

# Salon Gold<sup>®</sup>



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**Salon Gold Policy**

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# Policy Information

Thank you for choosing Salon Gold. This is Your Salon Gold Policy which sets out Your insurance cover in detail and is made up of individual sections

Please read this Policy and Schedule in conjunction with the Statement of Fact carefully to make sure that it meets Your requirements and that the details on the Schedule are correct

Your premium has been based upon the information shown in the Schedule and recorded in Your Statement of Fact

If you have any questions about any of Your Salon Gold Policy documents please contact Salon Gold (Henry Seymour & Co) This insurance is written in English and all communications about it will be English

## 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) 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) and any return premium will be at the discretion of Salon Gold (Henry Seymour & Co).

## 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**.

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.

2<sup>nd</sup> Floor, East Court

Riverside Park

Stoke-On-Trent

Staffordshire

ST4 4DA

Email: [newclaims.canopuscommercial@davies-group.com](mailto:newclaims.canopuscommercial@davies-group.com)

To register a claim under the Essential Business Legal Expenses section You should contact ARAG. Please do not instruct Your own lawyer or accountant as We will not pay costs incurred without Our agreement.

Telephone - **0117 917 1698** or visit [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims)

As a Salon Gold Policyholder You also have access to a website and helplines as described below. These helplines are available 24 hours a day 365 days a year unless otherwise stated and are available to You at no additional charge.

### **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 the redundancy notices are correctly served. This service is available between 9.00am and 5.00pm Monday to 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.

## **Crisis Communication Helpline      0344 571 7964**

This helpline provides professional public relations support and crisis communications services where You need help to respond to negative publicity that could damage Your reputation

## **Business Legal Services                      [www.araglegal.co.uk](http://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](http://www.araglegal.co.uk), click 'Essential 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 .

## **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](mailto: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.

# 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](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://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](http://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](http://www.financial-ombudsman.org.uk)  
E-mail: [complaint.info@financial-ombudsman.org.uk](mailto: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](http://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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# 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

Essential Business 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](http://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](http://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.

# 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**

The Business described in the Statement of Fact and specified in the Schedule

## **Policy**

This Policy document 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
6. a driver or operator of hired-in plant
7. a trainee or person undergoing work experience
8. a voluntary helper

## **Excess**

The first amount of each and every claim for which You shall be responsible as shown in the Schedule

## **Injury**

Bodily injury including death illness or disease

## **Limit of Liability**

The Limit of Liability stated in the Schedule

**Money**

Current coin bank and currency notes postal and money orders bankers drafts cheques and giro cheques crossed warrants bills of exchange and securities for money postage revenue national insurance and holiday with pay stamps national insurance and holiday with pay cards national savings certificates war bonds premium savings bonds and franking machine impressions credit company sales vouchers luncheon vouchers trading stamps and VAT invoices

**Period of Insurance**

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

**Person-Insured**

You or any of Your partners directors or employees aged not less than 16 years nor more than 75 years

**Premises**

The part of the Premises at the address or addresses described in the Schedule and occupied solely by You in connection with the Business

Unless otherwise stated the buildings at the Premises are

1. built of brick stone or concrete
2. roofed with slate tiles concrete asphalt metal or sheets or slabs composed entirely of incombustible mineral ingredients (with the exception of small outbuildings)

**Property**

Material property

**Schedule**

The Schedule for the time being in force detailing the cover provided

**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 as stated in the Schedule

**Vacant or Disused**

The Premises or any part thereof that have become unoccupied untenanted or which have not been actively used for a period of more than 30 consecutive days

# Conditions Precedent

## Claims Procedure

It is a condition precedent to Our liability that

1. You 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. You notify the police immediately of Damage caused by malicious persons or thieves
3. You 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. You provide Us with all information and help We require in respect of the claim
5. You 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. You do 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. You 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 building or 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 Legal Liabilities Section if You or anyone acting on Your behalf
  - a. do not comply with Our requirements
  - b. hinder or obstruct UsYou are not entitled to abandon Property to Us

## Fire Extinguishment

It is a condition precedent to Our liability under Contents and Buildings Sections that in kitchens and other areas used for cooking a fire blanket and a 9 litre foam 2 kilogramme carbon dioxide or 45 kilogramme dry powder extinguisher be available for immediate use

It is warranted that You will ensure that any fire extinguishing appliance(s) kept at Your Premises are regularly maintained under a contract and are in efficient working order Subject to the observance of this Condition the Contents and Buildings Sections shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown to You or beyond Your control

## Minimum Standards of Protections - Security Level 1

It is a condition precedent to Our liability to indemnify You in relation to any claim under the Contents and Money Sections and if You have failed to fulfill the following condition You will lose Your right to indemnity or payment for that claim

Unless agreed otherwise by Us in writing within 30 days of inception of this Policy the following protections shall be fitted to the under-mentioned doors windows and other openings (where these are under Your control) and put into full and effective operation whenever the Premises are closed for business or left unattended

1. on timber final exit doors or other external timber doors and on internal doors giving access to any part of the Premises not occupied solely by You or to any adjoining premises (excluding sliding doors and fire exit doors)
  - a. if single leaf a mortice deadlock which has five or more levers and/or conforms to BS3621 specification for thief resistant locks with matching steel box striking plate
  - b. if double leaf
    - i. on the first closing leaf flush or barrel bolts the latter at least 200mm (8") long or key operated locks or bolts fitted top and bottom in every case
    - ii. on the second closing leaf a mortice deadlock which has five or more levers and/or conforms to BS3621 specification for thief resistant locks with matching steel box striking plate or a substantial padlocking bar and high quality close shackle padlock with minimum of five levers or high security cylinder mechanism.
  - c. if single or double leaf and also outward opening hinge bolts fitted top and bottom
2. on external aluminum or UPVC doors (excluding sliding and fire exit doors) cylinder operated mortice pivot bolt lock (similar to the Adams Rite MS1950 series locks) including anti-turn cylinder collar, and if double leaf flush bolts on the first closing leaf
3.
  - a. on steel final exit doors and all sliding final exit doors a substantial padlocking bar and high quality close shackle padlock with minimum of five levers or mortice hook bolt lock which has five or more levers and/or conforms to BS3621 specification for thief resistant locks with matching steel box striking plate
  - b. on all other steel doors and all other sliding doors (excluding sliding patio doors) substantial padlocking bar a good quality close shackle padlock with minimum of five levers or high security cylinder mechanism fitted externally or substantial padlocking bar and high quality open shackle padlock with minimum of five levers or high security cylinder mechanism fitted internally
  - c. on sliding patio doors
    - i. a manufacturer's patent key-operated locking system which engages boltwork into the doorframe either at the top and bottom of the opening section of each door or into the side frame in at least three points (in the latter case all hook or shoot bolts must be mushroom headed)or
    - ii. two key-operated patio door locks fitted internally one at the top and one at the bottom of each opening section
4. any door officially designated as Fire Exit by the Fire Authority must be secured only by devices agreed by the Fire Officer this may be by means of a suitable lock for use in emergency escape situations and it must not be possible for the lock to be operated by breaking or removing glazing either in the door itself or in a window immediately adjacent to the door and with hinge bolts fitted top and bottom of outwards opening doors
5. on opening basement and ground floor windows and fanlights and on other opening windows fanlights and skylights which are accessible from roofs balconies canopies fire escapes or downpipes
  - a. key-operated window locks with the keys removed when in operation
  - b. or solid steel bars not less than 16mm (5/8") diameter and not more than 125mm (5") apart securely fixed to the brickwork or masonry surrounding the window
  - c. or lockable steel expanded metal window gates or weld mesh grilles
  - d. or shutters that are used to cover the whole of the window opening

6. where installed all roller shutters where no other inner door is being protected including such roller shutters that contain wicket doors or equivalent a manufacturer's standard recommended locking device for that type of roller shutter

### **Reasonable Care**

You must:

1. take all reasonable precautions to prevent or minimise any circumstance 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

### **Security**

It is a condition precedent to Our liability under the Contents and Money Sections that whenever the Premises are closed for business or left unattended all locks bolts and other security devices including any intruder alarm system are put into full and effective operation

### **Unoccupancy**

It is a condition precedent to Our liability under the Contents and Buildings Sections that within 21 days of the Premises or any part thereof becoming unoccupied untenanted vacant or not having been actively used

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

# General Conditions

Each Section of the Policy contains conditions and must be read in conjunction with the following General Policy 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 total value of the property You will be considered as Your own insurer for the difference and bear a proportionate share of the loss

## Basis of Claims Settlement for Property

Whenever the Basis of Claims Settlement is declared to be on a Reinstatement Basis the basis upon which the amount payable in respect of the Property Insured is to be calculated shall be as follows

1. the rebuilding or replacement of Property Insured lost or destroyed which provided Our liability is not increased may be carried out
  - a. in any manner suitable to Your requirements
  - b. upon another site
2. the repair or restoration of Property Insured damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

## Special Conditions

1. Our liability for the repair or restoration of Property Insured damaged in part only shall not exceed the amount which would have been payable had such Property Insured been wholly destroyed
2. If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property Insured covered by any item subject to this Condition exceeds its Sum Insured at the commencement of any Damage Our liability shall not exceed that proportion of the amount of the Damage which the Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such Property Insured at that time
3. No payment beyond the amount which would have been payable in the absence of this Condition shall be made
  - a. unless reinstatement commences and proceeds without unreasonable delay
  - b. until the cost of reinstatement shall have been actually incurred
  - c. if the Property Insured at the time of the Damage shall be insured by any other insurance effected by You or on Your behalf which is not upon the same basis of reinstatement
4. All the terms and conditions of this Policy shall apply
  - a. in respect of any claim payable under the provisions of this Condition except insofar as they are varied hereby
  - b. where claims are payable as if this Condition had not been incorporated

## 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

### **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 charge unless 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 loss destruction 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 become subject to the same condition of average
4. If the Property insured 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 loss destruction or 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



### **Excesses**

If We agree to indemnify You under both Contents and Buildings Sections of this Policy as a result of the happening of a single event and if an Excess applies under both these Sections then only one Excess being the higher of those which would have applied separately under each Section will be deducted from the total claim payment

### **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

### **Index Linking**

Whenever a Sum Insured is declared to be subject to Index Linking it is adjusted at monthly intervals as follows

1. in respect of Buildings Landlords Fixtures and Fittings internal decorations shop fronts and tenants improvements in accordance with the percentage change in the General Building Cost Information Service
2. in respect of Stock in trade in accordance with the percentage change in the Producer Price Index for Home Sales of Manufactured Products
3. in respect of all other Contents other than Stock in trade in accordance with the Durable Goods Section of the Retail Prices Index

At each renewal the premium will be adjusted to apply to the Sum Insured which then pertains and We waive all rights to additional premium arising solely out of such index adjustments prior to renewal

### **Interest Clause**

The interests of third parties 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:

- a. Provide answers to Our questions which are dishonest, inaccurate or misleadingly incomplete
- b. 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
- c. 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

**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

We will not be obliged to reinstate Property exactly but only in a satisfactory manner as circumstances allow

The maximum amount We will pay in respect of one item is the Sum Insured

**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

**Subrogation**

Anyone making a claim under this Policy must at Our request and expense do everything We reasonably require to

1. enforce a right or remedy
- or
2. 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 thereof is or may be made subject shall from the time the condition precedent attaches apply and continue to be in force during the whole currency of this Policy Non-compliance with any such condition precedent insofar as it increases the risk of Damage shall be a bar to any claim in respect of such Damage provided that whenever this Policy is renewed a claim in respect of such Damage occurring during the renewal period shall not be barred by reason of a condition precedent not having been complied with at any time before the commencement of such period

# General Exceptions

Each Section of the Policy contains exceptions and must be read in conjunction with the following General 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 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 exclusions 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 event or all events of a series consequent upon one original cause £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. in respect of all Pollution or Contamination consequent upon Terrorism and which is deemed to have occurred during any one Period of Insurance £2,000,000 in the aggregate or the amount of the Public Liability and Products Liability indemnity limit stated in the Schedule whichever is the lower

#### **Pollution and Contamination** (Applicable to Contents Equipment Breakdown Loss of Income and Buildings Sections)

Damage or Loss of Income caused by or arising from pollution or contamination except (unless otherwise excluded) 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 vehicle or animal
2. any of the Contingencies in (1) above which itself results from pollution or contamination

#### **Date Recognition** (Not applicable 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 Contents Equipment Breakdown Loss of Money Loss of Income and Buildings Sections this General Exclusion 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

### **Sonic Bangs**

Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

### **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

### **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

# Contents 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

## Property Insured

**Stock** in trade including trade samples and goods in trust belonging to You or held in trust or on commission for which You are responsible

**Landlords Fixtures and Fittings** interior decorations and tenants improvements and shop fronts for which You are responsible

**All Other Contents** of the shop (other than Stock) belonging to You or for which You are responsible including

1. clothing personal effects and pedal cycles belonging to You Your partners directors Employees customers or visitors for which You are responsible up to a limit of £750 any one person unless the Schedule states otherwise
2. the cost of materials and clerical labour incurred in reproducing documents (but not the cost of producing information to be recorded) up to limit of £5,000 unless the Schedule states otherwise
3. the cost of materials clerical labour and computer time incurred in reproducing computer system records (but not the cost of producing information to be recorded) up to a limit of £10,000 unless the Schedule states otherwise
4. any property belonging to the Post Office unless the Schedule states otherwise

but excluding

- a. bills of exchange promissory notes money deeds bonds securities or documents of any description cheques stamps credit cards debit cards or travel tickets
- b. jewellery precious stones precious metals bullion furs unless the Schedule states otherwise
- c. any other property separately described in the Schedule or which is more specifically insured

### Perishable Goods

Any good which it is normal practice to place into a refrigeration unit for purposes of preservation

## Cover

We will indemnify You in the event of Damage to the Property Insured as set out in the Schedule whilst at the Premises caused by any of the following Contingencies

### Standard Contingencies

**Fire** (including subterranean fire) lightning explosion earthquake

**Storm or Flood** but excluding Damage

1. resulting from frost subsidence ground heave or landslip
2. to moveable property in the open
3. attributable solely to change in the water table level
4. to Stock and/or trade samples stored in any basement unless raised at least 4 inches (100mm) above floor level

**Impact** by aircraft or other aerial devices or articles dropped from them or by any vehicle train animal falling branch aerial mast or satellite dish

**Riot Civil Commotion Strikes Labour Disturbances or Malicious Persons** excluding

1. damage arising from the cessation of work
2. as regards loss or damage (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
  - a. loss or damage by theft
  - b. loss or damage in respect of the contents of any Premises which is Vacant or Disused

**Escape of Water** from any tank apparatus or pipe excluding Damage

1. to Property Insured in any portion of the Premises which is Vacant or Disused
2. to Stock and/or trade samples stored in any basement unless raised at least 4 inches (100mm) above floor level

**Theft or Attempted Theft** involving entry into or exit from the Premises by forcible and violent means (including damage to Your Premises for which You are responsible) or theft involving violence or threat of violence to You Your directors partners or Employees but excluding

1. Damage caused by any person lawfully on the Premises
2. Damage to Property Insured in any portion of the Premises which is Vacant or Disused
3. from any building or part of any building at the Premises not capable of being locked
4. Theft following dishonest or fraudulent action by Your Employees or any person lawfully on the Premises

**Leakage of Fuel** from any fixed oil heating installation but excluding Damage

1. to Property Insured in any portion of the Premises which is Vacant or Disused
2. to Stock and/or trade samples stored in any basement unless raised at least 4 inches (100mm) above floor level

**Leakage of Beverages** from storage containers pipes and apparatus but excluding Damage

1. occasioned by leakage of beverages from bottled stock
2. to Property Insured in any portion of the Premises which is Vacant or Disused
3. to Stock and/or trade samples stored in any basement unless raised at least 4 inches (100mm) above floor level

**Accidental Damage** excluding

Damage caused by or resulting from

1. any of the Standard Contingencies in this Section
2. inherent vice latent defect gradual deterioration the action of light or atmosphere wear and tear faulty or defective design or materials
3. faulty or defective workmanship operational error or omission by You Your partners directors or Employees or contracted consultants
4. corrosion rust wet or dry rot shrinkage evaporation dampness dryness marring scratching vermin or insects
5. change in temperature colour flavour texture or finish
6. joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
7. mechanical or electrical breakdown derangement or overloading in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates but this shall not exclude Damage to surrounding property not forming part of the same machine apparatus or equipment
8. electrical or magnetic disturbance or erasure of electronic recordings



9. settling shrinkage or expansion of foundations walls floors ceilings or roof settlement or bedding down of new structures or extensions subsidence ground heave or landslip
10. acts of fraud or dishonesty
11. unexplained disappearance unexplained shortage inventory shortage misfiling or misplacing of information
12. You voluntarily parting with the title or possession of any Property or rights to Property
13. confiscation requisition seizure or destruction by order of the Government or any public authority
14. delay loss of market loss of use or consequential loss or damage of any kind

**Optional Contingencies** (only applicable if specified in the Schedule)

**Subsidence Ground Heave or Landslip**

Subsidence or Ground Heave of any part of the site on which the Property Insured stands or Landslip excluding

1. Damage to yards car parks roads pavement swimming pools walls gates and fences unless also affecting a building insured hereby
2. Damage caused by or consisting of
  - a. the normal settlement or bedding down of new structures
  - b. the settlement or movement of made-up ground
  - c. coastal or river erosion
  - d. defective design or workmanship or the use of defective materials
  - e. fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
3. Damage which originated prior to the inception of this cover
4. Damage that has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
5. Damage resulting from
  - a. demolition construction structural alteration or repair of any property or
  - b. groundworks or excavation at the same premises
6. the amount of the Excess stated in the Schedule for each and every claim

Special Condition

Insofar as this insurance relates to Damage caused by Subsidence Ground Heave or Landslip

1. You shall notify Us immediately You become aware of any demolition groundworks excavation or construction being carried out on any adjoining site
2. We shall then have the right to vary the terms or cancel the cover

## Special Conditions

**Index Linking**

The Sums Insured by this Section are subject to Index Linking

**Limit of Liability**

The maximum amount payable in respect of any item insured under this Section is the Sum Insured stated in the Schedule for each item plus Index Linking

**Basis of Claims Settlement**

1. Stock
 

We will pay You the value of the Property Insured at the time of such Damage or at Our option reinstate or replace the Property Insured or any part thereof

If the Sum Insured at the time of any Damage is less than the full cost of replacement at current prices then You will be Your own insurer for the difference and bear a rateable share of the Damage accordingly

2. All Other Contents including Landlords Fixtures and Fittings shop fronts interior decorations and tenants improvements other than Stock trade samples and goods in trust

The Basis of Claims Settlement for each and every item shall be on a Reinstatement Basis We may at Our option reinstate or replace the property or any part thereof

#### **Automatic Reinstatement of Loss**

We shall in the event of Damage under this Section automatically reinstate the Sum Insured unless there is written notice by Us to the contrary provided that

1. You undertake to pay the appropriate additional premium
2. You shall take immediate steps to carry out any alterations to the protections of the Premises which We may require

#### **Workmen**

Workmen are allowed in and about the Premises for the purpose of carrying out new works or alterations repairs decorations plant installation or general maintenance and the like without prejudice to the terms and conditions of this Policy

#### **Average**

Each of the Sums Insured by the Property Insured of this Section are separately subject to Average

#### **Excess**

We shall not be liable for the amount (or amounts) of the Excess stated in the Schedule for each and every claim at each separate Premises after the application of Average

## **Cover Extensions**

#### **Glass including Signs**

We will indemnify You in respect of

1. breakage (including the cost of boarding up) of glass at the Premises
2.
  - a. Damage to
    - i. contents of display windows
    - ii. window and door frames
  - b. the cost of removing and reinstating obstructions to replacing glass
3. breakage of fixed
  - a. wash basins pedestals baths sinks
  - b. lavatory bowls bidets cisterns
  - c. shower trays splashbacks
4. breakage of any external sign or name plate (including as applicable the whole installation with transformers)
5. replacing alarm foil lettering painting embossing silvering or other ornamental work on glass following breakage of glass

at the Premises

The maximum that We will pay in respect of (2) (a) and (b) above is £2,500 each and every loss

We will not indemnify You in respect of

1. breakage of glass in
  - a. light fittings and fluorescent tubes

- b. vehicles
- c. vending machines
- 2. breakage
  - a. to Stock in trade or goods in trust
  - b. while the Premises is Vacant or Disused
  - c. in transit or while being fitted
  - d. caused by workmen carrying out alterations or repairs to the Premises
  - e. caused in connection with theft of property from the Premises unless We have agreed to indemnify You in respect of such theft under the Section of this Policy
- 3. the first £200 of each and every loss or the Excess shown in the Schedule which ever is the greater

#### **Goods in Transit**

We will indemnify You in the event of Damage to the Property Insured by this Section whilst in transit by vehicles owned hired or leased by You (including loading unloading and temporary housing in course of transit) anywhere within Great Britain Northern Ireland the Channel Islands and the Isle of Man including sea transits between any of these territories

We will not indemnify You under this Cover Extension in respect of

1. any amount exceeding that detailed in the Schedule in respect of Damage arising out of one single event at any one location to any one load or combination of loads unless the Schedule states otherwise
2. theft from any unattended 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 unless
  - a. all keys are removed from the vehicle and the vehicle is securely locked at all points of access and any additional locking devices immobilisers or alarms be in operation where fitted
  - b. the vehicle is situated within a securely locked building or compound between the hours of 9.00 pm and 6.00 am
3. the deterioration of goods conveyed in frozen chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature unless directly due to fire or accident to the conveying vehicle or by Theft or Attempted Theft
4. Damage due to natural deterioration
5. any consequential or indirect loss of any kind loss of market or Damage due to delay
6. Damage to bills of exchange promissory notes money securities or money stamps precious stones jewellery bullion or loss or death of or injury to living creatures
7. spillage leakage fermentation taint contamination deterioration mechanical or electrical breakdown of any goods or merchandise unless directly traceable to fire lightning or road accident happening to the vehicle transporting the Property Insured

#### **Underground Services**

We will indemnify You for Damage for which You are legally liable to pay for underground service pipes and cables at the Premises for which You are responsible as tenant but not as owner

The maximum We will pay under this Extension in respect of any claim is £10,000

#### **Damage by Emergency Services**

We will indemnify You for the cost of restoring any Damage caused to gardens for which you are responsible by the emergency services in attending the Premises as a result of the operation of any Contingency insured under this Section up to a maximum of £10,000 in any Period of Insurance

**Property Temporarily Removed**

We will indemnify You in respect of Damage to the Property Insured other than Stock in trade while temporarily removed for

1. cleaning
2. renovation
3. repair

The maximum We will pay is 15% of the Sum Insured

**Specified Equipment away from the Premises**

In respect of Property belonging to You or held by You in trust for which You are responsible We will indemnify You subject to the Geographic Limits in respect of Damage to Property Insured as defined in the Schedule including whilst in transit thereto and therefrom

**Geographic Limits**

1. anywhere in Great Britain Northern Ireland Isle of Man and the Channel Islands
2. or in the countries as described in (1) above and any country within the European Union
3. or anywhere in the World but up to a maximum of 30 days in each Period of Insurance

The maximum We will pay after the application of any Excess as detailed in the Schedule will be the limit as stated in the Schedule

We will not indemnify You in respect of

- a. Damage caused by Theft or Attempted Theft from an unattended 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 unless
  - i. all doors windows and other openings are left closed securely locked and properly fastened
  - ii. the vehicle is situated within a securely locked building or compound between the hours of 9.00 pm and 6.00 am
- b. Damage to property in any soft topped open topped or open sided vehicle by Storm or Malicious Persons or Theft or Attempted Theft

**Replacement Locks**

We will indemnify You for the cost of replacing locks at the Premises if keys are lost from

1. the Premises
2. Your home
3. the home of any authorised Employee

following Theft or Attempted Theft

or

whilst in Your custody or that of an Employee following Theft or Attempted Theft

If the keys belong to a safe or strongroom they must be

- a. removed from the Premises overnight
- b. kept in a secure place away from the safe when You or an Employee occupies the Premises

**Removal of Debris**

The Sum Insured for each item except on Stock in trade includes costs and expenses You incur with Our consent for

1. removal of debris
2. dismantling or demolishing

3. shoring up or propping  
of the portion or portions of the Property Insured sustaining Damage by any of the Contingencies

We will not indemnify You in respect of costs and expenses

- a. incurred in removing debris from anywhere other than the site of the Damage and the area adjacent to it
- b. arising from pollution or contamination of property not insured under this Section
- c. more specifically insured

#### **Exhibitions**

We will indemnify You for Damage by any of the Contingencies to the Property Insured whilst at any exhibition including whilst being erected or dismantled at any exhibition within Great Britain Northern Ireland the Channel Islands and the Isle of Man but excluding

1. Theft unless involving forcible and violent entry to or exit from the exhibition premises
2. any amount exceeding that detailed in the Schedule during any one Period of Insurance

#### **Capital Additions**

We will indemnify You for

1. any newly acquired Property Insured insofar as the same are not otherwise insured
2. alterations additions and improvements to the Premises but not in respect of any appreciation in value Anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man provided that
  - a. at any one situation this indemnity shall not exceed 10% of the Sum Insured by this Section or £50,000 whichever is the lesser
  - b. You undertake to give particulars of such Cover Extension as soon as practicable and pay any additional premium required
  - c. following payment of such additional premium the provisos of this Cover Extension are fully reinstated

#### **Loss of Metered Water**

We will pay charges for which You are responsible for if water is accidentally discharged from a metered water system providing service to the Premises

The maximum We will pay is £5,000 any one occurrence

**Rent Payable** (only operative if a Sum Insured is shown next to the Rent Payable item on Your Schedule)

We will indemnify You for the amount of Rent which You become liable to pay for the period starting on the date of Damage and ending not later than 12 months after the date of Damage if the Premises remain unsuitable for You to occupy following Damage during the Period of Insurance

#### **Perishable Goods**

We will indemnify You in the event of Damage to Perishable Goods due to deterioration or putrefaction whilst stored only in any proprietary refrigeration unit contained in the Premises for the purposes of the Business caused by

1. breakdown or failure of the installation which means sudden stoppage of refrigeration process by reason of inherent fault or accidental means
2. escape of refrigerant or refrigeration fumes
3. accidental failure of the public electricity supply

We will pay up to but in no case exceeding the amount detailed in the Schedule

We shall not be liable under this Extension for

- a. loss caused by wear tear deterioration of the cabinet or other gradually operating cause

- b. loss occurring in any refrigeration unit which is older than 5 years when this insurance commences unless there is in force in respect of such refrigeration unit a maintenance or service agreement either with the manufacturers or suppliers thereof or an approved firm of refrigeration engineers
- c. loss caused by incorrect setting of thermostats or automatic controlling devices
- d. any consequential loss
- e. loss arising from the deliberate act of the public electricity supply authority or the exercise of its power to withhold or restrict supply or from strikes or industrial disputes
- f. Damage insured by any other Section or policy

**Seasonal Increase**

The Sums Insured in respect of Stock in trade are increased in each Period of Insurance by

- 1. 100% during November and December
- 2. 100% for a period of 15 days preceding and including any Bank Holiday or Public Holidays other than occurring in (1) above for a period of 15 days thereafter

# 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. contained in a locked safe or strongroom outside Business Hours	As stated in the Schedule
c. not contained in a locked safe or strongroom outside Business Hours	As stated in the Schedule
d. money in any gaming amusement or vending machine	£500

2. loss or damage to
  - a. any bag case or waistcoat owned by You or for which You are responsible being used for carrying Money following theft or attempted theft therefrom up to a limit of £1,000 any one occurrence
  - b. clothing and personal effects belonging to You or any of Your partners directors or Employees up to a limit of £500 per person following theft or attempted theft of Money away from the Premises

## 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

**Accompaniment Limits**

Whenever Money (other than Non-Negotiable Money) is in transit it is to be accompanied by the following numbers of authorised persons between the ages of 18 and 65

Amount of Money in transit at any one time	Accompaniment Requirement
Up to £3,000	1 person
Over £3,000 up to £6,000	2 persons
Over £6,000 up to £12,000	3 persons
Over £12,000	Approved security company

Our maximum amount payable in respect of any item insured under this Section is the limit stated in the Schedule

**Keys Clause**

All keys or notes of combinations of safes or strongrooms shall be in Your custody or that of an authorised Employee during Business Hours and not left in the Premises out of Business Hours

**Cash Tills**

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

# 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 Geographical Limits

### **Geographical Limits**

- A. anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands other than Offshore
- B. 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 (A) above
- C. 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 Geographical 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 Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

### 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

### 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 Geographical 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

## **Exceptions to this Sub-Section**

The following exceptions apply to this Sub-Section and should be read in conjunction with the General 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 Geographical Limits in connection with the Business

## Limit of Indemnity

Our liability for Compensation 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

Costs and Expenses payable under this Sub-Section will be paid in addition to the Limit of Indemnity except that in respect of any claim brought in the United States of America, any territory within its jurisdiction or the Dominion of Canada the Limit of Indemnity shall be the maximum amount payable including Costs and Expenses.

## Extensions to this Sub-Section

The following Sub-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 any one 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

#### **Obstructing Vehicles**

Notwithstanding Exception (4) of this Sub-Section Where any vehicle is causing an obstruction and interfering with the performance of the Business We will indemnify You in respect of legal liability for accidental Injury or accidental loss of or damage to Property arising from the movement of such vehicle by the You or any Employee with Your general consent of the or the application of a wheel clamp to the vehicle provided that

1. if such obstructing vehicle is being moved on a road within the meaning of the Road Traffic Acts, such use will be restricted solely to the minimum movement of the vehicle required to obtain access to or exit from the Policyholder's Premises
2. if a wheel clamp is attached to a vehicle a bold warning notice to this effect will be attached to the windscreen of such vehicle.

This Indemnity will not apply 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

#### **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 £250 in respect of any claim caused otherwise than by fire or explosion

#### **Wrongful Arrest**

We will indemnify You in respect of Your legal liability arising out of wrongful arrest malicious prosecution detention imprisonment eviction or invasion of the right of privacy of any person (not being an Employee).

## **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. 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 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
5. any advice treatment design formula or specification provided by You or on Your behalf for a fee or in circumstances where a fee would normally be charged
6. professional services rendered
7. the Excess shown in the Schedule in respect of each and every claim for damage to Property
8. 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
9. any liquidated damages fine or penalty
10. punitive exemplary aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages

## **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 Geographical Limits caused by any Product Supplied

### Limit of Indemnity

Our liability for Compensation 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 in any one Period of Insurance shall not exceed the Limit of Indemnity

Costs and Expenses payable under this Sub-Section will be paid in addition to the Limit of Indemnity except that in respect of any claim brought in the United States of America, any territory within its jurisdiction or the Dominion of Canada the Limit of Indemnity shall be the maximum amount payable including Costs and Expenses

### 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

#### Wrongful Arrest

We will indemnify You in respect of Your legal liability arising out of wrongful arrest, malicious prosecution, detention, imprisonment, eviction or invasion of the right of privacy of any person (not being an Employee).

### 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 design formula or specification provided by You or on Your behalf for a fee or in circumstance where a fee would normally be charged
4. professional services rendered
5. 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
6. 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
7. any liquidated damages fine or penalty
8. punitive exemplary aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages
9. any Product Supplied which is in Your custody or control

## **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. any treatment carried out by a trainee must be under the supervision of a trained and qualified operative
4. where required You must be registered with the Care Quality Commission (CQC) in accordance with the Healthcare Commissions requirements

# 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 5 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

#### 1. Barber

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

#### 2. Hairdresser

In respect of

- a. application of false eyelashes
- b. application of tooth jewellery
- c. eyebrow and eyelash plucking shaping perming dyeing and tinting
- d. cutting and shaping of nails including application of acrylic coatings
- e. ear piercing by gun and stud method
- f. tinting dyeing bleaching permanent waving or special treatment of hair
- g. use of cut throat razors
- h. use of electrical equipment such as tongs, curlers, straighteners, hairdryers
- i. use of hair clippers and trimmers
- j. washing styling cutting application of hair extensions and drying of hair

#### 3. Nail Technician

In respect of

- a. application of nail art
- b. application of nail extensions and nail coatings including varnish
- c. cutting shaping or nails
- d. manicures pedicures including paraffin wax

#### 4. Beauty Therapist

In respect of

- a. acid peels (only covered if treatment shown on the policy schedule) provided that
  - i. full written aftercare instructions are provided to the client
  - ii. glycolic and or alpha hydroxyl treatment concentrations do not exceed 40% of the solution
  - iii. an allergic reaction has not been diagnosed following fulfilment of an appropriate skin test 24 hours prior to the commencement of such treatment
- b. application of false tanning products including airbrush and spray tanning
- c. application of tooth jewellery
- d. aqua detox
- e. bleaching of superfluous hair
- f. cosmetics and nail extensions
- g. cranio sacral therapy
- h. cutting and shaping of nails applying acrylic coatings

- i. detox foot spa
- j. ear piercing using stud and gun method
- k. eyebrow and eyelash plucking shaping tinting perming and application of false eyelashes
- l. facial masks including ionisation and steaming treatments
- m. hair removal preparations other than electrolysis
- n. henna art
- o. holistic treatments including aromatherapy reflexology bowen technique reiki crystal healing stone therapy  
hopi ear candles indian head massage kinesiology
- p. infra red treatments
- q. makeup including stage makeup
- r. manicures pedicures including paraffin wax
- s. massage including sports massage acupressure manual lymphatic drainage
- t. microdermabrasion (only covered if treatment is shown on policy schedule)
- u. nose piercing (only covered if treatment is shown on policy schedule)
- v. oxygen treatment
- w. sugaring
- x. threading

#### **5. Electro-Mechanical Slimming and Toning Treatments**

In connection with the provision of electro-mechanical slimming and toning treatments provided that the Equipment

- a. is fully inspected at least annually by a qualified electrical engineer and full instructions are given to customers as to the method of safe use of the facilities
- b. is under regular supervision by a responsible trained person who shall be on the premises continuously while the equipment is in use

Electro-Mechanical Slimming and Toning Treatments include body wraps faradic treatments cathodermie galvanic treatments micro current treatments non-surgical facelift ultrasound vacuum suction

#### **6. Hair Removal by Electrolysis**

In connection with hair removal by electrolysis provided that

- a. such electrolysis equipment is inspected at least annually by a qualified electrical engineer
- b. the electrolysis equipment is operated by a trained person(s)

#### **7. Trichologist**

In respect of

- a. analysis of scalp and or hair disorders and the non-medical treatment of those maladies
- b. the use of ultra violet, infra red or high frequency to assist in the treatment
- c. the blending/mixing of proprietary brands only  
excluding any treatment involving
  - i. the piercing of the skin
  - ii. cryotherapy
  - iii. treatment of any medical ailment diagnosed by a medical practitioner which is given against such practitioners advice

Provided that

- a. You and Your Employees have appropriate qualifications from the Institute of Trichologists or Trichological Society to carry out or perform such treatment
- b. You have carried out a full investigation of contra indications before starting any treatment and should the results of such investigation indicate the existence of a previously undiagnosed medical ailment the client is recommended to consult their medical practitioner before receiving any treatment

- c. should any known or previously diagnosed medical ailment deteriorate then the client is to be recommended to consult their medical practitioner before continuing treatment

#### **8. Advanced Electrolysis**

In connection with hair removal by electrolysis provided that

- a. such electrolysis equipment is inspected at least annually by a qualified electrical engineer
- b. the electrolysis equipment is operated by a trained person(s)
- c. full written aftercare instructions are provided by You to the client
- d. that treatment in respect of the removal of mole hairs are undertaken following receipt of written approval to carry such treatment from the clients medical practitioner

#### **9. Solaria and Sun Beds**

In connection with the provision of ultra-violet or infra-red treatment facilities provided that:

- a. such equipment is inspected at least annually by a qualified electrical engineer
- b. full instructions are given to the customer as to the method of safe use of the equipment including the need to limit exposure time and where the equipment releases ultra-violet rays, the need to wear suitable eye protection and avoid the use of body lotion
- c. the equipment is under regular supervision by a responsible trained person who shall be on the premises continuously while the equipment is in use
- d. before embarking on treatment involving ultra-violet rays whether from sun-beds or solaria or other devices, customers will be asked to sign a declaration to the effect that they
  - i. are not in an advanced state of pregnancy
  - ii. they do not suffer from high/low blood pressure or any circulation disorder
  - iii. do not have any skin allergies
  - iv. are not taking tranquillisers or antibiotics or antitubercular drugs or any anti-fungal agents or any antidepressants and if they cannot sign such a declaration they will be required to produce a medical certificate stating that they are not abnormally susceptible to the effects of sun treatment.

#### **10. Additional Treatments**

In connection with the Additional Treatment(s) and person(s) specified in the Schedule

## 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 deceaseds 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 amendements 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

#### **Corporate Manslaughter and Corporate Homicide Act 2007**

We will indemnify You in respect of legal costs and expenses with Our written consent and costs awarded against You arising in connection with any criminal proceedings (including an appeal against any conviction resulting from such proceedings) as a result of a charge or investigations in connection with an offence committed or alleged to have been committed under during the Period of Insurance and in the course of the Business under Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the Channel Islands or the Isle of Man provided that

1. the Company's liability under this Extension shall be limited to a maximum amount of £1,000,000 any one occurrence and in the aggregate in any one Period of Insurance
2. this Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
3. the Company must consent to the appointment of any solicitor or counsel, acting on behalf of the Insured
4. the Insured shall immediately notify the Company of receipt of any summons or other process, served upon the Insured, which may give rise to proceedings arising from the cover under this Extension
5. before We consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by the Us shall be supplied by You.

We will not indemnify You if

- a You have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide
- b For any fines or penalties of any kind
- c Where the Insured can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide from any other source or insurance or where but for the existence of this Extension the Insured would have obtained indemnity from any other source or insurance.

#### **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

#### **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 and Products Liability Sub-Sections)

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 a 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 exception 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

# Essential Business Legal Expenses Section

## 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 the Policy

### Employee

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

### Geographical Limit

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

### Legal Costs & Expenses

1. 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
2. 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
3. Reasonable accountancy fees reasonable incurred under Insured Event 3. by the Appointed Advisor and agreed in advance by Us
4. 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
5. 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) Riles 2002
3. A court in Northern Ireland where the sum in dispute is less than £3,000

## **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 Geographical Limit

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

## **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

1. Reasonable Prospects of Success exist for a wholly successful defence throughout
2. 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

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 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

## 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 interest

the 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 from 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 on page 4 of this Policy 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.

# Loss of Income 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

### **Indemnity Period**

The period beginning with the occurrence of the Damage and ending not later than the number of months stated in the Schedule during which the results of the Business are affected as a result of the Damage

### **Gross Income**

The money paid or payable to You for goods sold and delivered and for services rendered less the cost of stock or materials

### **Additional Increased Cost of Working**

The additional expenditure necessarily and reasonably incurred with Our consent

### **Outstanding Debit Balances**

The money owed to You by Your customers at the date of the Damage taking into account

1. bad debts
2. debit and credit amounts owed and not passed through the books during the period between the last record and the date of the Damage
3. abnormal trading conditions affecting the Business
4. Your last record of amounts owed by customers

## Cover

### **Loss of Gross Income**

If Property used by You at the Premises or elsewhere as specified sustains Damage for which liability has been admitted under the Contents or Buildings Sections causing an interruption of the Business which results in loss of Gross Income We will indemnify You for

1. the amount by which the Gross Income during the Indemnity Period as a result of Damage falls short of the Gross Income which would have been received during the Indemnity Period had no Damage occurred
2. Increased Cost of Working for the sole purpose of avoiding or diminishing the reduction in Gross Income during the Indemnity Period as a result of the Damage not exceeding the sum of the amount of Gross Income thereby avoided

less any sum saved during the Indemnity Period in respect of charges or Business expenses payable out of Gross Income which cease or are reduced as a result of the Damage

3. auditors or accountants charges reasonably incurred for producing and certifying details of a claim under this Section

The total amount payable in respect of any one claim shall not exceed the Sum Insured stated in the Schedule at the time of the Damage

### **Additional Increased Cost of Working**

If Property used by You at the Premises or elsewhere as specified sustains Damage for which liability has been admitted under the Contents or Buildings Sections causing an interruption of the Business We will indemnify You for the Additional Increased Cost of Working other than any amount of Increased Cost of Working payable under Loss of Gross Income above

## Special Conditions

### Automatic Reinstatement of Loss

Unless there is written notice by Us to the contrary in the event of Damage under this Section We shall automatically reinstate the Sum Insured provided that You undertake to pay the appropriate additional premium

### Cessation of Trading

This Section shall be avoided if the Business is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the Period of Insurance unless We give Our written consent

### Accounting Adjustments

For the purposes of these definitions any adjustments implemented in current cost accounting will be disregarded

### Value Added Tax

To the extent that You are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax

### First Financial Year

In the event of Damage occurring before expiration of the first financial year of the Business the results of the Business to date of the Damage shall be used as a basis upon which to assess what the Gross Income of the Business for the first financial year would have been had the Damage not occurred

## Cover Extensions

We will also indemnify You in respect of loss as insured under this Section resulting from

### Loss of Book Debts

If Your account books or other Business books or records whilst on Your Premises or temporarily removed to any premises in Great Britain Northern Ireland the Isle of Man or the Channel Islands or in transit between them sustain Damage from any of the Contingencies insured under Contents Section of this Policy which results in Your inability to trace or establish the Outstanding Debit Balances We will pay You

1. the difference between the Outstanding Debit Balances and the total of the amounts received or traced in respect thereof
2. the additional expenditure incurred with Our consent in tracing and establishing customers debit balances after the Damage
3. auditors or accountants charges reasonably incurred for producing and certifying details of a claim under this Section

provided that if the Sum Insured stated in the Schedule is less than the Outstanding Debit Balances the amount payable shall be proportionately reduced

This Loss of Book Debts Extension does not cover loss as a result of

- a. erasure or distortion of information on computer systems or other records
- b. deliberate falsification of business records
- c. mislaying or misfiling of tapes and records
- d. the deliberate act of the public supply undertaking in restricting or withholding electricity supply
- e. wear and tear and gradual deterioration vermin rust damp or mildew
- f. dishonest or fraudulent acts by any of Your Employees

### Special Condition applicable to this Extension

You will record the total amount of Outstanding Debit Balances at least once every seven days and keep a copy



1. in a locked fire-resistant safe or cabinet at the Premises or
2. away from the Premises

The total amount payable in respect of any one claim shall not exceed the Sum Insured stated in the Schedule at the time of the Damage

#### **Prevention of Access**

Damage to property in the vicinity of the Premises caused by any of the Contingencies insured under Contents Section which prevents or hinders use of or access to the Premises

#### **Public Utilities**

Accidental failure of public supplies of electricity gas or water at the terminal ends of the utilities service feeders to the Premises

We will not indemnify You in respect of

1. accidental failure which lasts less than 30 minutes
2. a deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system
3. a scheme of rationing unless solely necessitated by accidental Damage to the supply undertakings generating or supply equipment
4. any industrial action or drought

The maximum We will pay will be £500 for each day in respect of any one failure

#### **Telecommunications**

Accidental failure of the supply of telecommunication services at the incoming line terminals or receivers at the Premises

We will not indemnify You in respect of accidental failure

1. lasting less than 24 consecutive hours
2. a deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system
3. a scheme of rationing unless solely necessitated by accidental Damage to the supply undertakings generating or supply equipment
4. any industrial action or drought or other weather conditions unless equipment has been damaged

The maximum We will pay will be

- a. £250 for each day in respect of any one failure
- b. £2,500 in respect of all failures in any one Period of Insurance

#### **Suppliers**

Damage by any of the Contingencies insured under Contents Section to Property at the premises of any of Your suppliers (other than suppliers of electricity gas water or telecommunication service) within Great Britain Northern Ireland Channel Islands or Isle of Man up to the limit of £25,000 any one Supplier unless otherwise specified in the Schedule

#### **Disease Murder and Defective Sanitation**

the occurrence of

1. an illness sustained by any person caused by food or drink poisoning attributable to food or drink supplied from the Premises

2. Acute Encephalitis Acute Poliomyelitis Anthrax Chickenpox Cholera Diphtheria Dysentery Legionellosis Legionnaires Disease Leprosy Leptospirosis Malaria Measles Meningococcal Infection Mumps Ophthalmia Neonatorum Paratyphoid Fever Plague Rabies Rubella Scarlet Fever Smallpox Tetanus Tuberculosis Typhoid Fever Viral Hepatitis Whooping Cough or Yellow Fever at the Premises
3. murder or suicide at the Premises
4. an accident which causes defects in the drains or other sanitary arrangements at the Premises
5. vermin or pests at the Premises

where use of the Premises is restricted on the advice or order of the competent authority

We will not indemnify You in respect of

- a. costs incurred in cleaning repair replacement recall or checking of property
- b. losses arising from premises other than those directly affected by the occurrence

The maximum We will pay under this extension is £25,000 or the Loss of Income Sum Insured or limit shown in the Schedule whichever is the lower in respect of the total of all losses occurring during the Period of Insurance

**Public Emergency**

the actions or advice of a government or local authority due to an emergency likely to endanger life or property in the vicinity of the Premises which prevents or hinders the use of or access to the Premises excluding

1. any incident lasting less than 12 hours
2. any period other than the actual period when access to the Premises was prevented
3. a Notifiable Human Infectious or Contagious Disease as defined in the current legislation occurring at the Premises

The maximum We will pay under this extension is £25,000 or the Loss of Income Sum Insured or limit shown in the Schedule whichever is the lower in respect of the total of all losses occurring during the Period of Insurance

# Buildings 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

## Property Insured

The Buildings at the Premises including walls gates fences yards patios terraces car parks hard standings car ports pavements piping ducting cables wires and associated control gear and accessories extending to the public mains but only to the extent of Your responsibility

## Cover

We will indemnify You in the event of Damage to the Property Insured as set out in the Schedule whilst at the Premises caused by any of the following Contingencies

### Standard Contingencies

**Fire** (including subterranean fire) lightning explosion earthquake

**Storm or Flood** but excluding Damage

1. resulting from frost subsidence ground heave or landslip
2. to moveable property in the open
3. attributable solely to change in the water table level
4. to gates and fences

**Impact** by aircraft or other aerial devices or articles dropped from them or by any vehicle train animal falling branch aerial mast or satellite dish

**Riot Civil Commotion Strikes Labour Disturbances or Malicious Persons** excluding

1. loss or damage arising from the cessation of work
2. as regards loss or damage (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
  - a. loss or damage by theft
  - b. loss or damage in respect of the buildings of any Premises which is Vacant or Disused

**Escape of Water** from any tank apparatus or pipe excluding Damage

1. to Property in any portion of the Premises which is Vacant or Disused
2. to buildings cause by frost other than to internal plumbing installations not in any outbuildings

**Theft or Attempted Theft** but excluding Damage to Property in any portion of the Premises which is Vacant or Disused

**Leakage of Fuel** from any fixed oil heating installation but excluding Damage to Property Insured in any portion of the Premises which is Vacant or Disused

**Leakage of Beverages** from storage containers pipes and apparatus but excluding Damage

1. occasioned by leakage of beverages from bottled stock
2. to Property in any portion of the Premises which is Vacant or Disused

**Accidental Damage** excluding

1. Damage caused by or resulting from
  - a. any of the Standard Contingencies in this Section
  - b. inherent vice latent defect gradual deterioration the action of light or atmosphere wear and tear faulty or defective design or materials
  - c. faulty or defective workmanship operational error or omission by You Your partners directors or Employees or contracted consultants
  - d. corrosion rust wet or dry rot shrinkage evaporation dampness dryness marring scratching vermin or insects
  - e. change in temperature colour flavour texture or finish
  - f. joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
  - g. mechanical or electrical breakdown derangement or overloading in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates  
but this shall not exclude  
Damage to surrounding property not forming part of the same machine apparatus or equipment
  - h. electrical or magnetic disturbance or erasure of electronic recordings
  - i. settling shrinkage or expansion of foundations walls floors ceilings or roof settlement or bedding down of new structures or extensions subsidence ground heave or landslip
  - j. acts of fraud or dishonesty
  - k. unexplained disappearance unexplained shortage inventory shortage misfiling or misplacing of information
  - l. You voluntarily parting with the title or possession of any Property or rights to Property
  - m. confiscation requisition seizure or destruction by order of the Government or any public authority
  - n. the solidification of molten metal (unless such Damage is directly caused by any of the Contingencies in this Section)
  - o. delay loss of market loss of use or consequential loss or damage of any kind
2. Damage to
  - a. buildings or structures caused by their own collapse or cracking unless resulting from any of the Contingencies not otherwise excluded
  - b. property or structures in the course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
  - c. fixed glass

**Optional Contingencies** (only applicable if detailed in the Schedule)

**Subsidence Ground Heave or Landslip**

Subsidence or Ground Heave of any part of the site on which the property stands or Landslip excluding

1. Damage to yards car parks roads pavement swimming pools walls gates and fences unless also affecting a building insured hereby
2. Damage caused by or consisting of
  - a. the normal settlement or bedding down of new structures
  - b. the settlement or movement of made-up ground
  - c. coastal or river erosion
  - d. defective design or workmanship or the use of defective materials
  - e. fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
3. Damage which originated prior to the inception of this cover
4. Damage that has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law

5. Damage resulting from
  - a. demolition construction structural alteration or repair of any property or
  - b. groundworks or excavation at the same premises
6. the amount of the Excess stated in the Schedule for each and every claim

#### Special Condition

Insofar as this insurance relates to Damage caused by Subsidence Ground Heave or Landslip

1. You shall notify Us immediately You become aware of any demolition groundworks excavation or construction being carried out on any adjoining site
2. We shall then have the right to vary the terms or cancel the cover

## Special Conditions

### Index Linking

The Sums Insured by this Section are subject to Index Linking

### Limit of Liability

The maximum amount payable in respect of any item insured under this Section is the Sum Insured stated in the Schedule for each item plus Index Linking

### Basis of Claims Settlement

The basis of settlement for each and every item under this Section shall be on a Reinstatement Basis

### Automatic Reinstatement of Loss

We shall in the event of Damage under this Section automatically reinstate the Sum Insured unless there is written notice by Us to the contrary provided that You undertake to pay the appropriate additional premium

### Workmen

Workmen are allowed in and about the Premises for the purpose of carrying out new works or alterations repairs decorations plant installation or general maintenance and the like without prejudice to the terms and conditions of this Policy

### Average

Each of the Sums Insured by the Property Insured of this Section are separately subject to Average

### Excess

We shall not be liable for the amount (or amounts) of the Excess stated in the Schedule for each and every claim at each separate Premises after the application of Average

## Cover Extensions

### Ground Rent

The insurance by this Section is extended to include up to 2 years ground rent if the Premises are rendered temporarily uninhabitable but only during the period necessary for reinstatement and up to a maximum of 10% of the buildings Sum Insured

### **European Union and Public Authorities**

Following Damage as insured under this Section We will pay the additional cost of reinstating the Property Insured necessary to comply with any

1. European Community Legislation
2. Act of Parliament
3. Bye-Laws of any Public Authority

We will not indemnify You in respect of

- a. costs incurred
  - i. in respect of Damage not insured by the Section
  - ii. where notice was served on You before the Damage occurred
  - iii. where an existing requirement must be completed within a stipulated period
  - iv. in respect of property or parts of the property other than foundations (unless foundations are specifically excluded) which have not suffered Damage
- b. any charge or assessment arising from capital appreciation following compliance with this legislation

The reinstatement of the property

- i. must begin and be carried out as quickly as possible
- ii. may be carried out on another site and in a manner suitable to Your needs but this must not increase Our liability

If Our liability under this Section is reduced by the application of any terms or conditions of this Policy Our liability under this Clause will be similarly reduced

The maximum We will pay under this Clause in respect of any one item is

1. 15% of the item Sum Insured
- or
2. where the Sum Insured applies to property at more than one premises 15% of the amount We would have been liable to pay if the Property Insured by the item at the Premises where Damage occurred had been completely destroyed

### **Underground Services**

We will indemnify You for accidental Damage to underground service pipes and cables at the Premises for which You are responsible as owner of the Premises

### **Damage by Emergency Services**

We will indemnify You for the cost of restoring any Damage caused to gardens for which you are responsible by the emergency services in attending the Premises as a result of the operation of any Contingency insured under this Section up to a maximum of £10,000 in any Period of Insurance

### **Capital Additions**

We will indemnify You for

1. any newly acquired buildings and /or newly erected buildings or buildings in the course of erection (excluding any property for which a building contractor is responsible) insofar as the same are not otherwise insured
2. alterations additions and improvements to the buildings but not in respect of any appreciation in value anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man provided that
  - a. at any one situation this indemnity shall not exceed 10% of the Sum Insured by this Section or £50,000 whichever is the lesser

- b. You undertake to give particulars of such Cover Extension as soon as practicable and pay any additional premium required

Following payment of such additional premium the provisos of this Cover Extension are fully reinstated

#### **Contracting Purchasers Interest**

If at the time of Damage You have contracted to sell Your interest in any Property Insured by this Section and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase (if and so far as the property is not otherwise insured against such Damage by him or on his behalf) shall be entitled to benefit under this Section without prejudice to Your and Our rights and liabilities until completion

#### **Trace and Access**

In event of Damage resulting from the Escape of Water and Leakage of Fuel Contingencies under this Section We will pay the costs necessarily and reasonably incurred in locating the source of such Damage and subsequently making good subject to Our liability under this Extension not exceeding £10,000 any one claim

## **Special Clauses**

#### **Removal of Debris**

The Sum Insured for each item includes costs and expenses You incur with Our consent for removing debris from the site of the Premises and the area immediately adjacent dismantling and/or demolishing shoring up or propping of the portion or portions of the Property sustaining Damage by any of the Contingencies

#### **Clearing of Drains**

Each of the Sums Insured by the Property Insured includes costs and expenses You incur with Our consent for cleaning clearing and/or repairing drains gutters sewers and the like at the Premises for which You are responsible in consequence of Damage by any of the Contingencies insured

#### **Fees**

Each of the Sums Insured by the Property Insured includes costs and expenses You incur with Our consent for Architects Surveyors Legal and Consulting Engineers Fees necessarily incurred in the reinstatement or repair of the Property Insured consequent upon its Damage but not for preparing any claim

# Terrorism 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

### **Act of Terrorism**

Act of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any government de jure or de facto

### **Denial of Service Attack**

Any actions or instruction constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems

This includes but is not limited to the generation of excess traffic into the network addresses the exploitation system or network weaknesses and generation of excess or non genuine traffic between or amongst networks

### **Excess**

The amount or amounts shown in the Schedule which We shall deduct from each and every claim to each separate location

You will repay any such amount paid by Us

### **Hacking**

Unauthorised access to any computer or other equipment component system or item which processes stores or retrieves data whether the property of You or not

### **Head/Heads of Cover**

Any of the following types of direct insurance cover

1. Buildings and completed structures
2. Contents and other Property insured hereunder
3. Loss of Income
4. Book Debts

all as insured hereunder

### **Private Individual**

Any person other than

1. A company association or partnership
2. A trustee or body of trustees where insurance is arranged under the terms of a trust
3. A person who owns Residential Property for the purpose of their business as a sole trader
4. A person who owns Residential Property of which in excess of 20 per cent of the property is commercially occupied

Note

- a. where the Residential Property is occupied by a trustee or a sole trader as a private residence and where the property is not a block of flats each will be deemed to be a Private Individual in respect of that same property and



- b. where two or more persons have arranged insurance on Residential Property in their several names and/or the name of the Policyholder includes the name of a bank or a building society or other financial institution for the purpose of noting their interest in the Property Insured they will be deemed to be a Private Individual in respect of that Property

### **Residential Property**

1. Private dwelling houses and flats
2. Household goods and personal effects

### **Treasury**

The Lords Commissioners of Her Majestys Treasury from time to time or any successor relevant authority

### **Virus or Similar Mechanism**

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

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

## **Cover**

We will indemnify You in respect of all losses arising under any Head of Cover resulting from loss or destruction of or damage to Property Insured under this Policy directly caused by an Act of Terrorism occurring during the Period of Insurance at the Premises but only in England Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Channel Islands or the Isle of Man

The maximum We will pay under this Section in any one Period of Insurance will not exceed the Limit of Liability or Sum Insured for each of the Heads of Cover specified in the Section of this Policy where the Head of Cover is otherwise insured

## **Exceptions**

The following exceptions apply to this Section

We will not indemnify You in respect of any losses arising under any Head of Cover directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from

1. damage to any computer or other equipment component system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information programs or software) and whether Your property or not where such damage is caused by Virus or Similar Mechanism Hacking or Denial of Service Attack
2. riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

We will not indemnify You in respect of losses arising under any Head of Cover as a result of loss or destruction of or damage to Residential Property insured in the name of a Private individual

## **Special Conditions**

The following Special Conditions apply to the Section

1. The insurance provided by this Section is subject to all the Definitions Conditions Exceptions Clauses Endorsements and Conditions Precedent of the Sections of this Policy where the Head of Cover is otherwise insured together with the Policy Definitions Exceptions Conditions Precedent and Policy Conditions except

- a. any which provide for adjustments of premium
  - b. any aggregate limit on the amount borne by You as a result of the operation of an Excess
  - c. any provision for the automatic reinstatement of Sums Insured
  - d. any long term undertaking
- and providing that if there is conflict between this Section and the rest of the Policy this Section shall prevail
2. We will not indemnify You under this Section unless and until
    - a. The Treasury issues a certificate certifying that any loss was caused by an Act of Terrorism as defined in this Section  
or in the event of The Treasury refusing to issue such a certificate
    - b. a tribunal formed by agreement between Us and Pool Reinsurance Company Limited decides that the cause of such loss was an Act of Terrorism as defined by this Section
  3. We may cancel the cover provided by this Terrorism Section
    - a. by sending You 30 days written notice to Your last known address We will refund a proportionate part of any premium paid for the unexpired period  
or
    - b. immediately if the premium has not been paid or if there has been a default under an instalment or linked credit agreement We will not refund any instalment paid
  4. In any action or suit or proceedings where We allege that any loss is not covered by this Section the burden of proving that such loss is covered shall be upon You

## Conditions Precedent

It is a Condition Precedent to Our liability that

1. You must declare to Us all property and/or premises owned by You or for which You are responsible including all such property and/or premises of subsidiary companies unless it is the practise of any subsidiary company to effect its own insurance
2. You must purchase Terrorism insurance from a Pool Reinsurance Company Limited member company in respect of all such property and/or premises

# 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 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

- 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:
  - the total benefit payable to You shall not exceed 100% of the sum insured as the result of any one Bodily Injury.
  - any existing disability will be taken into account in assessing benefits payable in respect of any subsequent Bodily Injury.
- 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

# Endorsements

These Endorsements are operative only if confirmed in the Schedule

## Endorsement: Intruder Alarm Condition

### Definitions

#### Intruder Alarm System

The component parts including the means of communication used to transmit signals

#### Alarmed Premises

The Premises or those portions of the Premises protected by the Intruder Alarm System

#### Responsible Person

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

#### Keyholder

You or any person or keyholding company You authorise who is available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System attend and allow access to the Premises

It is a condition precedent to liability in respect of Theft or Attempted Theft or Loss of Money under this Policy that in respect of loss or damage following entry or attempted entry into or exit from the Premises by forcible and violent means

1. the Premises are protected by an Intruder Alarm System installed as agreed with Us
2. the Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the intruder alarm installers or other installers/engineers as agreed with Us
3. no alteration to or substitution of
  - a. any part of the Intruder Alarm System
  - b. the procedures agreed with Us for Police or any other response to any activation of the Intruder Alarm System
  - c. the maintenance contractbe made without Our written agreement
4. the Alarmed Premises shall not be left without at least one Responsible Person therein without Our agreement
  - a. unless the Intruder Alarm System is set in its entirety with the means of communication used to transmit signals in full operation
  - b. if the Police have withdrawn their response to alarm calls
5. all keys to the Intruder Alarm System are removed from the Premises when they are left unattended
6. You maintain secrecy of codes for the operation of the Intruder Alarm System and no details of same are left on the Premises
7. You shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the alarm company and/or Police Authorities
8. in the event of notification of any activation of the Intruder Alarm System or interruption of the means of communication during any period that the Intruder Alarm System is set a Keyholder shall attend the Premises as soon as reasonably possible
9. in the event that You receive any notification
  - a. that Police attendance in response to alarm signals/call from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
  - b. from a local authority or magistrate imposing any requirement for abatement of nuisance

- c. that the Intruder Alarm System cannot be returned to or maintained in full working order  
You shall advise Us as soon as possible and in any event not later than 10.00 am on Our next working day  
and comply with any subsequent requirements stipulated by Us

### **Endorsement: Security Level 2**

It is a condition precedent to liability in respect of Damage caused by the Contents Section Standard Contingency Theft or Attempted Theft and in respect of loss of Money under the Loss of Money Section of this Policy that within 30 days from the date the cover inception or renewed at the specified Premises unless otherwise agreed by Us in writing that the following protections be fitted **in addition to the Minimum Standards of Protections – Security Level 1**

A Grade 2B intruder alarm system installed by a company on the approved roll of NACOSS Gold or the SSAIB register of installers incorporating

1. contacts on all external doors and trap and / or internal movement detectors to detect movement by intruders in all principle areas of the Premises
2. signaling by audible means and digital communicator with remote signaling to alarm receiving centre with line fault monitoring from the protected premises
3. qualifies for Level 1 Police response

**or**

1. all external doors to be
  - a. steel sheeted or
  - b. additionally protected by proprietary metal roller shutter doors with cylinder profile lock welded to the shutter channel on each side one metre from ground level
2. all accessible windows to be barred grilled or protected by proprietary metal roller shutters or lockable expanded metal steel gates or weld mesh grilles

### **Endorsement: Security Level 3**

It is a condition precedent to liability in respect of Damage caused by the Contents Section Standard Contingency Theft or Attempted Theft and in respect of loss of Money under the Loss of Money Section of this Policy unless otherwise agreed by Us in writing that the following protections be fitted **in addition to the Minimum Standards of Protections – Security Level 1**

A Grade 3C alarm system installed by a company on the approved roll of NACOSS Gold or the SSAIB register of installers incorporating

1. contacts on all external doors and internal movement detectors to detect movement by intruders in all principle areas of the Premises
2. confirmed activation by means of sequential activation of detectors.
3. signalling by BT RedCare GSM or DualCom GPRS

and qualifies for Level 1 Police response

### **Endorsement: Work Away Extension**

Cover provided by the Legal Liabilities Section extends to apply whilst You and/or any of Your Employees are engaged in work in connection with the Business anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man (except any premises owned or occupied by You not being the Premises insured hereunder) excluding the amount of the Excess shown in the Schedule in respect of Damage to Property



## Endorsement: Personal Accident For Hands

### 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:-

- (i) In the event of Total Loss of Limbs the maximum Sum 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
- (ii) The maximum Sum Insured payable in respect of the loss of one hand shall be £10,000
- (iii) 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



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## Salon Gold Policy

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**Henry Seymour & Co (Barkdene Ltd)**

Seymour House  
223 Wickham Road  
Croydon  
Surrey CR0 8TG

**Telephone** 020 8655 0444

**Email** [customerservice@salongold.co.uk](mailto:customerservice@salongold.co.uk)

[www.salongold.co.uk](http://www.salongold.co.uk)