



**PUBLIC PRODUCTS & TREATMENT LIABILITY  
STUDENT INSURANCE**

**POLICY DOCUMENT**

Underwritten By  
AXA Insurance UK plc

*in association with*

Hairdressers Journal  
M Squared Media Ltd, Allington House, 25 High Street, Wimbledon Village, SW19 5DX

and

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



# WELCOME

## The insurance contract

In return for payment of the premium shown in your policy documents, **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 Statement of Fact, the Certificate of Insurance, and any Extensions 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 CERTIFICATE OF INSURANCE, AND ANY EXTENSIONS 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, CERTIFICATE 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** 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** 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** 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 11-14.

Signed for and on behalf of  
InEvexco Limited



Mark Clayton, Managing Director

On behalf of AXA Insurance plc

InEvexco Limited Registered office address Suite 184, 80 Churchill Square Business Centre, Kings Hill, West Malling, ME19 4YU  
Registered in England and Wales No 7770177

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## **A - OUR CUSTOMER CARE POLICY**

**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  
ME19 4YU

Phone: **0345 605 8670**

Email: **info@professionalbeautydirect.co.uk**

### **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  
ME19 4YU

Phone: **0345 340 3550**

Email: **info@hjdirect.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 340 3550**

Email: **info@hjdirect.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](mailto: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](mailto:complaint.info@financialombudsman.org.uk)**

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

## B - 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*

### 1. **Important Information You Have Given Us** 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 – Cooling Off Period**

**You** have a statutory right to cancel **Your** policy within 14 days from the day of purchase or renewal of the policy or the day on which **You** receive **Your** policy or renewal documentation, whichever is the later.

If **You** decide not to proceed with this insurance within the statutory cooling off period, **We** will refund any premium and tax **You** have paid subject to:

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

If **You** do not exercise **Your** right to cancel **Your** policy within this 14 day period, it will continue in force and **You** will be required to pay the full premium.

### **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 340 3550**

Email: **info@hjdirect.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. 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](http://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.

**13. 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

**14. Law applicable to this policy**

**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.

**15. Sanctions**

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.

**16. Observance of Policy Terms**

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

**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

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. Value Added Tax**

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

**21. Compliance with Local Authority Registration Requirements and Government Legislation**

**You** must 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.

## C - DEFINITIONS

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

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

### **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**

### **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 Perils**

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

**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 **Your** business 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**

### **Employee**

means any

- (a) person under a contract of service or apprenticeship with **You**
- (b) self-employed person labour only sub-contractor labour master or person supplied by any of them
- (c) person seconded to acquire work experience under a scheme or otherwise
- (d) person hired to or borrowed by **You**

(e) voluntary worker

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

**Fees and Expenses**

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

**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 or inundation from the sea or inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the **Building**

**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

**Offshore**

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

**Partner**

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

**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.

**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

**Pollution or Contamination**

means

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

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

**Principal**

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

**Products**

means goods including labels and containers and packaging

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

**Proposal**

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

**Qualified Person**

means a person over the age of 18 who holds the relevant certificates and qualifications applicable to the **Treatments** provided

**Remediation**

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

**Retroactive Date**

means the date three years prior to the inception date shown on the Certificate of Insurance.

**Salon**

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

**Territorial Limits**

means

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

**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

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

**Trade or Business**

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

**Virus or Similar Mechanism**

means program code programming instruction or any set of instructions 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.

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

**We, Us or Our**

means AXA Insurance UK plc

**You or Your**

means the insured individual, partnership or company named in the Certificate of Insurance and includes

- (a) the legal personal representatives if **You** die in respect of liability incurred by **You**
- (b) at **Your** request, any **Director or Partner**

## **D - PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION**

### **What is covered under this section**

**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**

**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

- (a) the Limit of Insurance (less any amounts already paid as damages) or
- (b) 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 any claim or claims except for costs and expenses incurred up to the date of payment

### **Legal Costs and Expenses**

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

- (a) representation at any coroner's 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 Insurance under this Section

### **Legal Defence Costs**

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

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



Provided that the offence under the legislation

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

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

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

#### **Retroactive Public and Products Liability Extension**

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

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

Provided that

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

#### **Cover to Principal Extension**

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

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

#### **Non Injury Treatment Extension**

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

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

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

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

Provided that

**We** will not be liable for

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

**Extended Claims Notification Period**

If **We** do not invite renewal of this policy for reasons other than 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 to **You**
- and
- (b) which is notified to **Us**

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

## **Conditions applicable to this section**

*(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**

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.

#### **3 Manufacturer's Instructions**

any equipment and products for the performance of **Treatments** will be used by **You** 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.

**You** will not apply Acrylic Nails to anyone under the age of 14

#### **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**

- (a) glycolic acid
- (b) lactic acid
- (c) malic acid
- (d) citric acid
- (e) glycolic acid plus ammonium glycolate

- (f) alpha-hydroxyethanoic acid plus ammonium alpha- hydroxyethanoate
- (g) alpha-hydroxyoctanoic acid
- (h) hydroxycaprylic acid
- (i) mixed fruit acid
- (j) tartaric acid
- (k) tri-alpha hydroxy fruit acids
- (l) triple fruit acid
- (m) sugar cane extract
- (n) alpha hydroxy and botanical complex
- (o) l-alpha hydroxy acid
- (p) glycomer in crosslinked fatty acids alpha nutrium (three AHAs)

**Beta Hydroxy Acids are defined as**

- (a) salicylic acid and related substances such as salicylate sodium
- (b) salicylate and willow extract
- (c) beta hydroxybutanoic acid
- (d) tropic acid
- (e) triethocanic acid

**7 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

**8 Ear Piercing**

**You** will not perform ear piercing other than to the soft non-cartilaginous part of the ear lobe using a system designed to protect the gun instrument from contamination using pre-sterilised ear studs and back clasps

**9 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

**10 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

**11 Sunbed Equipment**

- (a) **Treatment** must be carried out in a **Salon**
- (b) **You** must comply with the Sunbeds (Regulation) Act 2010
- (c) there must be no more than a combined maximum of two sunbeds or tancabs within the **Salon**
- (d) the **Salon** 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

**12 Toning Tables**

**You** must

- (a) have received training in the use of toning tables, power plates and vibro plates
- (b) take from the client their medical history and undertake a written consultation prior to use
- (c) ensure that the client signs the record card prior to each time they use the equipment stating that they are not suffering from any injury or medical condition that could be affected by the use of toning tables
- (d) display prominently the manufacturer's instructions
- (e) supervise use of toning tables and will remain on the premises continuously while the equipment is in use

**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** 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

**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 must be present to verbally consent to the face painting of a minor

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

**You** must

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

**19 Glitter Tattoos**

A parent guardian or responsible adult will be present to verbally consent to the application of the glitter tattoo on a minor under the age of 13

No glitter tattoos may be applied to any minor under the age of three years

**You** must

- (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 neck line 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 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 include the extensions themselves only the application of

**26 Sauna/Steam Room Treatments**

**You** will ensure that

- (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

**27 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

**28 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 **You** change any preparations used in tinting treatments or change the manufacturer of the tinting preparations
- (d) At intervals of not more than 12 months
- (e) In accordance with those terms already specified previously

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

- (a) Laser Treatments
- (b) Intense Pulsed 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.

**29 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 of 18.
- (d) In the case of trial or demonstration sessions undertaken at shows, seminars, talks, conferences, course 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 must include evidence of patch testing where applicable

**30 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** on each occasion that the treatment is given

**31 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 Treatment **You** perform

**32 Hair Straightening Treatments**

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



## **What is not covered under this section**

These exclusions apply in addition to the General Exclusions

**We** will not pay for

**1. Non Compliance with Conditions**

liability arising out of advice instruction consultancy operation dispensing design formula specification inspection certification or testing performed or provided by **You** or the action of any commodity or **Product** used or administered by **You** in respect of any of the Treatments or attached Endorsements while **You** are in breach of a condition and the non-compliance leads to or contributes in any way towards a claim that would otherwise be covered.

If, however, **You** remedy **Your** breach of condition, **We** will pay claims for subsequent losses, unless they were attributable to something happening before the breach was remedied. **We** will also pay claims for loss occurring or attributable to something happening before the breach of condition.

A breach of condition unrelated to a claim may result in suspension of cover until said condition is remedied.

**2. Hiring Out**

liability arising out of the hiring out of equipment

**3. Liquidated Damages**

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

**4. Excluded Locations**

liability arising in connection with work on or in

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

**5. Defective Products**

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

**6. Liability Under An Agreement**

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

**7. Injury to Employees**

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

**8. Offshore**

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

**9. Property In Your Custody**

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

**10. Danne Montague King Treatments**

liability arising out of any Scar revision treatments

**11. Hair Straightening Treatments**

liability arising out of the use of any product containing more than 0.2% formaldehyde

**12. Pollution**

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

Provided that

- (a) all **Pollution or Contamination** which arises out of one occurrence will be deemed to have occurred at the time the occurrence takes place
- (b) **Our** liability for all damages and claimant's costs and expenses payable in respect of all **Pollution or Contamination** which is deemed to have occurred during the **Period of Insurance** shall not exceed in the aggregate the Limit of Insurance stated in the Certificate of Insurance

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

**13. Vehicles and Craft**

liability arising in connection with

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

**14. Property Damage Excess**

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

**15. Electronic Data**

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

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.

**16. Faulty Advice or Design**

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

- 17. Asbestos**  
any liability arising out of  
(i) inhalation or ingestion of **Asbestos**  
(ii) exposure to or fear of the consequences of exposure to **Asbestos**  
(iii) the presence of **Asbestos** in any property or on land  
(iv) investigating, managing, removing, controlling or remediation of **Asbestos**
- 18. Salon Premises**  
liability arising in connection with  
(a) any **Injury** caused by or arising out of  
(i) any **Treatment** carried out by any person other than **You**  
(ii) any **Trade or Business** operating from any **Salon** or any part of any **Salon** operated by **You** as the owner other than where a formal contract exists between **You** and the owner of the **Salon** making **You** responsible for maintenance of the **Salon** or any equipment provided by the owner of the **Salon**  
(b) any damage to third party property caused by any person other than **You** occurring at any **Salon** premises owned leased or rented by **You** or in which **You** are undertaking work
- 19. Physical Mental and Sexual Abuse**  
any liability caused by or arising from any actual or alleged physical mental or sexual abuse
- 20. Entertainment Productions**  
any liability arising out of or in connection with Film Productions Television Productions or Professional Theatrical Productions
- 21. Aromatherapy**  
any liability arising out of or in connection with the supply or application of any Aromatherapy product which is intended to be administered orally anally or otherwise internally
- 22. Product Import Limitations**  
(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.
- 23. Students Work**  
any liability arising out of or in connection with any **Treatment** carried out by **You** where **You** are not qualified in the **Treatment** being undertaken except  
(a) under the direct supervision of a **Qualified Person** or

- (b) for students case study work, or for other work prior to qualification being obtained, if deemed ready or competent to do so by **Your** school or tutor

providing that

- (a) **You** do not practise outside the scope of what **You** have been taught and that regular supervision, ongoing case consultation and review for case studies is in place
- (b) **You** are to declare to any person prior to offering **Treatment** that **You** are not qualified
- (c) **You** may charge a fee if appropriate, provided this is allowed by the tutor or school in question and that it is a modest amount and evidently lower than an experienced and qualified professional would normally charge

**24. Radioactive contamination**

**We** will not cover claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination

**25. War risk**

**We** will not cover claims 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 nationalisation or requisition, or loss of or damage to property by or under the order of any government or public or local authority

## **E - PROPERTY / EQUIPMENT INSURANCE EXTENSION**

(Applicable only if shown as operative on the Certificate of Insurance)

### **What is covered under this section**

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

### **Conditions**

The following Conditions apply in addition to the General Conditions

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

### **Basis of Settlement**

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

### **What is not covered under this section**

*These apply in addition to the General Exclusions*

**We** will not be liable for

- (a) *loss of or damage to money, documents or title deeds, bonds, bills of exchange, promissory notes, precious stones, bullion, gold or silver articles, jewellery and motor vehicles*
- (b) *loss or damage due to wear and tear, moths, vermin, deterioration, rust or any other gradually operating cause (unless consequent upon accident to the conveyance fire or explosion), depreciation, delay or mechanical or electrical breakdown or failure*
- (c) *inherent vice, latent defect, frost, change in water table level, faulty or defective design, defective workmanship or operational error omission on **Your** part*
- (d) *loss of or damage to property more specifically insured under a separate policy of insurance*
- (e) *theft from any unattended vehicle unless*

- (i) *all property insured in the vehicle is kept out of sight in a locked boot and the vehicle is locked at all points of access*
- (ii) *between the hours of 9pm and 7am the vehicle is garaged in a securely locked and closed building or parked in a yard which is fully enclosed and securely closed and locked*
- (f) *loss of or damage caused by theft, attempted theft, malicious persons or storm to any property insured in any soft topped or open sided vehicle*
- (g) *loss, destruction or damage caused by acts of fraud or dishonesty*
- (h) *disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error*
- (i) *the first £50 of each loss*
- (j) *loss of or damage to property in the open caused by wind, hail, rain, sleet, snow, **Flood** or dust*
- (k) *theft or any attempt thereat from a building not involving forcible or violent entry into or exit from the building and excluding in any event loss or damage*
  - (i) *from any building(s) or part of any building(s) incapable of being locked*
  - (ii) *where **You** or any **Employee** or any member of **Your** family or household is concerned as principal or accessory*
  - (iii) *caused by any tenant or occupier of the building(s) or persons lawfully in the building(s)*
- (l) *theft of unattended property in the open*

# F - WHAT IS NOT COVERED UNDER THIS POLICY

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

We will not be liable for

**1 Radioactive Contamination**

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

- (a) ionising 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

**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

**3 Pressure Waves**

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

**4 Fines or Penalties**

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

**5 Fraud**

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

**6 Change in Water Table Level**

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

**7 Pure Financial Loss Exclusion**

liability for financial loss which is not consequent upon Injury and/or Damage

**8 Date Recognition / Discontinuity**

Damage directly or indirectly cause 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 policy.

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

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

**9 Electronic risks**

We will not cover you for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

**1** damage to or the destruction of any **Computer Systems**; or

**2** 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.

**10 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 the Public and Products Liability Insurance Section and its Extensions

**11 Excluded Property and Contingencies**

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

**12 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 applies to all Sections of **Your** policy and all clauses endorsements and extensions unless otherwise stated*

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

### **13. DISEASE EXCLUSION**

Notwithstanding any provision to the contrary within **Your** policy, except for any cover provided under Section D Public and Products Liability Insurance Section 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 D – Public and Products Liability*

### **2) D Public and Products Liability Insurance section amendment clause**

Under D PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION What is not covered under this section of **Your** policy, the following exclusion is added

### **26. 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.

## **CYBER AND DATA EXCLUSION**

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

Exclusion 15 "**Electronic Data**" attaching to **SECTION D – PUBLIC AND PRODUCTS LIABILITY INSURANCE** of this policy is deleted and replaced by the following exclusion:

### **Cyber and Data**

**We** will not pay 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

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**.