to the **Premises** within the **Territorial Limits**
- 5.

where such accidental failure is a direct result of accidental damage caused by an **Insured Peril**.

Provided that after the application of all other terms and conditions of the section, **our** liability will not exceed the lower of either 25% of the annual sum insured shown in **Your** schedule or £25,000 or 12 weeks maximum indemnity period in total in any **Period of Insurance** irrespective of the number of incidents, number of **Your** suppliers affected during the **Period of Insurance** or the number of **Premises** insured.

We will not cover a any failure

- i. which do not involve cessation of supply, for at least the franchise period of time of 24 hours
 - ii. due to an excluded cause
- b loss resulting from failure caused by
- i. the deliberate act of any supplier or by them using their power to withhold or restrict supply or services
 - ii. strikes or any labour or trade disputes
 - iii. solar flare or other atmospheric or weather conditions, but **We** will cover failure due to **Damage** to equipment caused by these conditions

If an incident occurs resulting in a claim under this extension **You** cannot claim under the Failure of selected public supplies cover extension for the same incident.

In any action, lawsuit or other proceedings or where **We** allege that any loss resulting from damage is not covered by this section, it will be **Your** responsibility to prove that they are covered.

Special Definitions

Insured Perils

Means fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, malicious persons, accidental damage, earthquake, storm, **Flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal

CYBER AND DATA EXCLUSION

The defined term **Electronic Data** attaching to this policy is deleted.

Exclusion (k) attaching to **SECTION 4 PUBLIC AND PRODUCTS LIABILITY** of this policy is deleted and replaced by the following exclusion:

Cyber and Data

We will not be liable for liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with

- (1) any **Cyber Act** or **Cyber Incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**
- (2) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any **Data**, including any amount pertaining to the value of such **Data**
- (3) failure of electronic, electromechanical data processing or electronically controlled equipment or **Data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims

- (a) for **Injury**
- (b) for **Damage** to material property
- (c) under Extension **13 Data Protection cover** of this Section

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident**.

For the purposes of this exclusion the following defined terms shall apply:

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

- (a) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**
- (b) Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.