

Salon Gold[®]



Salon Gold Freelancers Policy

Policy Information

This Policy has been prepared in accordance with Your instructions. Please read it carefully to ensure that it meets Your requirements.

This Policy consists of

1. the introduction which explains the basis on which cover is provided
2. the Schedule which shows details of the Policyholder, Period of Insurance, the Business being covered, the Property or Events insured, Limits of Liability and certain amounts You will be responsible for and details of which Sections are operative
3. Policy Definitions and Conditions
4. the Sections of the Policy which give details of the cover provided
5. General Exceptions to cover applying to the whole Policy
6. Any Endorsements which might apply to the Policy or individual Sections and which incorporate cover amendments, extensions, limitations and the like

Immediate notice should be given to Us of any changes which may affect the insurance by this Policy.

Alterations in the cover required after the issue of the Policy will be confirmed by a separate Endorsement and/or Schedule and/or Statement of Fact which You should file with Your Policy. You should refer to the Schedule and Statement of Fact and Endorsement(s) and the Policy to ascertain precise details of cover currently in force.

Our Promise to You

Our goal is to provide excellent customer service to all Our customers but We recognise that sometimes things may go wrong We take complaints seriously and aim to resolve all of Our customers problems promptly

If this cover does not meet with Your requirements please return all of Your documents and any Employers Liability Certificate(s) to Salon Gold (Henry Seymour & Co) who has arranged the cover within 14 days of receipt We will return any premium paid in full

If You wish to terminate the cover at any other time please contact Salon Gold (Henry Seymour & Co) who arranged the insurance for you

Making a Claim

To make a claim follow the instructions provided in the General Conditions – Claims Procedure

To register a claim You should first contact **Salon Gold (Henry Seymour & Co) on 0208 655 0444** who are Your Insurance agents

You may also contact **Davies Managed Systems on 0344 856 2425** who provide Our claims service and are authorised to handle and settle claims on Our behalf

Davies Managed Systems

2nd Floor, East Court

Riverside Park

Stoke-On-Trent

Staffordshire

ST4 4DA

Email: newclaims.canopuscommercial@davies-group.com

Personal Accident

To register a claim under any the Personal Accident Section You should contact Roger Rich & Co

2a Marston House Cromwell Park Chipping Norton OX7 5SR

Telephone: 01608 641 351

Fax: 01608 641 176

E-mail: enquiries@rogerrich.co.uk

who provide Our claims service and are authorised to handle and settle claims on Our behalf If You have a need to seek additional assistance please contact Your insurance agent

Notice must be given within ninety (90) days of the date of occurrence of any claim under this Insurance.

Claims Co-operation

You and the Person-Insured shall provide assistance and co-operate with Us or Our representatives, in obtaining any other records We deem necessary to evaluate the incident or claim. In no event shall We be liable to pay any claim hereunder unless You co-operate with Us and/or Our representatives in the investigation of the claim.

The Contract of Insurance and the Underwriters

This Policy is underwritten by certain Underwriters at Lloyd's and other insurance companies (hereinafter called the 'Underwriters') and is administered by Salon Gold (Henry Seymour & Co) in accordance with the authority granted under binding authority agreement(s)

In consideration of payment of the premium the Underwriters set out above are bound severally and not jointly to indemnify You within the limits terms conditions and exceptions of this Policy against the events set out in the sections operative and occurring in connection with the Business during the Period of Insurance and any subsequent period for which You pay and the Underwriters agree to accept a premium

Where the Underwriters are a Lloyd's syndicate they are made up of Lloyd's Underwriters Each Underwriter is only liable for their own share of the risk and not for any others share You can ask us for the names of the Lloyd's Underwriters and the share of the risk each has taken on

This policy is underwritten by
Legal Expenses Section

Brit Syndicate 2987 at Lloyd's managed by Brit Syndicates Limited (FCA Register number 204930) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and administered by ARAG plc (FCA Register No 452369) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

All Other Sections

Certain Underwriters at Lloyd's of London authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority



Signed for and on behalf of the Underwriters

Dean Laming Managing Director – Salon Gold

Salon Gold is a product of Henry Seymour & Co

Henry Seymour & Co (Barkdene Ltd) is Registered in England No 1842617

Registered Office: Seymour House, 223 Wickham Road, Croydon, Surrey CR0 8TG

This Policy is a legal contract You must tell Us about any facts or changes which affect Your insurance which have occurred either since Your Policy started or since the last renewal date
If You are not sure whether certain facts are relevant please ask Salon Gold (Henry Seymour & Co)
If You do not tell Us of relevant changes Your Policy may not be valid or the Policy may not cover You fully
You should keep a written record (including copies of letters) of any information You give Us or Salon Gold (Henry Seymour & Co) when You renew this Policy

Henry Seymour & Co (Barkdene Ltd) FCA Register Number 303965 authorised and regulated by the Financial Conduct Authority

ARAG plc FCA Register Number 452369 authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

You can check this information on The Financial Conduct Authority register by visiting the FCA's website www.fca.gov.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation Authority can be found at www.bankofengland.co.uk/pru

Information You have to provide to Us

In deciding to accept this Policy and in setting the terms and premium, We have relied on the information You have given Us. You must take care when answering any questions asked by Us ensuring that all information provided is accurate and complete.

If We establish that You deliberately or recklessly provided Us with false or misleading information We will treat Your Policy as if it never existed and decline all claims. We may not return premium already paid by You in this situation.

If We establish that You provided Us with false, incomplete or misleading information, it can adversely affect Your Policy and any claim.

Where We could have accepted the risk and offered You a Policy but We would have charged a higher premium, We may only pay a percentage of any claim that You make under the Policy. We would do this by considering the premium We actually charged as a percentage of the higher premium We would have charged and then paying You the same percentage of any claim

We may treat your Policy as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to Your Broker. We will only do this if the false, incomplete or misleading information means that We provided You with insurance cover when We would not otherwise have offered it at all had the risk been fairly presented

If We would have written the risk on different terms had it been fairly presented, We may amend the Policy to include these terms. We may apply these amended terms as if they were already in place before a claim is made

We may cancel Your Policy in accordance with its cancellation provisions

We will write to You if We:

1. intend to treat Your Policy as if it never existed; or
2. amend the terms of Your Policy; or
3. reduce Your claim in accordance with the above

If You become aware that information You have given Us is inaccurate or incomplete, You must inform Us as soon as practicable.

How to Complain

If You have any enquiry or complaint arising from Your Policy please write to Salon Gold (Henry Seymour & Co) at the following address

Salon Gold (Henry Seymour & Co)
Seymour House
223 Wickham Road
Croydon
Surrey
CR0 8TG

After this action if You are still not satisfied with the way a complaint has been dealt with You may in certain circumstances contact the Complaints Department at Lloyd's at the following address

Complaints
Lloyd's
One Lime Street
London EC3M 7HA
Tel No: 020 7327 5693
Fax No: 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service (FOS). Further details will be provided at the appropriate stage of the complaints process. The address is

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9GE
Helpline: 0800 023 4567
Switchboard: 020 7964 1000
Website: www.financial-ombudsman.org.uk
E-mail: complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme

The Underwriters are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. Such claims are protected for 90% without any upper limit. For compulsory classes of insurance the claim will be met in full. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request, or by visiting the FSCS website at www.fscs.org.uk

Important Information

The Employers Liability (Compulsory Insurance) Regulations 1998 lay down certain obligations for employers and in particular You should be aware of the following

Display of Certificates

We will provide You with a Certificate of Employers Liability Insurance and this will state clearly the companies covered by it. You must display either an original copy or make available a copy of the Certificate of Employers Liability Insurance in an electronic format at each Business Premises where Your Employees can see it easily

Retention of Certificates

The Employers' Liability (Compulsory Insurance Amendment) Regulations 2008 remove the requirement for You to retain copies of Certificates of Employers Liability Insurance that have expired for at least 40 years. However it is still good business practice to retain the certificates because certain claims eg disease could be made many years after the disease is caused and if Your insurer can not be identified You could be liable for any payments

Data Protection

We may use the details You have given to provide You with a quotation deal with Your Policy to search credit reference agencies who may keep a record of the search to support the development of Our business by including Your details in customer surveys and for market research and compliance business reviews

We share Your details with those companies who are underwriting Your Policy with approved organisations for fraud prevention purposes and with companies where We are legally obliged to do so

We may also share Your details with third parties so that we may tell You of products and services which we think may interest You by telephone email or post. If You do not want to know about these products or services please write to Salon Gold (Henry Seymour & Co) Seymour House 223 Wickham Road Croydon Surrey CR0 8TG

Under the Data Protection Act We can only discuss the details given with You. If You would like anyone else to act on Your behalf please let Us know. Your details will not be kept longer than is necessary

Under the terms of the Data Protection Act 1998 You are entitled to a copy of all information Salon Gold (Henry Seymour & Co) holds about You

Your personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of UK law

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General Definitions

Each time We use one of the words or phrases listed below it will have the same meaning wherever it appears in Your Policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the Policy except for headings and titles.

Each Section of the Policy contains definitions which apply to that particular Section and they must be read in conjunction with the following General Definitions.

We/Us/Our

The Underwriters as set out in the section of the Policy headed The Contract of Insurance and the Underwriters.

You/Your/Policyholder

The person(s) or Company shown in the Schedule as the Policyholder.

Business

Activities directly connected with the Business described in the Statement of Fact and specified in the Schedule.

Policy

This Policy Schedule Statement of Fact Employers Liability Certificate and any Endorsements or Conditions Precedent attached or issued.

Damage

Accidental loss, destruction or damage.

Employee

Any person working under Your control in connection with the Business who is

1. under a contract of service or apprenticeship with You;
2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You;
3. a labour master or person supplied by him;
4. a person engaged by a labour only sub-contractor;
5. a self-employed person working on a labour only basis under Your control or supervision;
6. a driver or operator of hired-in plant;
7. a trainee or person undergoing work experience;
8. a voluntary helper;
9. persons working under the Community Offenders Act 1978, the Community Offenders (Scotland) Act 1978 or similar legislation;
10. at Your request, outworkers or home workers employed under contracts to execute personally any work in connection with the Business.

Excess

The first amount of each and every claim for which you shall be responsible as shown in the Schedule and where applicable as more particularly defined in the relevant sub-section of this Policy.

Injury

Bodily injury including death, illness or disease.

Limit of Liability

The Limit of Liability stated in the Schedule.

Period of Insurance

The period shown in the Schedule for which We accept Your Premium

Premises

The part of the Premises at the address or addresses specified in the Statement of Fact and described in the Schedule occupied by You for the purpose of the Business

Property

Material property

Schedule

The Schedule for the time being in force

Statement of Fact

This is a record of the information that You provided to Salon Gold (Henry Seymour & Co) about You and Your Business upon which Your insurance quotation is based

Sum Insured

The Sum Insured stated in the Schedule

General Conditions

Each Section of the Policy contains conditions and must be read in conjunction with the following General Conditions which apply to all Sections unless otherwise stated

Average

Where a Sum Insured is subject to average if at the time of the Damage the Sum Insured is less than the actual value of the property You will be considered as Your own insurer for the difference and bear a proportionate share of the loss

Cancellation

We may cancel the Policy by sending You 30 days written notice to Your last known address We will refund a proportionate part of the premium paid for the unexpired period

If the premium has not been paid or if there has been a default under an instalment or linked credit agreement this insurance will cease immediately and We will not refund any instalment paid

Choice of Law and Jurisdiction

You and We are free to choose the law applicable to this Policy. Unless specifically agreed to the contrary this insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England

Claims Procedure

It is a condition precedent to Our liability under this Policy that you will

1. provide written notice to Us immediately You have knowledge of any event occurrence prosecution inquest or inquiry which may result in a claim regardless of Excess and pass to Us immediately on receipt every letter claim writ summons and process in connection with any claim
2. notify the police immediately of Damage caused by malicious persons or thieves
3. at Your expense provide Us with a written claim containing as much information as possible of the accident Damage or Injury including the amount of the claim within
 - a. 30 days of Your becoming aware of the event or occurrence
 - b. 7 days in the case of Damage caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious personsor such further time that We may allow
4. provide Us with all information and help We require in respect of the claim
5. pass to Us unanswered immediately all communications from third parties in relation to any event which may result in a claim under this Policy
6. not admit or repudiate liability nor offer to settle compromise make payment which may result in a claim or pay any claim under this Policy without Our written agreement
7. carry out or permit to be taken any action which may be reasonably practicable to prevent or minimise loss and/or interruption of the Business and to prevent further accident Damage or Injury
8. We will be entitled at any time and at Our discretion if Damage occurs which may lead to a claim to
 - a. enter or take possession of the Premises
 - b. take possession of or require to be delivered to Us Property Insured which We will deal with in a reasonable manner
 - c. take over and conduct in Your name the defence or settlement of any claim or to prosecute any claim in Your name for Your benefit and have full discretion in the conduct of any proceedings and in the settlement of any claimwithout incurring liability or reducing Our rights
9. We will not pay for loss destruction or damage or provide cover under the Legal Liabilities Section if You or anyone acting on Your behalf
 - a. do not comply with Our requirements

- b. hinder or obstruct Us
- You are not entitled to abandon Property to Us

Change of Risk

We shall not indemnify You under this Policy if

1. there has been any material change to the risk after the commencement of this insurance whereby the risk of Damage or Injury is increased or
2. Your interest ceases (unless the cessation is brought about by will or operation of law)
3. the Business does any of the following
 - a. making a composition or arrangement with creditors
 - b. have a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986
 - c. have an application made under the Insolvency Act 1986 to the court for the appointment of an administrator
 - d. have a winding up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed or have a provisional liquidator receiver or receiver and manager of the business or undertaking duly appointed
 - e. have an administrative receiver as defined in the Insolvency Act 1986 appointed or having possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating chargeunless agreed by Us in writing

Contribution

Applicable to the Legal Liabilities Section

1. If the insurance provided by these sections is also covered by another policy (or would but for the existence of these sections) We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these sections not been effected

Applicable to all other Sections insured by this Policy

2. Where any Damage or liability covered by the Policy is also covered by another policy (or would be but for the existence of this Policy) We will only pay a rateable share of the loss
3. If the other insurance is subject to a condition of average and this Policy is not this Policy will be become subject to the same condition of average
4. If the Property covered by the other insurance is subject to a provision excluding proportional payment in whole or part the payment We make will be limited to the proportion of Damage as the Sum Insured bears to the value of the property

Contracts (Rights of Third Parties) Act 1999

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

Discharge of Liability

We may at any time pay

1. The Limit of Liability or the Limit of Indemnity or
2. The Sum Insured or
3. A smaller amount for which a claim can be settled after deduction of any sum already paid We will not make any further payments except for costs and expenses incurred prior to the payment of the claim

Fraud

If a claim made by You or anyone acting on Your behalf to obtain a benefit under this Policy is in any respect fraudulent or uses fraudulent means or devices or intentionally exaggerates or a false declaration or statement is made in support of a claim all benefit under this Policy shall be forfeited

Interest Clause

The interests of third parties in the Property which You are required to include on this Policy under the terms of any mortgage property lease or hiring leasing or hire purchase agreement are automatically noted subject to You advising Us as soon as is reasonably practicable

Protections against Fraud, Misrepresentation and Non-Disclosure

A person is committing fraud, misrepresentation or non-disclosure if they or anyone else insured by this Policy or if anyone is acting on their behalf knowingly:

1. Provide answers to Our questions which are dishonest, inaccurate or misleadingly incomplete
2. Mislead Us in any way for the purpose of obtaining insurance, or more favourable insurance terms, or a reduced premium to influence Us to accept a claim
3. Make a fraudulent or false claim in full or in part: by providing false information in order to influence Us to accept a claim: by exaggerating the amount of the claim: or by supplying false or invalid documents in support of Your claim

How We deal with Fraud, Misrepresentation and Non-Disclosure in order to protect Us and Our customers

If We find that fraud, misrepresentation or non-disclosure has been committed We will have the right to:

Void the Policy and may not refund any premium, refuse to pay the whole claim if any part is in any way fraudulent, false or exaggerated, recover any costs incurred by Us, including investigations and legal costs, recover the costs of any previously paid claims.

In addition to this, We may also inform the police, which could result in prosecution, or inform other organisations as well as anti-fraud databases

Reasonable Care

It is a condition precedent to Our liability under this Policy that You

1. take all reasonable care to prevent or minimise any circumstances or to cease any activity which may cause Damage accident or Injury
2. maintain the business premises machinery equipment and furnishings in a good state of repair
3. exercise care in the selection and supervision of Employees
4. comply with all relevant statutory requirements manufacturers recommendations and other regulations relating to the use inspection and safety of property and the safety of persons
5. make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

Reinstatement

When we decide or are required to reinstate or replace any Property You will at Your expense provide

1. plans
2. documents
3. books
4. information

which we require

Sanction Limitation And Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

LMA3100

Several Liability Notice/Clause

The Subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations
LSW1001

Statement of Fact

This is a record of the information that You provided to Salon Gold (Henry Seymour & Co) about You and Your Business upon which Your insurance quotation is based

Subrogation

Anyone making a claim under this Policy must at Our request and expense do everything We reasonably require to enforce a right or remedy or obtain relief or indemnity from other parties to which We will become entitled or subrogated because of payment for or making good accident Damage or Injury

We may require You to carry out such actions before or after We make any admission of or payment of a claim

Condition Precedent

Every condition precedent to which this Policy or any Section or item specified in the Schedule is or may be made subject to shall from the time the condition precedent attaches apply and continue to be in force during the duration of the Period of Insurance

Provided that if this Policy or Section or item specified in the Schedule is renewed a claim in respect of Damage occurring following renewal date shall not be barred by reason of a condition precedent not having been complied with at any time before the date of renewal

General Exceptions

Each Section of the Policy contains exceptions and must be read in conjunction with the following General Policy Exceptions which apply to all Sections unless otherwise stated

This Policy does not cover

Nuclear Risks

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the the combustion of nuclear fuel
2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Subject to indemnity under the Employers Liability Sub-Section as far as concerns Injury caused to any of Your Employees if such Injury arises out of and in the course of employment or engagement of such person by You this General Exception shall only apply

- a. in respect of liability of any Principal
- b. liability assumed by You under agreement and which would not have attached in the absence of such agreement

War Government Action and Terrorism

1. Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from
 - a. War Government Action or Terrorism
 - b. civil commotion in Northern Ireland
2. legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from War Government Action or Terrorism except to the extent stated in the Liability Provisions

For the purpose of this General Exception and its Liability Provisions

War shall mean war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution or military or usurped power

Government Action shall mean martial law confiscation nationalisation requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to War

Terrorism shall mean any act(s) of any person(s) or organisation(s) involving

1. the causing occasioning or threatening of harm of whatever nature and by whatever means
2. putting the public or any section of the public in fear

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) are wholly or partly of a political religious ideological or similar nature

In any action suit or other proceedings where We allege that by reason of this Exception as far as it relates to Terrorism any Damage or resulting loss or expense or consequential loss is not covered by this insurance the burden of proving that such Damage loss expense or consequential loss is covered shall be upon You

Liability Provisions

Subject otherwise to the terms definitions exceptions provisions and conditions of this Policy and its Legal Liabilities Section

1. We will indemnify You under the Employers' Liability Sub-Section provided that in respect of any one claim or series of claims arising out of any one original event Our liability in respect of all legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism shall not exceed £5,000,000
2. We will indemnify You under the Public Liability Sub-Section and Products Liability Sub-Section against legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism provided that Our liability for all damages (including interest thereon) shall not exceed
 - a. in respect of or arising out of any one claim or series of claims arising out of one Event £2,000,000 or the amount of the Public Liability and Products Liability indemnity limit stated in the Schedule whichever is the lower but in respect of Products Supplied this limitation shall apply to all insured events occurring in any one Period of Insurance
 - b. We will not indemnify You under the Public Liability and Products Liability Sub-Sections against legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism

Pollution and Contamination (This Exception does not apply to Legal Liabilities Section)

Damage caused by or arising from pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property insured caused by

1. pollution or contamination which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers malicious persons other than thieves earthquake storm flood bursting overflowing discharging or leaking of water tanks apparatus or pipes sprinkler leakage or impact by any road vehicle or animal
2. any of the Contingencies in (1) above which itself results from pollution or contamination

Date Recognition (This Exception does not apply to Employers Liability Sub-Section)

Damage accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software whether Your property or not and whether occurring before during or after the year 2000

1. correctly to recognise any date as its true calendar date
2. to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
3. to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or to correctly process such data on or after any date

In respect of Material Damage Business Interruption Loss of Money Business Machines All Risks (Specified Items) Sections this General Exception shall not exclude subsequent Damage not otherwise excluded which itself results from fire lightning explosion 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 earthquake storm flood escape of water from any tank apparatus or pipe theft or impact by any vehicle or animal

Computer Virus and Hacking

1. 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 where such Damage is caused by Virus or Similar Mechanism or Hacking
2. financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking but this shall not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from Fire Lightning Explosion Earthquake Aircraft or other aerial devices or articles dropped from them Riot Civil

Commotion Strikes Labour Disturbances Malicious Persons (including the acts of thieves but excluding the acts of Malicious Persons which do not involve physical force or violence) Storm Flood Escape of Water or Oil from any tank apparatus or pipe Impact by any vehicle or animal

For the purpose of this Exception

Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether Your Property or not

Date Recognition Computer Equipment

the expected cost which would have been incurred in modifying any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software so as to be able correctly to recognise save retain manipulate interpret or process any data after December 31st 1999 where such computer or other property is unable to do so at the time of any Damage insured by this Policy

Marine Policies

Damage to property which at the time of the happening of the Damage is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this Policy not been affected

Sonic Bangs

loss destruction or damage or any consequential loss occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

Terrorism Exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and or the 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 to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

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

Cyber Liability

liability arising directly or indirectly out of

- a. loss of alteration of or damage to or
- b. reduction in the functionality availability or operation of

any computer system or programme hardware data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment as a result of your Activities
For the purpose of this Exclusion E-activities means any use of electronic networks including the internet and private networks intranets extranets electronic mail worldwide web and similar medium carried out by you or by any person persons partnership firm or company acting for you or on your behalf

Legal Liabilities Section

Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

Asbestos

crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those materials fibres or particles of Asbestos or any material containing Asbestos or Asbestos dust

Costs and Expenses

Costs and Expenses shall be deemed to mean

1. costs and expenses of claimants for which You are legally liable and which may be the subject of indemnity under this Section
2. other costs and expenses incurred with Our written consent in respect of any claim which may be the subject of indemnity under this Section
3. legal costs and expenses incurred with Our written consent for representation by You at
 - a. any proceedings brought in any court arising out of any alleged breach of a statutory duty resulting in Injury
 - b. any coroners inquest or inquiry in respect of any death which may be the subject of indemnity under this Section

Compensation

Damages including interest

Event

Any accident or occurrence including continuous or repeated exposure to substantially the same general conditions which results during the Period of Insurance in Injury or Damage to Property All Events or series of Events consequent on one cause shall be regarded as one Event for the purposes of this Policy

Limit of Indemnity

The limit as specified in the Schedule including all costs and expenses

Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform whilst on any offshore rig or offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or offshore platform

Product Supplied

any product or thing including packaging containers instructions and labels sold supplied erected repaired altered treated installed tested serviced or delivered by or through You in the course of the Business within the Territorial Limits

Territorial Limits

1. anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands other than Offshore
2. elsewhere in the world (other than the United States of America or Canada or Offshore) for temporary visits by non-manual employees in connection with the Business undertaken by You or any of Your directors or Employees normally resident in (1) above
3. elsewhere in the world in respect of any Product Supplied (other than those to Your knowledge sold supplied erected repaired altered treated or installed by You in or for delivery or use in the United States of America or Canada)

Employers Liability Sub-Section

Cover

We will indemnify You against all sums that You become legally liable to pay as Compensation including Costs and Expenses in respect of Injury sustained by any Employee caused during the Period of Insurance within the Territorial Limits and arising out of employment by You in the course of the Business

Limit of Indemnity

Our liability for Compensation and Costs and Expenses payable under this Sub-Section in respect of any claim or series of claims against You as a result of or arising out of one Event shall not exceed the Limit of Indemnity

Right of Recovery

The indemnity provided under this Sub-Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Island the Channel Islands or the Isle of Man You must repay to Us all sums paid by Us that We would not have been liable to pay but for the provisions of such law

Extensions to this Sub-Section

The following Sub-Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

Unsatisfied Court Judgments

This Sub-Section extends to include the following

In the event of Injury sustained by any Employee caused during the Period of Insurance within the Territorial Limits and arising out of employment by You in the course of the Business which results in a judgment for Compensation being obtained by the Employee or the personal representatives of the Employee and which remains unsatisfied in whole or part six months after the date of such judgment We will at Your request pay to the Employee or the personal representatives of the Employee the amount of any such Compensation and any costs awarded to the Employee or the personal representatives of the Employee to the extent that they remain unsatisfied provided that

1. the judgment for Compensation is obtained
 - a. in a court of law within Great Britain Northern Island the Channel Islands or the Isle of Man
 - b. against a company partnership or individual other than You conducting a business at or from premises within the territories described in (a) above
2. there is no appeal outstanding
3. if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee must assign the judgment to Us

Injuries to Working Partners

In respect of Injury sustained by any working partner or proprietor We will deem such person under this Sub-Section to be an Employee provided that We will only be liable where

1. the Injury is sustained whilst such working partner or proprietor is working in connection with the Business
2. the Injury is caused by the negligence of another working partner proprietor or Employee whilst working in the Business
3. the injured working partner or proprietor has a valid right of action in negligence against the working partner proprietor or Employee responsible for such Injury

Exceptions to this Sub-Section

The following exceptions apply to this Sub-Section and should be read in conjunction with the Policy Exceptions

Vehicles

We will not provide indemnity in respect of any legal liability for which compulsory motor insurance or security is required in accordance with any road traffic legislation within the European Union

Public Liability Sub-Section

Cover

We will indemnify You against all sums that You become legally liable to pay as Compensation including Costs and Expenses in respect of

1. accidental Injury to any person
2. accidental loss of or damage to Property
3. accidental nuisance or trespass obstruction loss of amenities or interference with any right of way light air or water

and occurring during the Period of Insurance within the Territorial Limits in connection with the Business

Limit of Indemnity

Our liability for Compensation and Costs and Expenses payable under this Sub-Section in respect of any claim or series of claims against You as a result of or arising out of one Event shall not exceed the Limit of Indemnity

Extensions to this Sub-Section

The following Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

Contingent Motor Liability

Notwithstanding Exception (4) of this Sub-Section We will indemnify You in respect of legal liability arising out of the use in the course of the Business of any motor vehicle not belonging to or provided by You anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that this indemnity shall not apply

1. in respect of Damage to the vehicle or to any property conveyed therein
2. whilst the vehicle is being driven by You or any person with Your general consent who to Your knowledge or anyone on Your behalf does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
3. in respect of which You are entitled to indemnity under any other insurance
4. in respect of liability arising from circumstances in which it is compulsory for You to insure or provide security in respect of such vehicles as a requirement of relevant road traffic legislation

Data Protection Act 1998

We will indemnify You and at Your request any of Your directors or partners or Employees against all sums which You or any of Your directors or partners or Employees become(s) legally liable to pay as Compensation together with Costs and Expenses under Section 13 of the Data Protection Act 1998 caused in connection with the Business during the Period of Insurance provided that You are

1. a registered user in accordance with the terms of the Act
2. not in business as a computer bureau

The total amount payable including all Costs and Expenses under this Extension in the aggregate any one Period of Insurance is limited to £250,000

The indemnity provided by this Extension shall not apply to

- a. legal liability caused by any deliberate act or omission by You the result of which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission
- b. legal liability caused by any act of fraud or dishonesty
- c. the costs and expenses of rectifying rewriting or erasing data
- d. legal liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
- e. the payment of fines or penalties

- f. claims which arise out of circumstances notified to previous insurers or known to You at inception of this Policy
- g. legal liability where indemnity is provided by any other insurance

Defective Premises Act

We will indemnify You in respect of legal liability in respect of accidental Injury or accidental loss of or damage to Property incurred by virtue of Section 3 of the Defective Premises Act 1972 or of Section 5 of the Defective Premises (Northern Ireland) Order 1975 provided that

1. such liability is not otherwise insured
2. We will not be liable in respect of
 - a. damage to that part of such premises on which You or anyone on Your behalf has worked if such damage directly results from such work
 - b. the cost of remedying any defect or alleged defect in the premises disposed of by You

Employees and Visitors Personal Belongings

Notwithstanding Exception (2) of this Sub-Section We will indemnify You in respect of legal liability for accidental damage to the vehicles and personal belongings of Your directors partners Employees and visitors which are in Your custody or control

We will not provide indemnity where this Property is

1. loaned leased hired or rented to You
2. stored for a fee or other consideration
3. in Your custody or control for the purposes of being worked upon

Overseas Personal Liability

We will indemnify You and if You so request any of Your directors partners or Employees or spouse or civil partner of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man but excluding the United States of America or Canada in connection with the Business

The indemnity will not apply to legal liability

1. arising out of the ownership or occupation of land or buildings
2. in respect of which any person referred to above is entitled to indemnity under any other insurance

Damage to Leased or Rented Premises

Notwithstanding Exception (2) of this Sub-Section We will indemnify You in respect of legal liability for loss of or damage to premises (or fixtures or fittings thereof) hired or rented to You provided that this extension shall not apply to liability in respect of

1. legal liability arising under agreement unless legal liability would have attached to You in the absence of such agreement
2. the first £500 in respect of any claim caused otherwise than by fire or explosion

Exceptions to this Sub-Section

The following exceptions apply to this Sub-Section and should be read in conjunction with the Policy Exceptions

We will not indemnify You against legal liability in respect of

1. Injury to any Employee
2. loss of or damage to Property belonging to You held in trust by You or in Your custody or control or which is leased let rented hired or lent to You
3. the costs of remedying any defect or alleged defect in land or premises sold or disposed of by You or for any reduction in value thereof

4. the ownership possession or use by You or on Your behalf of any mechanically propelled motor vehicles or mobile plant
 - a. which is licenced for road use
 - b. for which compulsory motor insurance or security is required
 - c. which is more specifically insured

Provided always that this exception will not apply in respect of

 - i. liability arising during the act of loading or unloading any mechanically propelled motor vehicle or mobile plant or the bringing to or the taking away of a load from such vehicle
 - ii. the authorised movement on Your Premises of any mechanically propelled motor vehicle or mobile plant

unless more specifically insured or unless compulsory motor insurance or security is required
5. the ownership possession or use by You or on Your behalf of any craft designed to travel through air or space hovercraft or waterborne vessels other than hand propelled watercraft
6. the ownership possession or use by You or on Your behalf of any craft (air or waterborne) or mechanically propelled vehicles (including power assisted cycles) other than mechanically-propelled garden implements used within the grounds of Your Premises
7. any advice treatment or operation design formula specification inspection instruction consultancy dispensing certification or testing performed or provided by You or on Your behalf
8. the Excess shown in the Schedule in respect of each and every claim for Damage to Property
9. liability arising out of Product Supplied after they have ceased to be in Your custody or control other than
 - a. food or drink sold or supplied for consumption by Your directors partners Employees or visitors
 - b. the disposal of furniture and office equipment originally intended solely for use by You in connection with the Business and which is no longer required for that purpose
10. any liquidated damages fine or penalty
11. punitive exemplary aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages
12. hiring out of any equipment

Special Conditions to this Sub Section

1. In connection with claims arising from infectious diseases it is a condition precedent to liability that
 - a. razor or clipper blades steel combs electrolysis needles or any item which could pierce the skin while in use shall be brand new or shall be thoroughly sterilised before use
 - b. disposable needles must be disposed of immediately into a sharps container
2. any treatment must be carried out by a trained and qualified operative.
3. trainees must be supervised at all times

Products Liability Sub-Section

Cover

We will indemnify You against all sums that You become legally liable to pay as Compensation including Costs and Expenses in respect of

1. accidental Injury to any person
2. accidental loss of or damage to Property

and occurring during the Period of Insurance within the Territorial Limits caused by any Product Supplied

Limit of Indemnity

Our liability for Compensation and Costs and Expenses payable in respect of any claim or series of claims against You as a result of or arising out of one Event and in the aggregate any one Period of Insurance shall not exceed the Limit of Indemnity

Extensions to this Sub-Section

The following Sub-Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

Consumer Protection Act Costs

We will indemnify You and at Your request any director partner or Employee in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of The Consumer Protection Act 1987 provided that

1. the proceedings relate to an offence alleged to have been committed in the course of the Business and during the Period of Insurance
2. We will not indemnify You in respect of
 - a. fines or penalties
 - b. costs and expenses insured by any other policy
 - c. proceedings consequent upon any deliberate management decision act or omission of management

The maximum amount We will pay shall not exceed £100,000

Exceptions to this Sub-Section

The following exceptions apply to this Sub-Section and should be read in conjunction with the General Exceptions

We will not indemnify You against legal liability in respect of

1. Injury to any Employee
2. loss of or damage to Property belonging to You held in trust by You or in Your custody or control or which is leased let rented hired or lent to You
3. any advice treatment or operation design formula specification inspection instruction consultancy dispensing certification or testing performed or provided by You or on Your behalf or the action of any commodity or Product Supplied by You or on Your behalf
4. loss of or damage to any Product Supplied or for the costs of recall removal repair alteration replacement or reinstatement of such Product Supplied caused by any defect therein or the unsuitability thereof for its intended purpose
5. any Product Supplied which to Your knowledge is for use in or on any aircraft missile or for aviation or aerospace purposes or for the safety or navigation of marine craft of any sort
6. any liquidated damages fine or penalty
7. punitive exemplary aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages

8. any Product Supplied which is in Your custody or control
9. hiring out of any equipment

Special Conditions to this Sub Section

1. In connection with claims arising from infectious diseases it is a condition precedent to liability that
 - a. razor or clipper blades steel combs electrolysis needles or any item which could pierce the skin while in use shall be brand new or shall be thoroughly sterilised before use
 - b. disposable needles must be disposed of immediately into a sharps container
2. any treatment must be carried out by a trained and qualified operative.
3. trainees must be supervised at all times

Optional Extensions

Applicable to Public Liability & Products Liability Sub Sections

The following Public Liability & Products Liability Sub - Section Extensions shall apply subject to all other terms Conditions limits and Exceptions of this Policy and are operative only if shown in the Schedule

Notwithstanding Exception 7 of Public Liability Sub Section and Exception 3 of Products Liability Sub Section but still excluding the cost incurred in design formula specification inspection or making refunds in respect of any treatment given by You We will provide indemnity to You in respect of the following Professional Treatment Risk

Professional Treatment Risk

Barber

In respect of washing styling cutting and drying of hair, including the use of cut throat razors and hair clippers and trimmers

Hairdresser

In respect of

1. washing styling cutting application of hair extensions and drying of hair
2. tinting dyeing bleaching or permanent waving of hair
3. special treatment of hair including chemical straightening conditioning treatments up to 0.2% formaldehyde
4. eyebrow and eyelash plucking shaping perming dyeing and tinting

Cover provided by Sub-Section Public and Products Liability extends to include the provision of eyebrow and eyelash tinting including semi-permanent mascara provided that We will not be liable under this extension unless:

- i. You have performed a sensitivity patch test on the client using the exact substance that is to be applied during the eyebrow or eyelash treatment at least 24 hours before applying the client's eyebrow or eyelash treatment for the first time and will not proceed with the treatment if the results of the test are not satisfactory
5. cutting and shaping of nails including application of acrylic coatings
 6. application of tooth jewellery
 7. ear piercing by gun and stud method

Cover provided by Sub-Section Public and Products Liability extends to include the provision of ear piercing provided that We shall not be liable under this extension unless:

- i. Written parental consent has been obtained for persons under 16 years old
8. false eyelashes including semi-permanent eyelash extensions
 9. use of electrical equipment such as tongs curlers or straighteners
 10. use of cut throat razors hair clippers and trimmers

Nail Technician

In respect of

1. application of nail extensions and nail coatings including varnishes and coatings cured using a UV lamp
Cover provided by Sub-Section Public and Products Liability extends to include the provision of the application of nail extensions and nail coatings provided that We shall not be liable under this extension unless You have checked whether the client is not allergic to acrylics or plastics prior to application
2. application of nail art
3. cutting shaping or nails
4. manicures pedicures including paraffin wax

Beauty Therapist

In respect of

1. acid peels (AHA/glycolic) up to 40% acid

Cover provided by Sub-Section Public and Products Liability extends to include the provision of the acid peels provided that We shall not be liable under this extension unless:

- i. You have provided full written aftercare instructions to the client
- ii. The concentration of Glycolic/Alpha-Hydroxy Acid does not exceed 40%
- iii. You have carried out a test for allergic reaction 24 hours prior to commencing any course of acid skin care treatment. Should there be an allergic reaction to the test the treatment should not proceed and any subsequent treatment to the test will not be covered

2. acupressure

3. advanced waxing

4. airbrush tanning

5. application of false tanning products

6. aqua detox

7. aromatherapy

8. ayurvedic massage

9. baby massage

Cover provided by Sub-Section Public and Products Liability extends to include the provision of the Baby massage provided that We shall not be liable under this extension unless You use a doll when teaching the parents/guardians how to carry out baby massage treatment

10. bikini hair colouring

Cover provided by Sub-Section Public and Products Liability extends to include Bikini hair colouring provided that We shall not be liable under this extension unless You have performed a sensitivity patch test on the client using the exact substance that is to be applied during the Bikini hair colouring at least 24 hours prior to treating the client for the first time and will not proceed with the treatment if the results of the test are not satisfactory

11. bio skin jetting

12. bleaching of superfluous hair

13. body wraps

14. bowen technique

15. chinese foot massage

Cover provided by Sub-Section Public and Products Liability extends to include Chinese foot massage provided that We shall not be liable under this extension:

- a. If You carry out any under circumstances 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 You have obtained written approval from their General Practitioner, for any Treatments 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

16. cranio sacral therapy

17. crystal healing

18. detox foot spa

19. ear piercing using gun and stud method
Cover provided by Sub-Section Public and Products Liability extends to include the provision of ear piercing provided that We shall not be liable under this extension unless written parental consent has been obtained for persons under 16 years Old
20. electrolysis (epilation)
Cover provided by Sub-Section Public and Products Liability extends to include the provision of epilation provided that We shall not be liable under this extension unless You 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
21. endermologie
Cover provided by Sub-Section Public and Products Liability extends to include the provision of endermologie provided that We shall not be liable under this extension unless:
 - a. All equipment is kept under regular supervision by a responsible trained person who must be on the premises continuously while the equipment is in use.
 - b. Full instructions are given to the clients as to the method of safe use of the facilities.
22. eyebrow plucking and shaping
23. eyebrow/eyelash tinting including semi-permanent mascara
Cover provided by Sub-Section Public and Products Liability extends to include the provision of eyebrow and eyelash tinting including semi-permanent mascara provided that We will not be liable under this extension unless You have performed a sensitivity patch test on the client using the exact substance that is to be applied during the eyebrow or eyelash treatment at least 24 hours before applying the client's eyebrow or eyelash treatment for the first time and will not proceed with the treatment if the results of the test are not satisfactory
24. eyelash extensions –semi-permanent
25. eyelash perming and applying false eyelashes
26. facials including ionisation and steam treatments
27. faradic treatments
Cover provided by Sub-Section Public and Products Liability extends to include the provision of faradic treatments provided that We shall not be liable under this extension unless:
 - a. All equipment is kept under regular supervision by a responsible trained person who must be on the premises continuously while the equipment is in use.
 - b. Full instructions are given to the clients as to the method of safe use of the facilities
28. foot massage
Cover provided by Sub-Section Public and Products Liability extends to include foot massage provided that We shall not be liable under this extension:
 - a. If You carry out any under circumstances 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 You have obtained written approval from their General Practitioner, for any Treatments 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
29. galvanic treatments

Cover provided by Sub-Section Public and Products Liability extends to include the provision of galvanic treatments provided that we shall not be liable under this extension unless

- a. All equipment is kept under regular supervision by a responsible trained person who must be on the premises continuously while the equipment is in use
- b. Full instructions are given to the clients as to the method of safe use of the facilities

30. HD brows

31. henna body art

Cover provided by Sub-Section Public and Products Liability extends to include the provision of henna body art provided that We shall not be liable under this extension unless You have obtained written consent from the parent or guardian of persons under the age of 16 years prior to performing the treatment

32. hopi ear candles

33. hot stone therapy

34. indian head massage

35. infra-red treatments

36. kinesiology

37. Make up including day, evening, media, stage, fashion and camouflage

38. manicure

39. manual lymphatic drainage

40. massage including balinese, bio-dynamic, body, deep oscillation, facial, hand, hands free, hawaiian, holistic facial, korean hand, mongolian. russian honey, slavic, swedish, thai hand, thai herbal compress, thai tui-na

41. micro current

Cover provided by Sub-Section Public and Products Liability extends to include the provision of micro current treatments provided that We shall not be liable under this extension unless:

- a. All equipment is kept under regular supervision by a responsible trained person who must be on the premises continuously while the equipment is in use.
- b. Full instructions are given to the clients as to the method of safe use of the facilities

42. nail cutting, shaping, varnishing, nail art, nail extensions, coatings cured using a UV lamp

Cover provided by Sub-Section Public and Products Liability extends to include the provision of the application of nail extensions and nail coatings provided that We shall not be liable under this extension unless You have checked whether the client is not allergic to acrylics or plastics prior to application

43. non-surgical facelift

Cover provided by Sub-Section Public and Products Liability extends to include the provision of Non-surgical facelift treatments provided that We shall not be liable under this extension unless:

- a. All equipment is kept under regular supervision by a responsible trained person who must be on the premises continuously while the equipment is in use.
- b. Full instructions are given to the clients as to the method of safe use of the facilities

44. oxygen treatments

45. paraffin wax

46. pedicure

47. pejazzle

Cover provided by Sub-Section Public and Products Liability extends to include the provision of pejazzle treatments provided that We shall not be liable under this extension unless the insured must use only products which have been specifically formulated for use on the face or body and are EU compliant

48. power plates

Cover provided by Sub-Section Public and Products Liability extends to include the use of power plates provided that We shall not be liable under this extension unless You:

- a. Have received training in the use of power 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 power plates
- d. Display prominently the manufacturer's instructions

- e. Supervise use of power plates and will remain on the premises continuously while the equipment is in use

Cover under this Sub-Section does not extend to include liability in respect of

- a. Dietary advice or instruction
- b. Errors or omissions or neglects in treatment administered by or on behalf of the insured

49. pregnancy massage

Cover provided by Sub-Section Public and Products Liability extends to include the provision of pregnancy massage provided that We shall not be liable under this extension unless You:

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

50. reflexology

51. reiki

52. self-tanning

53. semi-permanent eyelash extensions

54. spray tanning

55. sports massage

Cover provided by Sub-Section Public and Products Liability extends to include the provision of sports massage provided that We shall not be liable under this extension unless the massage is 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 the treatment being given

56. su-do body art

Cover provided by Sub-Section Public and Products Liability extends to include the provision of Su-do body art provided that We shall not be liable under this extension unless You have:

- a. Performed a sensitivity patch test on the client using the exact substance that is to be applied during the Su-do body art treatment at least 24 hours prior to treating the client for the first time and will not proceed with the treatment if the results of the test are not satisfactory
- b. Obtained written consent from the parent or guardian of persons under the age of 16 years prior to performing the treatment

57. sugaring

58. thai foot massage

Cover provided by Sub-Section Public and Products Liability extends to include thai foot massage provided that We shall not be liable under this extension:

- a. If You carry out any under circumstances 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 You have obtained written approval from their general practitioner, for any treatments 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

59. threading

60. toning tables

Cover provided by Sub-Section Public and Products Liability extends to include the use of toning tables provided that We shall not be liable under this extension unless You:

- a. Have received training in the use of toning table
- 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

Cover under this Sub-Section does not extend to include liability in respect of

- a. Dietary advice or instruction
- b. Errors or omissions or neglects in treatment administered by or on behalf of the insured

61. tooth jewellery

62. ultrasound

Cover provided by Sub-Section Public and Products Liability extends to include the provision of Ultrasound treatments provided that We shall not be liable under this extension unless:

- a. All equipment is kept under regular supervision by a responsible trained person who must be on the premises continuously while the equipment is in use.
- b. Full instructions are given to the clients as to the method of safe use of the facilities

63. vacuum suction

Cover provided by Sub-Section Public and Products Liability extends to include the provision of vacuum suction treatments provided that We shall not be liable under this extension unless:

- a. All equipment is kept under regular supervision by a responsible trained person who must be on the premises continuously while the equipment is in use.
- b. Full instructions are given to the clients as to the method of safe use of the facilities

64. vajazzle

Cover provided by Sub-Section Public and Products Liability extends to include the provision of vajazzle treatments provided that We shall not be liable under this extension unless the insured has only used products which have been specifically formulated for use on the face or body and are EU compliant

65. vibro plates

Cover provided by Sub-Section Public and Products Liability extends to include the use of vibro plates provided that We shall not be liable under this extension unless You:

- a. Have received training in the use of 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 vibro plates
- d. Display prominently the manufacturer's instructions
- e. Supervise use of vibro plates and will remain on the premises continuously while the equipment is in use

Cover under this Sub-Section does not extend to include liability in respect of

- a. Dietary advice or instruction
- b. Errors or omissions or neglects in treatment administered by or on behalf of the insured

66. waxing

Additional Treatments

(operative if shown on the schedule)

67. advanced electrolysis

Cover provided by Sub-Section Public and Products Liability extends to include the provision of removal of thread veins, removal of warts, removal of skin tags, removal of milia, removal of mole hairs using advanced electrolysis provided that

- a. You 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
- b. You have provided full written aftercare to the client

- c. In respect of the removal of mole hairs a letter of approval must be obtained from the client's doctor
68. microdermabrasion
69. micro pigmentation/semi-permanent make-up/micro-blading
- Cover provided by Sub-Section Public and Products Liability extends to include the provision of Micro Pigmentation and Micro-Blading treatments provided that We shall not be liable under this extension unless:
1. All materials and needles are destroyed or suitably disposed of after use. No materials or needles should be re-used
 2. It has been carried out by an operative trained by an authorised teacher who will have issued the relevant certification. Treatments included are:
 - i. Eyeliner
 - ii. Eyebrow Lengthening
 - iii. Eyebrow Liner
 - iv. Eyebrow Filling
 - v. Lip Liner
 - vi. Full Lip Colour
 3. In the case of Advanced Micro Pigmentation the Treatment must be carried out by an operative trained for Advanced Procedures by an authorised teacher who will have issued the relevant certification. Treatments include are:
 - i. Areola Re-pigmentation
 - ii. Scar/Disfigurement/Stretch Mark Camouflage
 - iii. Vitiligo Re-pigmentation
 - iv. Cleft Palate Re-pigmentation
 - v. Hair Replacement Re-pigmentation on the hairline or scalp
 - vi. Beauty Spots
 4. You must perform a sensitivity patch test on the client using the exact substance that is to be applied during the treatment at least 24 hours before the proposed treatment and will not proceed with the treatment if the results of the test are not satisfactory
 5. The Insured and/or the person giving the treatment shall at all times strictly adhere to the requirements, standards and procedures laid down by the manufacturer
 6. A consent form has been completed and signed by the client
 7. You must use a new sterile needle for each new treatment which will be disposed of immediately afterwards into a sharps container
70. intense pulsed light (IPL) variable pulse light (VPL), intense flash light (IFL), light heat energy (LHE), advanced fluorescent technology (AFT), lasers up to Class 3
- Cover provided by Sub-Section Public and Products Liability extends to include the provision of Laser/Light therapy provided that We shall not be liable under this extension unless:
- a. All treatments are carried out from a fixed location, there is no cover for machines that are used on a mobile basis
 - b. Any such treatments are carried out by a therapist qualified to NVQ level 2 or above or by a qualified doctor who has also undertaken manufacturer's training for the machine to be used
 - c. Machines are only used for the following treatments
 - i. Hair Removal
 - ii. Skin Rejuvenation (excluding Port wine Stains and Haemangioma), Red Veins, Pigmentation or Acne
 - iii. Cellulite or Lipo treatment (excluding Cryolipolysis and Fat Freezing)
 - d. Any lasers used are Class 3B or below
 - e. The treatment is carried out on persons of 18 years and over
 - f. A consent form is completed and signed by the client

You have used any equipment and/or products for the performance of the Treatment in accordance with the manufacturer's instructions including any skin testing requirements

71. radio frequency/cavitation

Cover provided by Sub-Section Public and Products Liability extends to include the provision of radio frequency/cavitation therapy provided that We shall not be liable under this extension unless:

- a. Such treatments are carried out by a therapist qualified to NVQ Level 2 or above who has also undertaken manufacturer's training for the machine to be used
- b. Treatment is carried out on persons of 18 years and over
- c. A consent form has been completed and signed by the client
- d. You have used any equipment and/or products for the performance of the Treatment in accordance with the manufacturer's instructions including any skin testing requirements

72. micro-needling

Cover provided by Sub-Section Public and Products Liability extends to include the provision of micro-needling provided that We shall not be liable under this extension if:

- a. A local anaesthetic cream is used that is not based on nanosomes
- b. The needles used are longer than 1.5mm
- c. Each medical Apparatus has
 - i. Been used on more than one customer
 - ii. Not been sterilised before each use
 - iii. Not been discarded after 6 uses
- d. The sterilisation fluids used to sterilise the medical rollers have not been replaced daily

Cover provided by Sub-Section Public and Products Liability extends to include the provision of Micro-Needling provided that We shall not be liable under this extension with regard to claims arising from infectious diseases unless

- a. Any razor or clipper blades, steel combs, electrolysis needles or any item which could pierce the skin while in use is brand new or thoroughly sterilised before use
- b. All disposable needles have been disposed of immediately into a sharps container

73. nose piercing

Trichologist

In respect of

1. analysis of scalp and or hair disorders and the non-medical treatment of those maladies
2. the use of ultra violet, infra red or high frequency to assist in the treatment
3. the blending/mixing of proprietary brands only

Cover provided by Sub-Section Public and Products Liability extends to include the provision of trichology provided that We shall not be liable under this extension for:

- a. Treatments involving the piercing of the skin
- b. Cryotherapy treatment
- c. Treatment of any medical ailment diagnosed by a medical practitioner which is given against such practitioner's advice

Makeup Artist

In respect of

1. Day makeup
2. Evening makeup
3. Media makeup
4. Stage makeup
5. Fashion makeup
6. Camouflage makeup

Face Painting

In respect of

1. face painting

Cover provided by Sub-Section Public and Products Liability extends to include the provision of face painting provided that We shall not be liable under this extension unless:

- a. A parent/guardian or responsible adult must be present to consent verbally to the face painting of any minor
- b. No face painting may be carried out on any minor under the age of three years
- c. The insured must use only paints which have been specifically formulated as cosmetics for use on the face or body and are EU compliant
- d. Ensure adequate precautions will be taken to prevent infection from dirty water and brushes and cross infection from sponges already used on other children
- e. Ensure no painting will be done in close proximity to the eyes open wounds cold sores or other skin conditions

2. glitter tattoos

Cover provided by Sub-Section Public and Products Liability extends to include the provision of glitter tattoos provided that We shall not be liable under this extension unless:

- a. A parent/guardian or responsible adult must be present to consent verbally to the face painting of any minor
- b. No treatment may be carried out on any minor under the age of three years
- c. The insured must use only products which have been specifically formulated for use on the face or body and are EU compliant
- d. Ensure adequate precautions will be taken to prevent infection from dirty water and brushes and cross infection from sponges already used on other children
- e. Ensure no tattoos will be done in close proximity to the eyes open wounds cold sores or other skin conditions

3. hair braiding

Cover provided by Sub-Section Public and Products Liability extends to include the provision of hair braiding provided that We shall not be liable under this extension unless:

- a. A parent/guardian or responsible adult must be present to consent verbally to the face painting of any minor
- b. No treatment may be carried out on any minor under the age of three years

4. henna body art

Cover provided by Sub-Section Public and Products Liability extends to include the provision of henna body art provided that We shall not be liable under this extension unless You have obtained written consent from the parent or guardian of persons under the age of 16 years prior to performing the treatment

5. nail cutting, shaping, varnishing, nail art, nail extensions and coatings cured using a UV lamp

Cover provided by Sub-Section Public and Products Liability extends to include the provision of the Application of nail extensions and nail coatings provided that We shall not be liable under this extension unless You have checked whether the client is not allergic to acrylics or plastics prior to application

Student

In respect of

To cover case study work

Cover provided by Sub-Section Public and Products Liability extends to include Students provided that:

- a. You must be competent to practice by your school and not practice outside the scope of what you have been taught
- b. Regular supervision and/or on-going case consultation/review for such case studies must be in place
- c. Students must declare to clients/patients in advance that they are not fully qualified
- d. Any fee charged must be evidently lower than an experienced and qualified therapist would charge.

Extensions applicable to Legal Liabilities Section

The following Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

Additional Persons Insured

We will indemnify

1. in the event of the death of any person entitled to indemnity under this Section the deceased's legal representatives but only in respect of legal liability incurred by such deceased person
2. at Your request
 - a. any of Your directors partners or Employees in respect of legal liability arising in connection with the Business provided that You would have been entitled to indemnity under this Section if the claim had been made against You
 - b. any officer committee or member of Your canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capabilities as such
 - c. any of Your directors or senior officials in respect of private work undertaken by any Employee for that director or senior official

Provided that

1. such persons are not entitled to indemnity under any other policy covering such liability
2. each person will as though they were You observe fulfil and be subject to the terms of this Policy insofar as they can apply
3. We shall retain sole conduct and control of any claim
4. where We are required to indemnify more than one party Our total liability shall not exceed the relevant Limit of Indemnity

Compensation for Court Attendance

In the event of any director partner or Employee attending court as a witness at Our request in connection with any claim made against You we will provide compensation to You up to a maximum of £250 per day on which attendance is required

Contractual Liability and Indemnity to Principal

Notwithstanding the Liability under Contract or Agreement Exception to this Section We will indemnify You under the Employers Liability and Public Liability Sub-Sections in respect of Injury or loss of or damage to Property as follows To the extent that any contract or agreement entered into by You with any Principal so requires We will indemnify You against liability assumed by You and the Principal in like manner to You in respect of the liability of the Principal where the liability arises out of the performance by You of such contract or agreement provided that

1. the conduct and control of claims is vested in Us
2. the Principal shall observe fulfil and be subject to the terms of this Policy so far as they apply
3. the indemnity shall not apply in respect of liquidated damages or any penalty clause
4. the indemnity granted under the Employers Liability Sub-Section shall only apply in respect of liability to any person who is an Employee of Yours
5. the indemnity shall not apply in respect of loss or damage against which You are required to effect insurance under the terms of the Joint Contracts Tribunal Standard of Building Contract 1963 Edition Clause 19 (2) (a) 1980 Edition Clause 21.2.1 or any subsequent amendments thereof or any form of contract requiring a similar indemnity
6. where indemnity is granted to any Principal We will treat each Principal and You as though a separate Policy had been issued to each of them provided that the total amount of indemnity payable to all parties shall not exceed the Limit of Indemnity of any Sub-Section of this Section

For the purpose of the extension Principal means the other party to a contract or agreement for whom You are undertaking work or service or providing a Product Supplied where such party is responsible for setting out the terms of the contract or agreement

Cross Liabilities

If more than one insured is referred to in the Schedule We will treat each party as if a separate Policy had been issued to each provided that the total amount of indemnity payable to all parties in respect of Compensation together with Costs and Expenses does not exceed the Limit of Indemnity under any Sub-Section of this Section

Financial Loss

Public Liability Sub-Section and Products Liability Sub-Section are extended to indemnify You against legal liability for Compensation and Costs and Expenses in respect of any claim for financial loss first made against You during the Period of Insurance.

Provided that Our liability in respect of all claims made against You during any one Period of Insurance including Costs and Expenses shall not exceed the limit stated in the Schedule

Subject otherwise to the terms Exceptions and Conditions of this Policy.

For the purpose of this extension Financial loss means

1. a pecuniary loss cost or expense incurred other than by You or any Employee of Yours as a result of work carried out by or on Your behalf in connection with the Business (applicable to Public liability Sub-Section only).
2. a pecuniary loss, cost or expense incurred other than by You or any Employee of Yours in connection with goods manufactured, sold or supplied (including any containers), repaired, renovated, serviced, altered, erected, installed or treated by You or any Employee of Yours in or from Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with the Business (applicable to Products Liability Sub-Section only).

Exceptions

The indemnity provided by this extension shall not apply to:

1. financial loss resulting from Bodily Injury, loss or damage to property or obstruction, trespass nuisance or interference with any easement of air, light, water or way.
2. liability for penalty sums fines liquidated damages or payments due under any statutory regulation or by-law.
3. liability which attaches to You by reason of an express term of contract unless liability would have attached to You in the absence of such term.
4. liability caused by or arising from actual or alleged breach of duty breach of trust breach of contract neglect misstatement misleading statement or other act of fraud or dishonesty done or wrongfully attempted by You or any director or officer of Yours in his/her capacity as such.
5. liability resulting from libel slander deceit injurious falsehood or infringement of plans copyright patent trade name trade mark or registered design.
6. liability arising from the non-performance, non-completion or delay in completion of any contract or agreement.
7. the cost of removal repair recovery alteration replacement demolition breaking out dismantling making good or recall of any materials goods or other property supplied installed or erected by You or on Your behalf.
8. liability arising from advice treatment design formula or specification provided by or on Your behalf for a fee or in circumstances where a fee would normally be charged.
9. claims arising out of the conscious or intentional disregard by You or the technical or administrative management of Your need to take all reasonable steps to prevent such financial loss.
10. claims which arise out of any circumstances notified to previous insurers or circumstances known to You at the inception of this extension which may give rise to a claim for financial loss.
11. the first £1,000 or the first 10% of each and every claim (whichever is the greater) which shall be retained by You as Your own liability and is uninsured.
12. any financial loss occurring or committed prior to the commencement date of this Policy

Special provision

If during the currency of this Policy You become aware of any circumstances which may be likely to give rise to a claim falling under this extension and You give written notice to Us of such circumstances during the Period of Insurance any claim which may subsequently be made against You arising out of the circumstances of which notification has been given shall be deemed to be a claim arising during the period of this Policy whenever such claim may actually be made

Health and Safety at Work Costs

We will indemnify You and at Your request any director partner or Employee in respect of legal costs and expenses with Our written consent and costs awarded against You or any director partner or Employee arising in connection with any criminal proceedings (including an appeal against any conviction resulting from such proceedings) as a result of an offence committed or alleged to have been committed during the Period of Insurance and in the course of the Business under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that

1. the proceedings relate to the health safety or welfare of Employees
2. We will not indemnify You for
 - a. fines or penalties
 - b. costs and expenses insured by any other policy
 - c. proceedings consequent upon a deliberate management decision act or omission of management

The maximum amount We will pay shall not exceed £100,000

Exceptions applicable to Legal Liabilities Section

The following exceptions apply to this Section and should be read in conjunction with the General Exceptions

Asbestos

We will not provide indemnity in respect of

1. exposure to
2. inhalation of
3. fears of the consequences of exposure to or inhalation of
4. the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos Asbestos Dust or Asbestos Containing Materials

Except in respect of the Employers Liability Sub-Section to the extent that it is necessary to comply with the minimum requirements of the law within Great Britain Northern Ireland the Isle of Man or the Channel Islands relating to compulsory insurance of liability to Employees

Pollution or Contamination (applicable to Public Liability Sub-Section and Products Liability Sub-Section)

We will not indemnify You in respect of Pollution or Contamination

1. occurring in the United States of America or Canada or dependency or trust territory
2. occurring elsewhere unless caused by a sudden identifiable unintentional and unexpected incident which takes place in its entirety at specific moment in time and place during the Period of Insurance

All Pollution or Contamination which arises out of one event shall be deemed to have occurred at the time such event takes place

Our liability for all Compensation together with Costs and Expenses payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the Limit of Indemnity shown in the Schedule in respect of any Sub-Section of this Section

For the purpose of this exclusion and limitation "Pollution or Contamination" shall be deemed to mean

- a. all pollution or contamination of buildings or other structures or of water or land or the atmosphere
and
- b. all loss or damage to Property or Injury directly or indirectly caused by such pollution or contamination

Liability under Contract or Agreement

We shall not indemnify You against liability which is assumed by You by agreement unless such liability would have attached in the absence of such agreement

Business Equipment All Risks Section

Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

Defined Peril

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

Geographical Limits

1. the Premises
2. anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man including the Premises
3. anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man and the countries of the European Union
4. anywhere in the World

Responsible Person

You or any person authorised by You to be responsible for the security of the Premises

Cover

We will indemnify You in respect of Damage occurring during the Period of Insurance to Property described in the Schedule provided the Damage occurs within the Geographical Limits as detailed in the Schedule

The Sums Insured under each item is separately subject to Average

Limit of Liability

Our liability under this Section shall not exceed the Sum Insured shown against each item in the Schedule for the Period of Insurance as stated in the Schedule

Basis of Claims Settlement

The amount payable shall be an amount equal to the cost of repair reinstatement or replacement of the property when new without deduction for wear and tear to a condition equivalent to or substantially the same but not better or more extensive than its condition when new subject to the monetary limit specified in the Schedule

Provided that repair reinstatement or replacement has been effected

Section Exceptions

We will not indemnify You for

1. consequential loss of any kind or description
2. Damage caused by
 - a. inherent vice latent defect gradual deterioration wear and tear frost change in water table Your own faulty or defective design or materials
 - b. faulty or defective workmanship operational error or omission on the part of You or any of Your Employeesbut this shall not exclude subsequent Damage which itself results from a cause not being an excepted cause under this Section or otherwise excluded
3. Damage caused by

- a. corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
 - b. change in temperature or atmospheric or climatic conditions
 - c. mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
- but this shall not exclude
- i. such Damage which itself results from a Defined Peril or from any other cause not being an excepted cause under this Section or otherwise excluded
 - ii. subsequent Damage which itself results from a cause not being an excepted cause under this Section or otherwise excluded
- 4. any loss from an unattended vehicle or trailer vehicle being any vehicle with no person in charge or keeping the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle
 - 5. Damage caused by
 - a. acts of fraud or dishonesty by Your Employees
 - b. unexplained disappearance unexplained or inventory shortage misfiling or misplacing of information
 - c. any process of fitting testing servicing repair renovation or adjustment
 - 6. the Excess stated in the Schedule
 - 7. theft or attempted theft at the Premises not involving:-
 - a. entry to or exit from the buildings at the Premises by forcible and violent means
 - b. violence or threat of violence to You or any Employee of Yours or their families
 - 8. Damage in respect of movable Property in the open or in open sided buildings
 - 9. Damage in respect of mobile telephones computer equipment

Section Conditions

Automatic Reinstatement

In the absence of written notice from Us to the contrary the Sum Insured by this Section shall not be reduced by the amount of loss and in return You undertake to pay the appropriate extra premium at a rate to be agreed on the amount of the loss from the date thereof

Average

Where a Sum Insured is subject to average if at the time of the Damage the Sum Insured is less than the total value of the property You will be considered as Your own insurer for the difference and bear a proportionate share of the loss

Money and Personal Accident Assault Section

Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

Bodily Injury

Bodily Injury by violent and visible means which directly and independently of any other cause results in death or disablement

Business Hours

Your normal working hours and any other period which You Your Employee(s) director(s) or partner(s) entrusted with Money is on the Premises in connection with the Business

Loss of Limb

Physical separation of one or more limbs at or above the wrist or ankle or permanent and total loss of use of one or more hands arms legs or feet

Non-Negotiable Money

Crossed cheques crossed giro cheques stamped National Insurance Cards crossed money orders crossed postal orders crossed bankers drafts crossed warrants national savings certificates premium savings bonds unexpired units in franking machines credit card sales vouchers debit card sales vouchers VAT purchase invoices

Cover (a) Money

We will indemnify You in respect of

1. loss of Money which
 - a. belongs to You
 - or
 - b. You are responsible for

whilst in connection with the Business up to the Limit of Liability set against each item below and as detailed in the Schedule

item:	Limit of Liability
Non-Negotiable Money	As stated in the Schedule
Money other than Non-Negotiable Money	
a. in transit or in a bank night safe and thereafter within the bank premises until at the banks risk	As stated in the Schedule
b. on contract sites whilst You or any Employee is working there	As stated in the Schedule
c. at Your home or the home of any Employee director or partner	As stated in the Schedule
Money other than Non-Negotiable Money on the Premises	
a. during Business Hours	As stated in the Schedule
b. not contained in a locked safe or strongroom outside Business Hours	

Exceptions

We shall not indemnify You in respect of loss destruction or damage

1. arising from fraud or dishonesty of any of Your directors partners or Employees unless discovered and reported to the Police and Us in writing within 7 days after the event
2. which but for the existence of this Section would have been covered by a Fidelity Guarantee policy except for any excess beyond the amount recoverable thereunder
3. due to errors or omissions
4. from unattended vehicles being any vehicle with no person in charge or keeping the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle
5. from automated teller machines
6. outside Great Britain Northern Ireland the Channel Islands and the Isle of Man
7. due to sendings by unregistered post

Cover (b) Assault

We will pay for compensation as detailed in the Schedule to You for Bodily Injury to a Person-Insured caused by robbery theft or attempted theft which happens in the course of the Business and results in any of the Contingencies detailed below

Contingencies

1. death (which shall not be presumed by disappearance of the Person-Insured) occurring within 104 weeks of Bodily Injury
2. disablement occurring within 104 weeks of Bodily Injury being
 - a. total and permanent loss of all sight in one or both eyes or
 - b. total Loss of Limb
3. permanent total disablement which after 104 weeks of Bodily Injury prevents the Person-Insured from pursuing any occupation
4. total disablement which within 104 weeks of Bodily Injury which prevents the Person-Insured from pursuing their normal occupation
5. partial disablement which within 104 weeks of Bodily Injury prevents the Person-Insured from pursuing a substantial part of their normal occupation
6. incurred medical expenses

Clauses

Amounts payable

1. We will pay
 - a. weekly compensation at 4 weekly intervals
 - b. compensation under Contingencies 4 and 5 for a maximum of 104 weeks from the date that the disablement started
2. weekly benefit being paid for the same Bodily Injury will end if We pay compensation under Contingencies 1 - 3
3. insurance will end for the Person-Insured if We pay compensation under Contingencies 1 – 3

Medical Evidence

In the event of any disablement the Person-Insured must immediately place himself/herself under the care of a qualified medical practitioner and as often as may be required must submit to medical examination at Our expense

Conditions Precedent and Endorsements

This Section is subject to Conditions Precedent and any Endorsements as stated in the Schedule as applying

Conditions Precedent

It is a condition precedent to liability that

Cash Tills

All cash till drawers after Business Hours be either left open or removed from the till with their contents elsewhere

Legal Expenses Section

This Section is only operative if specified in the Schedule

Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section and should also be read in conjunction with the General Definitions at the start of the Policy

Appointed Advisor

The solicitor accountant or other advisor appointed by Us to act on behalf of the Person-Insured under the terms of this Section

Employee

A worker who has or alleges they have entered into a contract of service with You

Legal Costs & Expenses

- a. Reasonable legal costs fees and disbursements reasonably and proportionately incurred by the Appointed Advisor on the standard basis and agreed in advance by Us The term "standard basis" can be found in the Courts' Civil Procedure Rules part 44
- b. In civil claims other sides costs fees and disbursements where the Person-Insured has been ordered to pay them or pays them with Our agreement
- c. Reasonable accountancy fees reasonable incurred under Insured Event 3. by the Appointed Advisor and agreed in advance by Us
- d. Your Employees' basic wages or salary under Insured Event 9. Loss of Earnings in the course of their employment with You while attending court or tribunal at the request of the Appointed Advisor or whilst on jury service where You do not pay for time lost and the lost salary or wages cannot be claimed back from the court or tribunal
- e. The professional fees and expenses of an Appointed Advisor selected by Us to reduce the actual or anticipated adverse or negative publicity or media attention directed towards You under Insured Event 11 Crisis Communication

Person-Insured

1. You, Your partners directors or Employees aged not less than 16 years nor more than 75 years
2. The estates heirs legal representatives or assigns of any persons mentioned in (1) in the event of such person dying
3. A person declared to Us who is contracted to perform work for You who is in all other respects insured by You on the same basis as Your other Employees and who performs work under Your supervision

Reasonable Prospects of Success

1. Other than as set out in 2. and 3. below a greater than 50% chance of the Person-Insured successfully pursuing or defending their claim If the Person-Insured is seeking damages or compensation there must also be a greater than 50% chance of enforcing any judgment that might be obtained
2. In criminal prosecution claims where the Person-Insured
 - a. pleads guilty a greater than 50% chance of the Person-Insured successfully reducing any sentence or fine
 - or
 - b. pleads not guilty a greater than 50% chance of that pleas being accepted by the court
3. In all claims involving an appeal where the Person-Insured has a greater than 50% chance of being successful

Small Claims Court

1. A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999
2. A court in Scotland that uses the small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002
3. A court in Northern Ireland where the sum in dispute is less than £3,000

Territorial Limit

Great Britain Northern Ireland the Channel Islands and the Isle of Man

Cover

Following an Insured Events We will pay the Person-Insured's Legal Costs and Expenses (and Compensation Awards under Insured Event 2.) up to £100,000 for all claims related by time or originating cause including the cost of appeals and subject to an annual aggregate limit of £1,000,000 for Insured Event 2. provided that

1. You have paid the insurance premium
2. The Person-Insured keeps to the terms of this Section and cooperates fully with Us
3. the Insured Event arises in connection with the Business shown in the Schedule and occurs within the Territorial Limit
4. the claim
 - a. always has Reasonable Prospects of Success and
 - b. is reported to Us
 - i. during the Period of Insurance and
 - ii. as soon as the Person-Insured first becomes aware of circumstances which could give rise to a claim under this Section
5. Unless there is a conflict of interest the Person-Insured always agrees to use the Appointed Advisor chosen by Us in any claim
 - a. to be heard by the Small Claims Court or an Employment Tribunal and/or
 - b. before proceedings have been or need to be issued
6. any dispute will be dealt with by a court tribunal, the Advisory Conciliation and Arbitration Service or a relevant or regulatory or licensing body within the Territorial Limit

A claim is considered to be reported to Us when We have received the Person-Insured's fully completed claim form

Option 1. Gold Cover

Insured Events Covered

1 - Employment

A dispute between You and Your Employee ex-Employee or a prospective employee arising from a breach or an alleged breach of their

1. contract of service with You and/or
2. related legal rights

A claim can be made under this Section provided that all internal procedures as set out in the

- a. ACAS Code of Practice for Disciplinary and Grievance Procedures or
- b. Labour relations Agency Code of Practice of Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded

What is not insured under Insured Event 1

Any claim relating to

1. The pursuit of an action by You other than an appeal

2. for redundancy alleged redundancy or unfair selection for redundancy occurring during the first 180 days of this Section except where You have had equivalent cover in force up until the start of this Section
3. Legal Costs and Expenses for preparation and representation at an internal disciplinary hearing or grievance

2 - Employment Compensation Awards

Following a claim We have accepted under Insured Event 1 We will pay any

1. basic and compensatory award
2. Employment Tribunal fees under Schedule 3 of the Employment Tribunals and the Employment Appeal Tribunal Fees Order 2013 ordered against You by a tribunal or
3. amount agreed by Us in settlement of a dispute

Provided that

- a. Reasonable Prospects of Success exist for a wholly successful defence throughout
- b. Compensation is
 - a. awarded through mediation or conciliation or under a settlement approved by Us or
 - b. awarded by a tribunal after full argument unless given by default

What is not insured under Insured Event 2

Any Compensation Awards and settlements relating to

1. trade union activities membership or non- membership industrial or labour arbitration collective bargaining agreements trade union recognition
2. money due to an Employee under a contract of employment or a statutory provision relating thereto
3. civil claims or statutory rights relating to trustees of occupational pension schemes

3 Employment Restrictive Covenants

1. A dispute with Your Employee or ex-Employee which arises from their breach of a restrictive covenant where You are seeking financial remedy or damages provided that the restrictive covenant
 - a. is designed to protect Your legitimate business interests
 - b. is evidenced in writing and signed by Your Employee or ex-Employee
 - c. extends no further than us reasonable necessary to protect Your business interests and
 - d. does not contain restrictions in excess of 12 months
2. A dispute with another party who alleges that You have breached their legal rights protected by a restrictive covenant

4 - Tax Protection

1. A formally notified aspect or full enquiry into Your business tax affairs or into the personal tax affairs of Your directors and/or partners
2. a dispute about Your compliance with regulations relating to
 - a. VAT
 - b. Pay As You Earn or
 - c. Social Security or
 - d. National Insurance Contributions or IR35
 following a review by HM Revenue and Customs

Provided that

- a. all returns are completed and have been submitted within the statutory timescales permitted
- b. You keep proper records in accordance with statutory requirements
- c. in respect of any appealable matter You have requested an Internal Review from HM Revenue & Customs where available

What is not insured under Insured Event 4

Any claim arising from or relating to

1. tax returns or accounts which result in HM Revenue & Customs imposing levy a penalty or claiming interest or which contain negligent misstatements
2. an investigation by the Specialist Investigations Branch Office of HM Revenue and Customs
3. where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to Your financial arrangements
4. Your failure to register for VAT

5 - Property

A dispute relating to Property which You own or is Your responsibility

1. following an event which causes physical damage to Your Property
2. following a public or private nuisance or trespass
3. and which You wish to recover or repossess from an Employee or ex-Employee

What is not insured under Insured Event 5

Any claim arising from or relating to

1. a contract between You and the third party except for claim under 5 3.
2. goods in transit or goods lent or hired out
3. the compulsory purchase of or restrictions or controls placed on Your Property by any government local or public authority
4. a dispute with any party other than the party who caused the nuisance damage or trespass

6 – Legal Defence

1. A criminal investigation and/or enquiry by
 - a. the police
 - b. a health & safety authority or
 - c. other body with the power to prosecutewhere it is suspected that an offence may have been committed which could lead to the Person-Insured being prosecuted
2. An offence or alleged offence which leads to the Person-Insured being prosecuted in a court of criminal jurisdiction
3. A motor prosecution brought against Your directors and/or partners which does not relate to Your business

What is not insured under Insured Event 6

Any claim relating to a parking offence

7 - Compliance and Regulation

1. Receipt of a Statutory Notice served against You
2. Notice of a formal investigation or disciplinary hearing by any professional or regulatory body
3. A civil action alleging wrongful arrest arising from an allegation of theft
4. A claim against You for compensation under section 13 of the Data Protection Act 1998 including compensation
5. awarded against the Person-Insured provided that You are registered with the Information Commissioner

What is not insured under Insured Event 7

Any claim relating to

1. the pursuit of an action by You other than an appeal
2. a routine inspection by a regulatory authority
3. A Health & Safety Executive Fee For Intervention

8- Statutory Licence Appeals

An appeal against a decision by the relevant authority to alter suspend revoke or refuse to renew Your statutory licence or compulsory registration

9- Loss of earnings

A Person-Insured's absence from work to attend court tribunal arbitration disciplinary hearing or regulatory proceedings at the request of the Appointed Advisor or to perform jury service which results in loss of earnings

What is not insured under Insured Event 9

Any sum that can be recovered from the court or tribunal

10 - Employees Extra Protection

At Your request

1. where civil proceedings are issued against Your Employee
 - a. for unlawful discrimination or
 - b. in their capacity as a trustee of a pension fund set up for the benefit of Your Employees
2. Where Your Employee or member of their family suffers physical bodily injury or death as a result of a sudden event
3. A claim arising from personal identity theft targeted at Your directors and/or partners

What is not insured under Insured Event 10

Any claim relating to

1. defending You
2. a condition illness or disease which develops gradually over time

11- Crisis Communication

Following an event which causes Your business significant adverse publicity or reputational damage which is likely to have a widespread financial impact on Your business We will

1. liaise with You and Your solicitor (whether the solicitor is an Appointed Advisor under this Section or acts on Your behalf under any other Section or under another policy to draft a media statement or press release and/or
2. prepare communication for Your customers and or telephone or website script
3. create suitable social media messaging and/or responses
4. arrange support and represent a Person-Insured at a press conference

provided that the Person Insured has sought and followed advice from Our Crisis Communication helpline

What is not insured under Insured Event 11

Any claim relating to

1. Legal Costs & Expenses in excess of £10,000
2. Matters that should be dealt with through Your normal complaints procedures

Option 2. Silver Cover

Tax Protection

1. A formally notified aspect or full enquiry into Your business tax affairs or into the personal tax affairs of Your directors and/or partners
2. a dispute about Your compliance with regulations relating to
 - a. VAT
 - b. Pay As You Earn or
 - c. Social Security or
 - d. National Insurance Contributions or IR35following a review by HM Revenue and Customs
Provided that
 1. all returns are completed and have been submitted within the statutory timescales permitted
 2. You keep proper records in accordance with statutory requirements
 3. in respect of any appealable matter You have requested an Internal Review from HM Revenue & Customs where available

What is not insured under Option 2 Silver Cover

Any claim arising from or relating to

1. tax returns or accounts which result in HM Revenue & Customs imposing levy a penalty or claiming interest or which contain negligent misstatements
2. an investigation by the Specialist Investigations Branch Office of HM Revenue and Customs
3. where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to Your financial arrangements
4. Your failure to register for VAT

Section Extensions

Both options include access to the following:

Legal and Tax Helpline **0344 571 7977**

Through this number You have 24 hour access to legal advice on numerous topics including , employment issues and health and safety issues. Tax advice is available between 9.00am and 5.00pm Monday to Friday.

Redundancy Approval Helpline **0117 917 1698**

We can arrange specialist advice if you are planning redundancies. This will assist You to implement a fair selection process and ensure that th e redundancy notices are correctly served. This service is available between 9.00am and 5.00pm mondayto Friday.

Staff Counselling Helpline **0333 000 2082**

This helpline is accessible by Your staff providing professional confidential support. The counselling can be used for any aspect of their life and is not restricted to work-related matters.

Business Legal Services www.araglegal.co.uk

You also have free access to Our digital law guide many business legal documents. Once You have registered using the voucher code shown in Your Schedule You can prepare vital legal paperwork; for example, Your Health & Safety Policy, up to date employment legal procedures, advice on management and recovery of debts. To register, log on to www.araglegal.co.uk, click ' Business Legal', click 'Not Registered Yet' and enter the voucher code shown on your Schedule. After completing a short registration form, you will be provided with access .

The Gold option also includes access to the following

Crisis Communication Helpline **0344 571 7964**

Assistance from a professional public relations consultant if your business is exposed to adverse publicity that could damage your reputation

What is not insured under this Section

A Person-Insured is not insured for any claim arising from or relating to

1. Legal Costs and Expenses or Compensation Awards incurred without Our consent
2. any actual or alleged act omission or dispute occurring prior to or existing at the inception of this Section and which the Person-Insured knew or ought reasonably to have known could give rise to a claim under this Section
3. an allegation against the Person-Insured involving
 - a. assault violence or dishonesty
 - b. malicious falsehood or defamation
 - c. the manufacture dealing in or use of alcohol illegal drugs indecent or obscene materials
 - d. illegal immigration
 - e. offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
4. the payment of fines penalties, costs awarded against the Person-Insured by a court of criminal jurisdiction or compensation except as covered under Insured Events **2** or **7.4**
5. defending a claim in respect of damages for personal injury (other than injury to feelings in respect of Insured Event **1**. or loss or damage to Property owned by the Person-Insured
6. patents copyright trademarks passing-off trade or service marks registered designs secrecy and confidential information
7. a dispute with any subsidiary parent associated or sister company or between shareholders or partners
8. franchise rights or agency rights where You have the legal capacity to alter the legal relations of another
9. a judicial review
10. a dispute with Us or the party who arranged this cover not dealt with under Arbitration Condition below

Conditions which apply to this Section

Where the risk is affected by the Person-Insured's failure to keep to any of these conditions We may cancel this Section refuse a claim or withdraw from an on-going claim We also reserve the right to recover Legal Costs and Expenses from the Person-Insured should this occur

The Person-Insureds responsibilities

A Person-Insured must

1. tell Us immediately of anything that may make it more costly or difficult for the Appointed Advisor to resolve a claim in favour of the Person-Insured
2. cooperate fully with Us Give the Appointed Advisor r any instructions We require and keep them updated with progress of the claim and not hinder them
3. take reasonable steps to claim back Legal Costs and Expenses that We pay and pay to Us all costs that are recovered should these be paid to You
4. keep Legal Costs and Expenses as low as possible
5. allow Us at any time to take over and conduct in the Person-Insureds name any claim proceeding or investigation

Freedom to choose an Appointed Advisor

1. In certain circumstances as set out in 2 below the Person-Insured may choose an Appointed Advisor In all other cases no such right exists and We shall choose the Appointed Advisor
2. If
 - a. We agree to start proceedings or proceedings are issued against a Person-Insured or
 - b. there is a conflict of interestthe Person-Insured may choose a qualified Appointed Advisor except where the claim is to be dealt with by an Employment Tribunal or Small Claims Court where We shall always choose the Appointed Advisor
 - c. Where the Person-Insured wishes to exercise their right to choose they must write to Us with their preferred representative's contact details Where the Person-Insured's chooses to use their preferred representative We will not pay more than We agree to pay a solicitor form Our panel
 - d. If the Person-Insured dismisses the Appointed Advisor without good reason or withdraws from the claim without Our written agreement or if the Appointed Advisor refuses with good reason to continue acting for a Person-Insured cover will end immediately

Consent

The Person-Insured must agree to Us having sight of the Appointed Advisor's file relating to their claim The Person Insured is considered to have provided consent to Us or Our appointed agent to have sight of their file for auditing purposes and quality purposes.

Settlement

1. We have the right to settle the claim by paying the value of Your claim
2. The Person-Insured must not negotiate settle the claim or agree to pay any Legal Costs & Expenses incurred without Our written agreement
3. If the Person-Insured refuses to settle the claim following
 - a. a reasonable offer or
 - b. advice to do so from the Appointed AdvisorWe may refuse to pay further Legal Costs & Expenses

Barrister's Opinion

We may require the Person-Insured to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the Person-Insured then We will reimburse the reasonable costs of that opinion If that opinion conflicts with advice obtained by Us then We will pay for a final opinion which shall be binding on the Person-Insured and Us This does not affect the Person-Insured's rights under the Arbitration condition below

Arbitration

If a dispute between the Person-Insured and Us arises from this Section the Person Insured can make a complaint to Us as described in the section about making a complaint and We will try to resolve the matter. If We are unable to satisfy the Person-Insured's concerns and the matter can be dealt with by the Financial Ombudsman Service the Person-Insured can ask them to arbitrate over the complaint.

If the dispute cannot be dealt with by the Financial Ombudsman Service it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If We fail to agree on a suitable person We will ask the president of the relevant Law Society to nominate.

Acts of Parliament & Jurisdiction

All Acts of Parliament referred to within this Section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

This Section will be governed by English Law.

Data Protection Act 1998

It is agreed by Us that any information provided to Us regarding the Person-Insured will be processed by Us in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

Personal Accident Section

Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

1. Annual salary

The Person-Insured's total gross basic annual salary excluding payments for commission, bonus or overtime at the date an insured incident occurs or if they are paid weekly, Annual salary will be calculated by taking The Person-Insured's average gross basic weekly salary for the thirteen weeks prior to the incident and multiplying this amount by fifty-two.

2. Benefit period

The maximum period from the date of Total disablement for which a Disability income benefit is payable. This period commences at the end of the Deferment period (if any).

3. Bodily Injury

An identifiable physical injury to an Person-Insured's body, caused directly and solely by an accident and independently of illness, or disease or any other cause (except illness directly resulting from that physical injury) which results in an Person-Insured's death or disability within twelve (12) months of the date of the accident.

4. Deferment period

The period prior to the commencement of the Benefit period during which no benefit is payable.

5. Disability income

A Temporary total disablement or Temporary partial disablement suffered by the Person-Insured.

6. Hospital

An institution which:

has permanent full-time facilities for caring for patients overnight; and has facilities for the diagnosis and medical and surgical treatment of ill people by medical practitioners; and provides twenty four (24) hour nursing services supervised by Registered General Nurses or nurses with similar qualifications; and is not intended to be a mental institution, nursing home, hospice, convalescent home or residential care home as defined under the Registered Care Homes Act 1984.

7. Hospitalisation

An overnight stay in a Hospital as an in-patient, such confinement being certified as necessary by a Medical practitioner.

8. Loss of limb or limbs

The permanent and complete loss of or loss of use of a limb or limbs at or above the ankle or wrist.

9. Loss of sight

Permanent and total loss of sight shall be considered as having occurred:

- a. in both eyes, if The Person-Insured's name is added to the Register of Blind Persons on the authority of a registered qualified ophthalmic specialist and is without hope of improvement; or
- b. in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and is without hope of improvement.

10. Medical expenses

The cost of medical, surgical or other remedial attention or treatment given or prescribed by a Medical practitioner and all hospital, nursing home and ambulance charges connected with a valid claim under Items 8 and 9 on the Schedule of Benefits. This will not exceed 20% of any amount paid under Benefits 8 and 9.

11. Medical practitioner

Any suitably qualified medical practitioner registered by the General Medical Council in the United Kingdom (or foreign equivalent); or in respect of dental treatment only, a dental practitioner who is registered with the British Dental Association (or foreign equivalent); other than:

- a. The Person-Insured.
- b. The Person-Insured's immediate family.
- c. Your employee.

12. Operative Time

Twenty four (24) hours a day at any time.

13. Paraplegia

The permanent and total paralysis of the two lower limbs, bladder and rectum.

14. Permanent total disablement

Total disablement caused other than by Loss of limb or sight or speech or hearing, which prevents the Person-Insured from engaging totally in their usual occupation for a period of twelve (12) consecutive months, and at the end of that period being without prospect of improvement.

15. Quadriplegia

The permanent and entire paralysis of both legs and both arms

16. Temporary partial disablement

Temporary disablement, which prevents the Person-Insured from engaging in a substantial part of their usual business or occupation.

17. Temporary total disablement

Temporary disablement, which entirely prevents the Person-Insured from engaging in their usual business or occupation.

18. Total disablement or Total disability

The Person-Insured's complete and physical inability to attend to their usual business or occupation which results solely and independently of any other cause from Bodily Injury.

Conditions

The following conditions apply to this Section and must be read in conjunction with the following General Conditions which apply to all Sections unless otherwise stated

1. Where the Person-Insured is not in full time gainful employment:

a. Permanent total disablement shall read, "total disablement which has lasted for twelve (12) consecutive calendar months and entirely prevents You from engaging totally in any and every occupation for a period of twelve (12) consecutive months, and at the end of that period being without prospect of improvement."

b. Disability income benefit will not be payable.

2. If after We have made a payment in respect of the Person-Insured's disappearance and they are found to be living, You shall reimburse Us in full for all monies paid in respect of such disappearance.

3. Any claim for Disability income benefit shall be deducted from any subsequent death, disablement or Permanent total disablement claim as a result of the same insured claim.

4. No Disability income shall become payable until the total amount thereof has been ascertained and agreed. If nevertheless, interim payments have been made for Disability Income at Our discretion, the total of the amounts so paid shall be deducted from any lump sum becoming payable hereunder in respect of the consequences of the same accident.

5. Any claim for Medical expenses hereunder shall be payable only to the extent of the difference between the total amount of such claim as calculated in accordance with the provisions stated in the Schedule

Access to additional materials

You and the Person-Insured shall furnish to Us, or Our designated representatives, all information, documentations, medical information that We may reasonably require at all reasonable times during the term of this Policy, or until resolution of all claims, whichever is later.

Right to Medical records and Medical examination

Following notice of a claim, the Person-Insured shall provide, when requested by Us, all authorisations necessary to obtain medical records. We have the right to have the Person-Insured examined by a physician or vocational expert of Our choice, and at Our expense, when and as often as We may reasonably request.

Interest

No sum payable shall carry interest.

Limitation

In no case shall Our liability in respect of You or the Person Insured exceed the largest sum insured stated in the Schedule.

Exceptions

The following exceptions apply to this Section and must be read in conjunction with the following General Policy Exceptions which apply to all Sections unless otherwise stated

We will not pay any claim directly or indirectly caused or contributed to by:

1. any physical defect, infirmity or medical condition known to the Person-Insured at the commencement date of the Period of Insurance or at the date of their attachment whichever is the later . This exclusion shall not apply if such condition has been without the necessity of medical advice or treatment during the twenty four months prior the commencement date of the Period of Insurance or the Person-Insured's date of attachment whichever is the later.
2. the Person-Insured flying, except as a passenger in an aircraft licensed to carry passengers.
3. the Person-Insured driving a mechanically propelled vehicle in any kind of race.
4. the Person-Insured mountaineering or rock climbing normally requiring the use of ropes or guides.
5. the Person-Insured being under the influence of, or being affected by alcohol or drugs (unless such drug has been prescribed by a Medical Practitioner but not for the treatment of drug addiction).
6. the Person-Insured attempting to commit or committing intentional self-injury or suicide.
7. any criminal or illegal act by the Person-Insured.
8. the Person-Insured participating in professional sports.
9. the Person-Insured's deliberate exposure to exceptional danger (other than in an attempt to save human life).
10. the Person-Insured participating in operational duties as a member of the Armed Forces.
11. osteoarthritis, arthritis or any other degenerative process of the joints, bones, tendons, ligaments or muscles.
12. after the expiry of the Period of Insurance during which You reach age 70 years or age.

Cover

We will pay You an amount equal to the sum insured stated in the Schedule

If the Person-Insured sustains Bodily Injury during the Operative time which within 12 months results in:

Description
1. Accidental Death
2. Loss of one Limb
3. Loss of Sight in one Eye
4. Loss of two or more Limbs
5. Loss of Sight in both Eyes
6a. Loss of one Limb and Loss of Sight in one Eye
6b. Loss of Speech
6c. Loss of Hearing in: One ear
Both ears
7. Permanent Total Disablement
8. Temporary Total Disablement payable per week

Exposure: Death or disablement solely as a result of unavoidable exposure to severe weather conditions is deemed to be Bodily Injury;

Disappearance: If after a period of twelve (12) months has elapsed and all available evidence examined, there is reason to presume that death has occurred the disappearance shall be considered to have been caused by Bodily Injury.

Provided that:

1. If the Person-Insured are covered under Benefit 1 Accidental Death, but the benefit payable is less than for Benefits 2-9, We will not pay more than the amount of the Accidental Death benefit (if Bodily Injury does not immediately result in death) until at least thirteen (13) weeks after the date of the Bodily Injury.
2. If the Person-Insured are not covered under Benefit 1 Accidental Death We will not pay for Benefits 2-9, until at least thirteen (13) weeks after the date of the Bodily Injury, and We will only then pay if the Person-Insured have not in the meantime died as a result of the Bodily Injury.
3. We will not pay for more than one of the Benefits 1-9 in respect of the same Bodily Injury.

Rehabilitation Expenses

We will pay after the happening of a Permanent Total Disablement claim settlement for the Person-Insured under this Policy, the actual costs incurred not exceeding £500 per month for a maximum of six (6) months for expenses incurred for tuition, advice and/or treatment from a licensed vocational school or occupational rehabilitation institution, provided such tuition advice or treatment is undertaken with Our prior agreement and the agreement of Your Medical Practitioner.

Permanent Partial Disability

The Permanent Partial Disability Benefit is payable as a percentage of the sum insured specified for Permanent total disablement:

- | | |
|---|-----|
| 1. Loss of four fingers and a thumb. | 50% |
| 2. Loss of four fingers. | 25% |
| 3. Loss of a thumb: | |
| a. Both joints. | 25% |
| b. One joint. | 10% |
| 4. Loss of each finger: | |
| a. Forefinger. | 20% |
| b. Three joints. | 10% |
| c. Two joints. | 4% |
| d. One joint. | 2% |
| 5. Loss of toes: | |
| 1. All toes – one foot. | 15% |
| 2. Big toe – both joints. | 10% |
| 3. Big toe – one joint. | 5% |
| 4. Other than big toe – each. | 5% |
| 6. Shoulder or elbow. | 25% |
| 7. Wrist, hip, knee or ankle. | 20% |
| 8. Lower jaw by surgical operation. | 30% |
| 9. Any permanent partial disability not listed in the benefits above, up to a maximum of 100% of the sum insured. | |

Provided that

1. Any permanent partial disability payable under Item 9 will be calculated by Us with reference to a medical assessment of the degree of disability relative to the above scale without reference to any occupation provided that:
 - a. the total benefit payable to You shall not exceed 100% of the sum insured as the result of any one Bodily Injury.
 - b. any existing disability will be taken into account in assessing benefits payable in respect of any subsequent Bodily Injury.
2. When more than one form of disablement results from one accident the percentages from each are added together but We will not pay more than 100% of the sum insured

Policy Endorsements

Endorsement: Personal Accident For Hands

This Endorsement is only operative if confirmed in the Schedule

Definitions

The following definitions apply to this Endorsement and shall keep the same meaning wherever they appear in the Endorsement. They should also be read in conjunction with the General Definitions at the start of the Policy

Insured Person shall mean

You or Your partners directors or employees aged not less than 16 years nor more than 70 years

Cover

In the event of an accident happening to an Insured Person caused solely by violent accidental external and visible means whilst in connection with the Business who shall suffer any of the Results we will pay the Insured Person or their legal representative the benefit stated in the Results specified below

Results

1. Total or Partial Loss of Limbs disablement which has lasted for at least 12 months and directly causes or necessarily results in the loss to the Insured Person by physical separation
 - i. Total physical loss at the wrist
 - a. One or Both hands £10,000
 - ii. Total physical loss of a
 - a. Thumb £2,500
 - b. First finger £2,000
 - c. Middle finger £1,750
 - d. Ring finger £1,500
 - e. Little finger £1,000
 - iii. Total physical loss of two phalanges of a
 - a. First finger £2,000
 - b. Middle finger £1,500
 - c. Ring finger £1,000
 - d. Little finger £500
 - iv. Total physical loss of terminal phalanx of a
 - a. Thumb £1,250
 - b. First finger £1,000
 - c. Middle finger £750
 - d. Ring finger £500
 - e. Little finger £250

Provided that:-

- a. In the event of Total Loss of Limbs the maximum Sum
- b. Insured payable hereunder is £10,000 and this shall be reduced or extinguished by any amount paid under Item ii) iii) or iv) in respect of the same accident
- c. The maximum Sum Insured payable in respect of the loss of one hand shall be £10,000
- d. Payment in respect of the loss of each finger or thumb (or part thereof) is not payable under more than one of the sub-items ii) iii) or iv)

Section Conditions

1. In the event of Total or Partial Loss of Limbs the Insured Person must immediately place themselves under the care of a qualified medical practitioner and act upon such medical and or surgical advice as is given as soon as reasonably practicable
2. In the event of Total or Partial Loss of Limbs the Insured Person must as often as may be required submit to medical examination at Our expense

Section Exceptions

We shall not pay the Insured Person where they are aware of any physical or mental defect or infirmity which is known to the Insured Person at inception of the policy or prior to the latest renewal and which has not been declared to and accepted in writing by Us



Salon Gold Freelancers Policy

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