Fitness Gold Holistic & Wellbeing Policy

Policy Information

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

This Policy consists of:

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

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

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

Our Promise to You

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

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

If You wish to terminate the cover at any other time please contact Fitness Gold (Henry Seymour & Co), who arranged the insurance for you. We will give You a pro rata refund for the remaining portion of the Period of Insurance after the effective date of cancellation, provided You have not made a claim under the Policy.

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 **Fitness Gold (Henry Seymour & Co) on 0208 655 0444**

You may also contact **Hiscox Insurance Company Limited** who provide Our claims service and are authorised to handle and settle claims on Our behalf

Email: propertyclaims@hiscox.com for loss of, or damage to, your own property or liabilityclaims@hiscox.com for claims made against you by third parties.

Telephone: 01206 773 899 (select option one or two as appropriate), 8:30am to 5:30pm Monday to Friday.

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 - **0330 303 1955** or visit www.arag.co.uk/newclaims

Claims Co-operation

You and the Person-Insured must 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 under the Policy unless You co-operate with Us and/or Our representatives in the investigation of the claim.

The Contract of Insurance and the Underwriters

This Policy is underwritten by Hiscox Underwriting Ltd on behalf of Hiscox Insurance Company Limited. The Legal Expenses section is underwritten by HDI Global Specialty SE and administered under a binding authority agreement by ARAG plc, and is administered by Fitness 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.

This policy is underwritten by

Legal Expenses Section	HDI Global Specialty SE authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime are available on the Financial Conduct Authority's website. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany (FRN: 695331). 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	Hiscox Underwriting Ltd on behalf of Hiscox Insurance Company Ltd. Hiscox Insurance Company Ltd (FCA Register number 113849) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Registration Authority

Signed for and on behalf of the Underwriters

Dean Laming Managing Director – Fitness Gold

Fitness Gold is a product of Henry Seymour & Co

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

Registered Office: Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB

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 Fitness 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 Fitness 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
Hiscox Underwriting Ltd on behalf of Hiscox Insurance Company Ltd. Hiscox Insurance Company Ltd (FCA Register number 113849) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Registration Authority
ARAG plc FCA Register Number 452369 authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority
You can check this information on The Financial Conduct Authority register by visiting the FCA's website www.fca.gov.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation Authority can be found at www.bankofengland.co.uk/pra

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 provide a fair presentation of the risk and must take care when answering any questions We ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which You (including Your senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.

If We establish that You deliberately or recklessly failed to provide Us with a fair presentation, We will treat Your Policy as if it never existed and decline all claims. We will not return premium already paid by You in this situation.

If We establish that You failed to provide a fair presentation, but where You were not deliberate or reckless in doing so, it can adversely affect Your Policy and any claim, as set out below.

Where We would 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

Where We would not have accepted the risk at all, 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.

If We would have written the risk on different terms (other than as to premium) if it had been fairly presented, We will amend the Policy to include these terms as if they were in place from the start of the Period of Insurance. This could result in Us not paying a claim, reducing the amount We pay, or requiring You to repay any payment We have already made and claim.. 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; or
4. cancel the Policy.

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

How to Complain

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

Fitness Gold (Henry Seymour & Co)
Chancery House
St Nicholas Way
Sutton
Surrey
SM1 1JB

After this action if You are still not satisfied with the way a complaint has been dealt with and the claim is in relation to the ARAG/Legal section only, You may contact ARAG directly. ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to Our Customer Relations Department who will arrange to have it reviewed at the appropriate level. We can be reached in the following ways:

Telephone: 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).
Email: customerrelations@arag.co.uk
Post: ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.

Where the claim is in relation to any other cover, You may in certain circumstances contact the Customer Relations department at Hiscox at the following address
Hiscox Customer Relations
The Hiscox Building
Pessholme Green
York YO1 7PR
Tel No: +44 (0) 800 116 4627 or +44 (0) 1904 681 198
E-mail: customer.relations@hiscox.com

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

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

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

Important Information

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

Display of Certificates

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

Retention of Certificates

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

Privacy Notice

ABOUT US

We, Henry Seymour & Co (trading name of Barkdene Ltd) also referred to as "we", "us", or "our" area registered company in England (Company no. 1842617. Our registered address is Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB. We are an independent insurance broker, authorised and regulated by the Financial Conduct Authority under registration number 303965.

The PURPOSE OF THIS NOTICE

This Notice is designed to help you understand what kind of information we collect in connection with our products and services and how we will process and use this information. In the course of providing you with products and services we will collect and process information that is commonly known as personal data.

This Notice describes how we collect, use, share, retain and safeguard personal data.

This Notice sets out your individual rights; we explain these later in the Notice but in summary these rights include your right to know what data is held about you, how this data is processed and how you can place restrictions on the use of your data.

WHAT IS PERSONAL DATA?

Personal data is information relating to an identified or identifiable natural person. Examples include an individual's name, age, address, date of birth, their gender and contact details.

Personal data may contain information which is known as special categories of personal data. This may be information relating to an individual's health, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic and biometric data, or data relating to or sexual orientation.

Personal data may also contain data relating to criminal convictions and offences.

For the purposes of safeguarding and processing criminal conviction and offence data responsibly, this data is treated in the same manner as special categories of personal data, where we are legally required to comply with specific data processing requirements.

PERSONAL DATA WE COLLECT

In order for us to provide and administer insurance for you we will collect and process personal data about you. We will also collect your personal data where you request information about our services, customer events, promotions and campaigns.

We may also need to collect personal data relating to others in order to provide and administer insurance. In most circumstances, you will provide us with this information. Where you disclose the personal data of others, you must ensure you are entitled to do so.

You may provide us with personal data when completing online quote or contact forms, when you contact us via the telephone, when writing to us directly or where we provide you with paper based forms for completion or we complete a form in conjunction with you.

We will share your personal data within our firm and with business partners. This is normal practice within the insurance industry where it is necessary to share information in order to place, quantify and underwrite risks, to assess overall risk exposure and to process claims. It is also necessary to determine the premium payable and to administer our business.

We also share personal data with authorised third parties, this is necessary where we are required to do so by law, where we need to administer our business, to quote for, source, place and administer your insurances (including arranging insurance premium finance) to perform underwriting activities and to process claims. Some examples follow:

-Insurers;
-Underwriters;
-Premium finance providers;
-Credit reference agencies;
-Debt recovery agencies;
-Claims handling companies;
-Loss adjusters;
-Insurance brokers;
-Reinsurers;
-Regulators.

We will collect your personal data when you visit our website, where we will collect your unique online electronic identifier; this is commonly known as an IP address.

We will also collect electronic personal data when you first visit our website where we will place a small text file that is commonly known as a cookie on your computer. Cookies are used to identify visitors and to simplify accessibility, and to monitor visitor behaviour when viewing website content, navigating our website and when using features. For more information please see our Cookie Policy.

We may record your communications with us when contacting our customer care, complaints and other customer focused functions. We also collect personal data through the use of telematics or similar locational tracking services, where you have agreed to the use of this particular service.

Where we collect data directly from you, we are considered to be the controller of that data i.e. we are the data controller. Where we use third parties to process your data, these parties are known as processors of your personal data. Where there are other parties involved in underwriting or administering your insurance they may also process your data in which circumstance we will be a joint data controller of your personal data.

A data ‘controller’ means the individual or organisation which, alone or jointly with others, determines the purposes and means of the processing of personal data.

A data ‘processor’ means the individual or organisation which processes personal data on behalf of the controller.

As a provider of insurance services, we will process the following categories of data:

- Personal data such as an individual’s name, address, date of birth, gender, contact details and details of historic claims
- Special categories of personal data such as health and details on historic claims resulting in injury (physical and physiological)
- Data relating to criminal convictions and offences such as details of driving offences or insurance fraud

If you object to the collection, sharing and use of your personal data we may be unable to provide you with our products and services.

For the purposes of meeting the Data Protection Act 2018 territorial scope requirements, the United Kingdom is identified as the named territory where the processing of personal data takes place.

If you require more information about our insurance processes or further details on how we collect personal data and with whom we share data with, please contact our data privacy representative by e-mailing info@henryseymour.co.uk

WHY DO WE NEED YOUR PERSONAL DATA?

We will use your personal data for the performance of our contract with you, to quote for and provide you with insurance products and services, to process claims and renewals, to administer your policy and our business, to respond to any requests from you about services we provide and to process complaints. We will also use your personal data to manage your account, perform statistical analysis on the data we collect, for financial planning and business forecasting purposes and to develop new and market existing products and services

We will use the special category and criminal conviction data we collect about you for the performance of our contract with you which is deemed to be necessary for reasons of substantial public interest. This allows us to quote for and provide you with insurance products and services, to process claims and renewals and to administer your policy

In purchasing our products and services you should understand that you are forming a contract with us. If you contact us for a quote or request details on the services we provide, we consider ourselves as having a legitimate business interest to provide you with further information about our services.

In some situations we may request your consent to market our products and services to you, to share your data or to transfer your data outside the European Economic Area. Where we require consent, your rights and what you are consenting to will be clearly communicated to you. Where you provide consent, you can withdraw this at any time by contacting our *data privacy representative*

We will retain your personal data at the end of any contractual agreement for a period of 6 years. We will retain special category and criminal conviction data for a period of 6 years. Where you have submitted a claim, we will retain your data for a period of 6 years after the end of the policy if it is a non-injury claim; where an individual has been injured (physical and physiological), we will retain your data for 6 years after the end of the policy. Where you have requested a quote, we will retain your personal data for 3 years, where you have contacted us for details of our services and products, we will retain your personal data for 3 years. Where you make a complaint we will retain the data for 6 years after the end of the policy. Where you or law enforcement agencies inform us about any active investigation or potential criminal prosecution, we will comply with legal requirements when retaining this data.

The retaining of data is necessary where required for contractual, legal or regulatory purposes or for our legitimate business interests for statistical analysis (profiling) and product development and marketing purposes.

Sometimes we may need to retain your data for longer, for example if we are representing you or defending ourselves in a legal dispute or as required by law or where evidence exists that a future claim may occur.

You should be aware that we use automated decision making (services/tools and techniques) to check for customer suitability to our products, for example we might perform a credit search to check an individual's solvency and credit rating. We also analyse data to identify products and services that customers may be interested in, this is commonly known as profiling. You have the right to object to the use of profiling activities and the use of automated decision making (services/tools and techniques).

Please contact our data privacy representative if you object to the use of, or you have any questions relating to the use of, your data, the retention of your personal data or the use of profiling and automated decision making services/tools and techniques. You can opt out of receiving marketing services by e-mailing optout@henryseymour.co.uk

YOUR RIGHTS

Individuals are provided with legal rights governing the use of their personal data. These grant individuals the right to understand what personal data relating to them is held, for what purpose, how it is collected and used, with whom it is shared, where it is located, to object to its processing, to have the data corrected if inaccurate, to take copies of the data and to place restrictions on its processing. Individuals can also request the deletion of their personal data. These rights are known as Individual Rights under the Data Protection Act 2018. The following list details these rights:

-The **right to be informed** about the personal data being processed;
-The **right of access** to your personal data;
-The **right to object** to the processing of your personal data;
-The **right to restrict** the processing of your personal data;
-The **right to rectification** of your personal data;
-The **right to erasure** of your personal data;
-The **right to data portability** (to receive an electronic copy of your personal data);
-Rights relating to automated decision making including profiling.

Individuals can exercise their Individual Rights at any time. As mandated by law we will not charge a fee to process these requests, however if your request is considered to be repetitive, wholly unfounded and/or excessive, we are entitled to charge a reasonable administration fee.

In exercising your Individual Rights, you should understand that in some situations we may be unable to fully meet your request, for example if you make a request for us to delete all your personal data, we may be required to retain some data for taxation, prevention of crime and for regulatory and other statutory purposes.

You should understand that when exercising your rights, a substantial public or vital interest may take precedence over any request you make. In addition, where these interests apply, we are required by law to grant access to this data for law enforcement, legal and/or health related matters.

The flow of data within the insurance sector is complex and we ask you to keep this in mind when exercising your 'rights of access' to your information. Where we may be reliant on other organisations to help satisfy your request this may impact on timescales.

If you require further information on your Individual Rights or you wish to exercise your Individual Rights, please contact **our** data privacy representative by e-mailing info@henryseymour.co.uk or by writing to us at Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB.

PROTECTING YOUR DATA

We will take all appropriate technical and organisational steps to protect the confidentiality, integrity, availability and authenticity of your data, including when sharing your data within our firm and authorised third parties.

DATA PRIVACY REPRESENTATIVE

To ensure data privacy and protection has appropriate focus within our organisation we have a Data Privacy Representative who reports to our senior management team. The Data Privacy Representative's contact details are: Linda Plows, Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JBor datarequest@henryseymour.co.uk

COMPLAINTS

If you are dissatisfied with any aspect of the way in which we process your personal data please contact data privacy representative. You also have the right to complain to the UK's data protection supervisory authority, the Information Commissioner's Office(ICO). The ICO may be contacted via its website which is https://ico.org.uk/concerns/, by live chat or by calling their helpline on 0303 123 1113.

HOW TO CONTACT US

If you have any questions regarding this Notice, the use of your data and your Individual Rights please contact **our** data privacy representative at Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB or by e-mailing datarequest@henryseymour.co.uk or by telephoning 0208 655 0444

FURTHER INFORMATION ON THE UNDERWRITER

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as data controller of Your personal information will be listed in the documentation We provide to You. If You are unsure You can also contact Us at any time by telephoning 01904 681198 or by emailing us at dataprotectionofficer@Hiscox.com. We collect and process information about You in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing Your information with, and obtaining information from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisers, Our regulaotrs or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service We provide.

For further information on how Your information is used and Your rights in relation to your information, please see Our privacy policy at www.hiscox.co.uk/cookies-privacy

HOW WE USE YOUR INFORMATION (LEGAL EXPENSES SECTION ONLY)

This is a summary of how ARAG, on behalf of the Insurer, collect, use, share and store personal information. To view our full privacy statement, please see our website www.arag.co.uk The insurer's full privacy notice may be found at the following link: https://www.hdi-specialty.com/int/en/legals/privacy

COLLECTING PERSONAL INFORMATION

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement. We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

USING PERSONAL OR SENSITIVE INFORMATION

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations. We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

KEEPING PERSONAL INFORMATION

We shall not keep personal information for any longer than necessary.

YOUR RIGHTS

Any person insured by this policy has a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when we will not be able to delete personal data, please refer to our full privacy statement.

The insurer's full privacy notice may be found at the following link: https://www.hdi-specialty.com/int/en/legals/privacy

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General Definitions

Each time We use one of the words or phrases listed below it will have the same meaning wherever it appears in Your Policy unless We state otherwise.

A defined word or phrase will start with a capital letter each time it appears in the Policy, except for headings and titles.

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

We/Us/Our

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

You/Your/Policyholder

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

Business

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

Policy

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

Act of Terrorism

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 includes any action taken in controlling, preventing, suppressing, responding or in any way relating to any act of terrorism.

Communicable Disease

Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.

Damage

Accidental loss, destruction or damage.

Employee

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

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

10. at Your request outworkers or home workers employed under contracts to execute personally any work in connection with the Business.

Excess

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

Government Action

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.

Hacking

Unauthorised access to any computer or other equipment, component, system or item which processes, stores, transmits or receives data, whether Your property or not.

Injury

Bodily injury including death, illness or disease.

Limit of Liability

The Limit of Liability stated in the Schedule.

Period of Insurance

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

Premises

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

Property

Material property.

Schedule

The Schedule for the time being in force.

Statement of Fact

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

Sum Insured

The Sum Insured stated in the Schedule.

Terrorism

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; or
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.

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 note. The definition of Virus or Similar Mechanism includes but is not limited to Trojan horses, worms, and logic bombs.

War

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

General Conditions

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

Average

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

Cancellation

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

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

Choice of Law and Jurisdiction

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

Claims Procedure

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

1. provide written notice to Us immediately You have knowledge of any event, occurrence, prosecution, inquest or inquiry which may result in a claim, regardless of Excess, and pass to Us immediately on receipt every letter, claim, writ, summons and process in connection with any claim;
2. notify the police immediately of Damage caused by malicious persons or thieves;
3. at Your expense provide Us with a written claim containing as much information as possible of the accident, Damage or Injury, including the amount of the claim within:
    a. 30 days of Your becoming aware of the event or occurrence; or
    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 persons,

    or such further time that We may allow;
4. provide Us with all information and help We require in respect of the claim;
5. pass to Us unanswered immediately all communications from third parties in relation to any event which may result in a claim under this Policy;
6. not admit or repudiate liability, nor offer to settle, compromise or make payment which may result in a claim, or pay any claim under this Policy without Our written agreement;
7. carry out or permit to be taken any action which may be reasonably practicable to prevent or minimise loss and/or interruption of the Business and to prevent further accident Damage or Injury;
8. allow Us at any time and at Our discretion if Damage occurs which may lead to a claim to:
    a. enter or take possession of the Premises;
    b. take possession of or require to be delivered to Us Property Insured which We will deal with in a reasonable manner; and
    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 claim,

    without incurring liability or reducing Our rights;
9. for cover under the Legal Liabilities Section:
    a. comply with Our requirements; and
    b. not hinder or obstruct Us;

10. not to abandon Property to Us

Change of Risk

We shall not indemnify You under this Policy if

1. there has been any material change to the risk after the commencement of this insurance whereby the risk of Damage or Injury is increased, unless You have told Us about the change and We have agreed to continue to provide cover; 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. makes a composition or arrangement with creditors;
    b. has a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986;
    c. has an application made under the Insolvency Act 1986 to the court for the appointment of an administrator;
    d. has 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; or
    e. has an administrative or receiver as defined in the Insolvency Act 1986 appointed or has 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

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

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

Fraud

If a claim made by You or anyone acting on Your behalf to obtain a benefit under this Policy is in any respect fraudulent, uses fraudulent means or devices, is intentionally exaggerated or if a false declaration or statement is made in support of a claim, we can:

1. refuse to make any payment in respect of the fraudulent claim;
2. serve a notice to terminate the Policy with effect from the date of the fraudulent claim;
3. require You to repay any payments made in respect of any claim made after the date of the fraudulent claim, even if the later claim is genuine; and
4. retail all premium payments made by You.

We may also informthe Police, which may result in prosecution, or inform any other organisations, including anti-fraud databases.

Interest Clause

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

Reasonable Care

You must:

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

We will not make any payment under the Policy for loss, damage or liability arising whilst these conditions are not being complied with unless You can show the failure to comply could not have increased the risk of the loss, damage or liability occurring.

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; and
4. information,

which We require

We will not be required 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

We shall not be deemed to provide cover and We shall not 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 Us 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.

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.

General Exceptions

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

This Policy does not cover

Nuclear Risks

Damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by, contributed to by, resulting from or in connection with:

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the the combustion of nuclear fuel; or
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; and
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, contributed to by, resulting from or in connection with any;
   a. War Government Action or Terrorism; or
   b. civil commotion in Northern Ireland; or
2. legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by, contributed to by, resulting from or in connection with any War, Government Action or Terrorism, except to the extent stated in the Liability Provisions.

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

Liability Provisions

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

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

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

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

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

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; or
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

Sonic Bangs

Loss, destruction or Damage or any consequential loss occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Terrorism Exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by**,** contributed to 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.

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

If We allege that by reason of this exclusion, any loss, Damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon You.

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 directly or indirectly caused by, contributed to by, resulting from or in connection with:

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 E-Activities.

For the purpose of this Exclusion E-activities means any use of electronic networks including the internet and private networks intranets extranets electronic mail worldwide web and similar medium carried out by you or by any person persons partnership firm or company acting for You or on Your behalf.

Legal Liabilities Section

Section Definitions

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

Asbestos

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

Costs and Expenses

Costs and Expenses shall be deemed to mean:

1. costs and expenses of claimants for which You are legally liable and which may be the subject of indemnity under this Section;
2. other costs and expenses incurred with Our written consent in respect of any claim which may be the subject of indemnity under this Section; or
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; or
   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 or a repeated act or omission which results during the Period of Insurance in Injury or Damage to Property. All Events or series of Events consequent on one cause shall be regarded as one Event for the purposes of this Policy.

Limit of Indemnity

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

Offshore

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

Product Supplied

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

Territorial Limits

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

Employers Liability Sub-Section

Cover

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

Limit of Indemnity

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

Right of Recovery

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

Extensions to this Sub-Section

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

Unsatisfied Court Judgments

This Sub-Section extends to include the following

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

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

Injuries to Working Partners

In respect of any 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, proprietor or Employee 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; and
3. the injured working partner or proprietor has a valid right of action in negligence against the working partner, proprietor or Employee responsible for such Injury.

Exceptions to this Sub-Section

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

Vehicles

We will not provide indemnity in respect of any legal liability for which compulsory motor insurance or security is required in accordance with any road traffic legislation within the European Union, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar.

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; and
3. accidental nuisance or trespass obstruction loss of amenities or interference with any right of way light air or water,

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

Limit of Indemnity

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

Extensions to this Sub-Section

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

Contingent Motor Liability

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

1. in respect of Damage to the vehicle or to any property conveyed therein;
2. whilst the vehicle is being driven by You or any person with Your general consent who to Your knowledge or anyone on Your behalf does not hold a licence to drive such vehicle, unless such person has held and is not disqualified from holding or obtaining such a licence;
3. in respect of which You are entitled to indemnity under any other insurance; or
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 2018

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 article 82 of the General Data Protection Regulation or Section 168 or 169 of the Data Protection Act 2018, 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 Regulation or the Act; and
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; or
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; and
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; or
    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; or
3. in Your custody or control for the purposes of being worked upon.

Overseas Personal Liability

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

The indemnity will not apply to legal liability:

1. arising out of the ownership or occupation of land or buildings; or
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; or
2. the first £500 in respect of any claim caused otherwise than by fire or explosion.

Exceptions to this Sub-Section

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

We will not indemnify You against legal liability in respect of

1. Injury to any Employee;
2. loss of or Damage to Property belonging to You, held in trust by You or in Your custody or control or which is leased, let, rented, hired or lent to You;
3. the costs of remedying any defect or alleged defect in land or premises sold or disposed of by You or for any reduction in value thereof;
4. the ownership, possession or use by You or on Your behalf of any mechanically propelled motor vehicles or mobile plant:
   a. which is licenced for road use;
   b. for which compulsory motor insurance or security is required; or
   c. which is more specifically insured.

   Provided always that this exception will not apply in respect of:
   i. liability arising during the act of loading or unloading any mechanically propelled motor vehicle or mobile plant or the bringing to or the taking away of a load from such vehicle; or
   ii. the authorised movement on Your Premises of any mechanically propelled motor vehicle or mobile plant,

   unless more specifically insured or unless complusory motor insurance or security is required;
5. the ownership, possession or use by You or on Your behalf of any craft designed to travel through air or space, hovercraft or waterborne vessels other than hand propelled watercraft or mecanically propelled garden implements used within the grounds of Your Premises;
6. any advice, treatment or operation, design, formula, specification, inspection, instruction, consultancy, dispensing certification or testing performed or provided by You or on Your behalf;
7. the Excess shown in the Schedule in respect of each and every claim for Damage to Property;
8. liability arising out of any 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; or
   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, fines or penalty;
10. punitive, exemplary, aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages; or
11. hiring out of any equipment.

Special Conditions to this Sub Section

1. In connection with claims arising from infectious diseases, You must ensure 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; and
3. trainees must be supervised at all times; and
4. all equipment and products for the performance of Treatments must be used in accordance with the manufacturer's instructions; and
5. all electrical equipment must be inspected and at least annually by a qualified electrical engineer.

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; and
2. accidental loss of or Damage to Property

and occurring during the Period of Insurance within the Territorial Limits in connection with the Business and caused by any Product Supplied.

Limit of Indemnity

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

Extensions to this Sub-Section

The following 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; and
2. We will not indemnify You in respect of:
    a. fines or penalties;
    b. costs and expenses insured by any other policy; or
    c. proceedings consequent upon any deliberate management decision act or omission of management.

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

Exceptions to this Sub-Section

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

We will not indemnify You against legal liability in respect of:

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

7. punitive, exemplary, aggravated or restitutionary damages or any additional damages resulting from the mulitplication of compensatory damages;
8. any Product Supplied which is in Your custody or control; or
9. hiring out of any equipment.

Special Conditions to this Sub Section

1. In connection with claims arising from infectious diseases it is a condition 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; and
   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; and
4. where required, You must be registered with the Commission for Healthcare Audit and Inspection (CHAI) in accordance with the Healthcare Commission's requirements.

Extensions applicable to Legal Liabilities Section

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

Additional Persons Insured

We will indemnify:

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

Provided that

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

Compensation for Court Attendance

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

Contractual Liability and Indemnity to Principal

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

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

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

Cross Liabilities

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

Financial Loss

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

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

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

For the purpose of this extension, Financial loss means:

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

Exceptions

The indemnity provided by this extension shall not apply to:

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

Special provision

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

Health and Safety at Work Costs

We will indemnify You and at Your request any director, partner or Employee in respect of legal costs and expenses incurred 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 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; or
    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; or
4. the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

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

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

We will not indemnify You in respect of Pollution or Contamination:

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

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

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

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

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

Liability under Contract or Agreement

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

Malpractice Section

Section Definitions

You

1. The individual, partnership, corporation, institution or such other entity named in the Schedule which has legal capacity;
2. any person who is, has been or may become during the period specified in the Schedule, a principal, partner,director,a member of any ethics committee, employee or volunteer of the Assured named in the Schedule, but only in respect of Claims arising from work undertaken on behalf of the Assured; or
3. the personal representatives of the estate of any person who would otherwise be indemnified under this section of the Policy

Claim

Any event or series of events arising from one originating cause or a repeated act or omission and for which the Assured is required to give notice to Underwriters in accordance with Section Condition 2

Defence Costs

All costs,fees and expenses (including representation at Coroners Inquest) incurred in the defence or settlement of any Claim.

Good Samaritan Act

Treatment administered at the scene of a medical emergency,accident or disaster by the Assured who is present either by chance, or in response to a S.O.S call following a disaster.

Products

Any solid,liquid or gaseous substance or component part thereof.

Cover

We will indemnify You for Claims made against You during the Period of Insurance against all sums which You shall become legally liable to pay as damages in accordance with the law of any country, arising out of

1. any bodily injury,mental injury,illness,disease or death of any patient caused by any negligent act, error or omission committed by the Assured in or about the conduct of the Assured's occupation or business stated in the Schedule; or
2. Good Samaritan Acts,

(hereinafter referred to as "Malpractice")

We will also pay all Defence Costs incurred with our consent, such consent not being unreasonably withheld, in connection with any Claim which falls within this Policy,provided that the total amount payable in respect of damages and Defence Costs shall not exceed the Limit of Indemnity as stated in the Schedule

It is further provided that We shall not be obligated to pay any Claim, judgement,award,Defence Costs, or to undertake or continue the defence of any suit or proceeding after the Limit of Indemnity has been exhausted by payment or agreement to pay any Claim,judgement,award,settlement and Defence Costs,or after deposit of the applicable Limit of Indemnity in a court of competent jurisdiction, and that in such a case We shall have the right to withdraw from the further defence thereof by tendering control of said defence to You, subject however to any reinstatement conditions which may be endorsed to this Policy.

Provided always that:

1. such Malpractice results in a Claim being first made against You during the Period of Insurance and of which notice has been given in accordance with Section Condition 2; and

2. we will not provide cover for any Claim made against You for Malpractice committed prior to the retroactive date specified in the Schedule.

Section Exceptions

We will not indemnify You for:

1. any Claim arising out of any Malpractice occurring prior to the inception date of this Policy if You on such date knew or could have reasonably foreseen that such Malpractice might be expected to be the basis of a Claim;
2. any Claim arising from any circumstances or occurrence which has been notified to any medical defence organisation and/or Insurers prior to inception of this Policy;
3. any Claim arising from public liability which will be deemed to include any bodily injury, mental injury, illness disease or death to any person or loss of or Damage to tangible property of any person;
4. any Claim made upon the Assured arising from work carried out by You (for and in the name of any other company or association formed of which You form part for the purpose of undertaking any joint venture), unless Our agreement has been obtained and the inclusion of such work has been endorsed upon this Policy with the acceptance of such other terms and conditions as may be imposed;
5. any Claim arising out of a specific liability assumed by You under contract (which goes beyond the duty to use such skill and care as is usual in the exercise of Your activities stated in the Statement of Fact) unless Our prior agreement has been obtained and such specific liability is endorsed upon the Policy with the acceptance of such other terms and conditions as may be imposed;
6. any Claim arising out of the manufacture of any products, or the construction, alteration, repackaging, repair,servicing or treating of any products sold, supplied or distributed by You, or any Claim arising out of the failure of any product to fulfil the purpose for which it was designed, or to perform as specified, warranted or guaranteed;
7. any Claim made against any director, officer or Employee of Yours arising from any unlawful or negligent act, error or omission, actual or alleged breach of trust, breach of warranty of authority ,or breach of duty committed or attempted by such director, officer or Employee and having acted in that capacity;
8. any Claim by any person for bodily injury, mental injury, disease or death incurred, contracted or occurring while under a contract of service or apprenticeship with You, or for any breach of any obligation owed by You as an employer to any employee, or any Claim in respect of which compensation is available under any worker's compensation scheme and or similar legislation. However, this exclusion shall not apply to any Claim arising out of any bodily injury, mental injury or death of an employee which is caused by any negligent act, error or omission of an Assured, where the employee is a patient of Yours;
9. any Claim directly or indirectly caused by or contributed to by:
    a. any act in violation of any law or ordinance;
    b. any dishonest,fraudulent or criminal act of Yours; or
    c. the performance of Your activities whilst under the influence of intoxicants or narcotics;
10. any Claim directly or indirectly caused by, contributed to by, resulting from or in connection with any ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
11. any Claim directly or indirectly caused by, contributed to by, resulting from or in connection with any war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or Damage to property by, or under the order of, any government or public or local authority;
12. any Claim arising from:
    a. personal injury or bodilty injury or loss of or Damage to , or loss of the use of, property directly or indirectly caused by seepage, subsidence , pollution or contaimnation; or
    b. the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances;
13. any fines, penalties, punitive or exemplary damages; or

14. the Excess stated in the Schedule;
15. any claim brought in the United States or Canada, or any country whichoperates under the land of the United States of America or Canada (or any order made anywhere in the world to enforce such judgement, award or settlement in full or in part).
16. any Claim:
    a. directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
        i. influenza A (H5N1) (also known as 'avian flu' or 'bird flu');
        ii. influenza A (H1N1) (also known as 'swine flu');
        iii. coronavirus disease (COVID-19);
        iv. severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
        v. any strain, virus, complex or syndrome that is related to anything in i. to iv. above;
        vi. any fear or threat of i. to v. above; or
        vii. any action taken in controlling, preventing, suppressing, responding or in any way relating to i. to vi. above; or

    b. directly or indirectly caused by, contributed to by, resulting from or in connection with any:
        i. Communicable Disease; or
        ii. fear or threat of any Commuinicable Disease; or
        iii. action taken in controlling, preventing, suppressing, responding or in any way relating to any such Communicable Disease,

    which has led to any:
        a. full or partial imposition of quarantine or restriction in the movement of people or animals, including any shelter in place or stay at home order or instruction; or
        b. travel advisory, warning or restriction,

        being issued or imposed by any state, national or international body, agency or other competent body or authority.

However, exception 16 does not apply to any claim or part of a claim caused by, contributed to by, resulting from or in connection with coronavirus disease (COVID-19) or any related variation, strain, complex or syndrome, up to a limit of £250,000 in total for all such claims, including Costs and Expenses.

Section Conditions

Section Conditions 1,2,3 and 4 are Conditions precedent to the right of the Assured to be defended or indemnified under this Policy:

It is understood and agreed that:

1. during the Period of Insurance, You must give Us notice as soon as practicable in writing of any alteration which materially affects the risk.

2. During the Period of Insurance, You must give immediate notice in writing to Us via Fitness Gold (Henry Seymour & Co) of:
    a. every letter of claim, writ, summons or process for Malpractice or alleged Malpractice against You;
    b. the receipt of notice from any person of an intention to hold You responsible for any Malpractice; or
    c. any conduct or circumstance which is likely to give rise to a Claim for Malpractice being made against You.

    If You give notice as required by b. or c., any Claim subsequently made against You and arising from the matters notified to Us shall be deemed to have been made during the Period of Insurance.

    You must, at all times, in addition to You obligations set out above afford such information to and co-operation with Us, or with Our appointed representatives, to allow Us to be able to comply with such relevant practice directions and pre-action protocols as may be issued and approved from time to time by the heads of civil justice.

3. You must at all times:
    a. maintain accurate desriptive records of all professional services and equipment used in procedures, which shall be available for inspection and use by Us or Our duly appointed representatives insofar as they pertain to any Claim hereunder;
    b. retain the records referred to in 3 a) above for a period of at least Ten (10) years from the date of treatment and, in the case of a minor, for a period of at least Ten (10) years after that minor attains majority; and
    c. give to Us or their duly appointed representatives such information, assistance,signed statements or depositions as We may require; and,
    d. assist in the defence of any Claim without charge to the Us.

4. You must not disclose to any person the terms of this Policy, arrangement, offer, promise, or payment or incur any cost or expense without Our written consent. We shall be entitled to take control of the defence of any Claim or to prosecute in Your name for Our own benefit any Claim for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any negotiations or proceedings on the settlement of any Claim.We will not settle any Claim without Your consent. However, if You refuse to consent to any settlement recommended by Us or Our legal representatives, and elect to contest or continue any legal proceedings, then the liability will not exceed the amount for which the Claim could have been so settled plus the costs and expenses incurred with their consent up to the date of such refusal, which in any event will not exceed the Limits of Indemnity as specfied in the Schedule, You then agree to indemnify Us for the amount of any judgement, award, settlement and Defence Costs which We are found obligated to pay after the date of such refusal.

Section Endorsements

LIBEL AND SLANDER EXTENSION

It is hereby understood and agreed that this Policy is extended to indemnify You for Claims made against You during the Period of Insurance for Libel and/or Slander committed without animosity by reason of words written or uttered by You in or about the conduct of Your occupation or Business as stated in the Proposal or Declaration.

It is a Condition precedent to Your right to be defended or indemnified hereunder that in the event of a Claim You mustl, upon Our reasonable request, issue an apology and expression of regret, the form and content of which are to be approved by Us. If on receipt of such a request from Us refuse to issue such an apology and expression of regret, We shall not be liable to defend or indemnify You in respect of any damages, costs and/or expenses incurred after the date of such refusal.

We will not be liable for:

1. any Claims arising from the contents of any journal or publication, or in any communication or contribution to the press or media;
2. any Claims arising from Libel or Slander committed or alleged to have been committed against professional adversaries or business competitors;
3. any fines, penalties, punitive or exemplary damages; or
4. any Claims arising from any infringement of the Data Protection Act 2018.

The Limit of Indemnity for this extension is:

£250,000 any one Claim and in the aggregate, including costs and expenses and shall be part of, and not additional to, the Limit of Indemnity stated in the Schedule.

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNALTERE**D.**

BREACH OF PROFESSIONAL CONFIDENTIALITY EXTENSION

It is hereby understood and agreed that this Policy is extended to indemnify You for Claims made against You during the Period of Insurance arising from any Breach of Professional Confidentiality in or about the conduct of Your occupation or Business as stated in the Proposal or Declaration.

We will not be liable for:

1. any Claims arising from libel or slander;
2. any Claims arising from the loss of any documents the property of or entrusted to You, or the costs and expenses incurred by You in replacing or restoring such documents; or
3. any Claims arising from any infringement of the Data Protection Act 2018.

The Limit of Indemnity:
£100,000 any one Claim and in the aggregate, including costs and expenses and shall be part of and not additional to the Limit of Indemnity stated in the Schedule.
ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNALTERED**.**

SEXUAL CONDUCT

Underwriters will not be liable for any Claim arising from actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation whether under the guise of treatment or not, or in the course of treatment or not.

PROFESSIONAL INSTRUMENTS

You must ensure that any tool or implement used or intended for use in the performance of Your professional duties and which is intended to be in contact with bodily fluid (whether human or animal) or penetrate tissue (whether human or animal) is:

1. handled, used and stored in accordance with the manufacturers' instructions, and
2. where approved by the manufacturers and by the Department of Health or equivalent to be used more than once, sterilised prior to such use:

a. using only sterilised apparatus specifically approved by the manufacturer and in accordance with instructions, recommendations or guidelines of such manufacturer; or
b. in accordance with Department of Health guidelines or equivalent.

We will not make any payment for any liability arising whilst this condition is not being complied with unless You can show the failure to comply could not have increased the risk of the liability occurring.

AIDS AND HEPATITIS NON A

We will not be liable for any Claim arising from Hepatitis Non A or any condition directly or indirectly caused by, or associated with, the human immunodeficiency syndrome (HIV) initially named as either HTLV III or LAV or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) or any syndrome or condition of a similar kind howsoever it may be named.

INFRINGEMENT OF COPYRIGHT

This policy is extended to indemnify You for Claims arising out of any inadvertent infringement of copyright, patents, registered designs, trade marks or passing off.

JURISDICTION ENDORSEMENT

Notwithstanding the terms contained within the Insuring Clause of this Policy, it is further understood and agreed that We will only indemnify or defend for Claims made in the following country or countries:

1. United Kingdom;
2. Northern Ireland; and
3. Channel Islands and the Isle of Man.

AUTOMATIC RENEWAL CLAUSE

The Period of Insurance is set out in the Policy schedule. The day immediately following the last day of the Period of Insurance is Your renewal date. Your insurance cover will automatically renew on the renewal date unless You inform Fitness Gold (Henry Seymour & Co) or Fitness Gold (Henry Seymour & Co) informs You to the contrary. This means that Your new insurance cover will start on Your renewal date.

Fitness Gold (Henry Seymour & Co) will advise You that the Period of Insurance is due to expire at least 21 days prior to expiry and confirm whether We are cancelling the Policy at the end of the existing Period of Insurance. The

Policy may be cancelled by You prior to automatic renewal if You notify Fitness Gold (Henry Seymour & Co) prior to the renewal date.

Payment for the new insurance cover must be received, by Fitness Gold (Henry Seymour & Co), no later than 14 days after the renewal date. If payment is not received, the Policy will be cancelled automatically.

By agreeing to these Policy terms, You are also confirming that upon each renewal of Your Policy, unless You tell Fitness Gold (Henry Seymour & Co) otherwise, You want Us to make the following changes to the terms of Your insurance:

1. any changes that We believe in good faith will be appropriate for the type of Policy and will benefit You. This may include changes to what is insured under the Policy and the benefits of the policy cover; and

2. any changes that We believe in good faith We have a valid reason to make including changes to the terms of the Policy and changes that are necessary to reflect changes in the applicable laws and regulations.

These changes may impact on the cost of the Policy and the premium due. You have the right to cancel the Policy at the time of renewal if You do not agree to the changes.

Fitness Gold (Henry Seymour & Co) shall provide You with full written details of any changes which We intend to make to the terms of Your insurance at least 30 days before the renewal date which is when those changes would be due to take effect.

The following 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.
We will provide indemnity to You in respect of the following treatments listed under your trade category and shown on Your Policy Schedule

Optional Extensions

The following 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.

Treatment List

Holistic / Complementary Therapist

Providing You and any Empoyees have relevant qualifications from a recognised and accredited UK training college or company for any treatments being carried out, We will provide indemnity to You in respect of the following treatments listed under Your trade category and shown on Your Policy Schedule and subject to the additional terms listed against the treatment if applicable:

1. Abe Healing
2. Acupressure
3. Access Consciousness
4. **Addiction Therapy/Counselling**
   We will not be liable for any Claim unless parental or guardian consent is obtained prior to the treatment/activity. If the therapist does not have DBS clearance then at least one parent or guardian must be present at all times in respect of any minor. If DBS Clearance is not applicable then parental/guardian consent must be given for the child to be in your sole custody.
   All other terms, conditions, exclusions and limitations in this policy remain unaltered.
5. Advanced Sound-Wave Energy
6. Alexander Technique
7. Allergy Therapy/Testing
8. Angel Card Reading
9. Angel Therapy/Healing
10. Angelic reiki
11. Anti Cellulite Massage
12. Aqua Detox
13. Aromatherapy
14. **Art Therapy**
    We will not be liable for any Claim unless parental or guardian consent is obtained prior to the treatment/activity. If the therapist does not have DBS clearance then at least one parent or guardian must be present at all times in respect of any minor. If DBS Clearance is not applicable then parental/guardian consent must be given for the child to be in your sole custody.
    All other terms, conditions, exclusions and limitations in this policy remain unaltered.
15. Art Tutor
16. Astrology
17. Audio Sonic
18. Aura Imaging Photography

19. Aura-Soma Colour System
20. Aurora Therapies
21. Ayurveda
22. Ayurvedic Massage
23. Bamboo Massage
24. **Baby Massage Instructor**
    Cover provided by Sub-Section Public and Products Liability extends to include the provision of Baby massage provided that We will not be liable under this extension unless You use a doll when teaching the parents/guardians how to carry out baby massage treatment
25. Baby Reflex
26. Baby Yoga
27. Bach and Australian Bush Flower Remedies
28. Balinese Massage
29. Behavioural Therapy
30. Belvaspata Healing
31. Be Set Free Fast™ (BSFF)
32. Bio-Energy Therapy
33. Biofeedback
34. Bio-Magnetic Technique
35. Bioptron Light Therapy
36. **Bio-Resonance**
    We will not be liable for any Claim arising from the prescription and supply of Vitamins, Minerals and Supplements unless specifically listed.
    All other terms, conditions, exclusions and limitations in this policy remain unaltered.
37. Biorhythms
38. Body Alignment Technique
39. **Body Analysis**
    We will not be liable for any Claim arising from nutritional advice given following a detox treatment except where nutrition is shown as a separate treatment/therapy on this schedule of insurance.
    All other terms, conditions, exclusions and limitations in this policy remain unaltered.
40. Body Code
41. Body Conditioning / Swiss Ball
42. Body Stress Release
43. BodyTalk System
44. **Breastfeeding counsellor**
    We will not be liable for any Claim arising from or related to any specific medical advice.
    All other terms, conditions, exclusions and limitations in this policy remain unaltered.
45. Breath Therapy
46. Brennan Healing Science
47. Breuss Spinal Massage
48. Business Coach
49. Buteyko Breathing Method
50. Camouflage Make Up
51. Career Coaching
52. Chakra Balancing
53. Channelling
54. Chavutti Thirumal Massage
55. Chi Kung / Qi Gong
56. **Child, Adolescent and Family Therapy**
    We will not be liable for any Claim unless parental or guardian consent is obtained prior to the treatment/activity. If the therapist does not have DBS clearance then at least one parent or guardian must be present at all times in respect of any minor. If DBS Clearance is not applicable then parental/guardian consent must be given for the child to be in your sole custody.
    All other terms, conditions, exclusions and limitations in this policy remain unaltered.
57. **Cognitive Behavioural Therapy**
    We will not be liable for any Claim unless parental or guardian consent is obtained prior to the treatment/activity. If the therapist does not have DBS clearance then at least one parent or guardian must be present at all times in respect of any minor. If DBS Clearance is not applicable then parental/guardian consent must be given for the child to be in your sole custody.
    All other terms, conditions, exclusions and limitations in this policy remain unaltered.
58. Colour and Image Consultancy
59. Colour Breathing
60. Colour Reflexology
61. Colour Therapy
62. Conciliation / Mediation
63. Creative Journaling
64. Craniosacral Therapy
65. Crystal healing/therapy
66. Crystal Singing Bowl
67. Culture Change Training
68. **Dance Movement Therapy**
    We will not be liable for any Claim unless parental or guardian consent is obtained prior to the treatment/activity. If the therapist does not have DBS clearance then at least one parent or guardian must be present at all times in respect of any minor. If DBS Clearance is not applicable then parental/guardian consent must be given for the child to be in your sole custody.
    All other terms, conditions, exclusions and limitations in this policy remain unaltered.

69. **Dance Teacher**
We will not be liable for any Claim unless parental or guardian consent is obtained prior to the treatment/activity. If the therapist does not have DBS clearance then at least one parent or guardian must be present at all time in respect of any minor. If DBS Clearance is not applicable then parental/guardian consent must be given for the child to be in your sole custody.
All other terms, conditions, exclusions and limitations in this policy remain unaltered.
70. Daoyin Tao
71. Deeksha Healing / Oneness Blessing
72. **Deep Tissue Massage**
We will not be liable for any Claim unless the therapists performing the treatment is trained to a minimum NVQ Level 3 in Deep Tissue Massage or equivalent.
All other terms, conditions, exclusions and limitations in this policy remain unaltered.
73. Dorm Method
74. Dowsing for Stress Relief
75. Drama & Movement Therapy
76. Dramatherapy
77. Dream Analysis
78. Ear Candling
79. Egyptian Sekhem Reiki
80. Electro Crystal Therapy
81. Emmett Technique
82. Emotional Freedom Techniques (EFT)
83. Emotion Code
84. EmoTrance
85. Energy Healing
86. Energy Technique (The Balance Procedure)
87. Face Reading
88. Faith Healing
89. Far-Infrared Detoxification
90. Feng Shui Consultant
91. Flower Essence Therapy
92. Gem Remedies
93. Geopathic Stress
94. **Gestalt Psychotherapy**
We will not be liable for any Claim unless parental or guardian consent is obtained prior to the treatment/activity. If the therapist does not have DBS clearance then at least one parent or guardian must be present at all times in respect of any minor. If DBS Clearance is not applicable then parental/guardian consent must be given for the child to be in your sole custody.
All other terms, conditions, exclusions and limitations in this policy remain unaltered.
95. Gong Bath Meditation
96. Hand Reflexology
97. Healer Dowsing
98. Healing
99. **Heartmath - stress/emotional management programme**
We will not be liable for any Claim unless parental or guardian consent is obtained prior to the treatment/activity. If the therapist does not have DBS clearance then at least one parent or guardian must be present at all times in respect of any minor. If DBS Clearance is not applicable then parental/guardian consent must be given for the child to be in your sole custody.
All other terms, conditions, exclusions and limitations in this policy remain unaltered.
100. Hellerwork
101. Herbalism (Western)
102. Holistic Facial
103. Holistic Massage
104. Holistic Psychotherapy
105. Holographic Repatterning
106. Homeopathy
107. Hot Stone Massage/Therapy
108. **Human Givens psychotherapy/counselling**
We will not be liable for any Claim unless parental or guardian consent is obtained prior to the treatment/activity. If the therapist does not have DBS clearance then at least one parent or guardian must be present at all times in respect of any minor. If DBS Clearance is not applicable then parental/guardian consent must be given for the child to be in your sole custody.
All other terms, conditions, exclusions and limitations in this policy remain unaltered.
109. Huna
110. Hydrotherapy
111. **Hypnotherapy**
We will not be liable for any Claim arising from or related to hypnosis and/or hypnotherapy performed in whole or in part for any purpose other than the treatment of the patient. We will not be liable for any Claim arising from or related to stage and/or entertainment hypnosis / hypnotherapy. We will not be liable for any Claim for clients aged under 16 unless parental or guardian written consent is obtained prior to the treatment/activity. If the therapist does not have DBS clearance then at least one parent or guardian must be present at all times. If DBS Clearance is not applicable then parental/guardian consent must be given for the child to be in your sole custody.
All other terms, conditions, exclusions and limitations in this policy remain unaltered.
112. I-Ching Readings
113. Indian Face Massage
114. Indian Head Massage

115. Instrument Assisted Soft Tissue Mobilisation
116. Integrated Energy Therapy
117. Integrative Art Therapy
118. Interferential Therapy
119. Iridology
120. Jin Shin Jyutsu
121. Journey Therapy
122. Kairos/Shen Therapy
123. Kalari Foot Massage
124. Kinesiology
125. Kinesiology Taping
126. Kinetic Chain Release
127. Kore Therapy
128. Ku Nye (Tibetan) Head Massage
129. La Stone Therapy
130. Laughter Yoga Therapy
131. Lava Shells Massage
132. Lava Wellness Massage
133. Lebed Method
134. **Life and Business Coaching**
We will not be liable for any Claim unless parental or guardian consent is obtained prior to the treatment/activity. If the therapist does not have DBS clearance then at least one parent or guardian must be present at all times in respect of any minor. If DBS Clearance is not applicable then parental/guardian consent must be given for the child to be in your sole custody. The Insurer shall not be liable for any Claim or Claims arising out of or relating to any profit and/or costs forecast, whether specific or implied.
All other terms, conditions, exclusions and limitations in this policy remain unaltered.
135. Life Skills Consultancy
136. Light Therapy
137. Light Touch Therapy
138. Lomi Lomi Massage
139. M Technique
140. Magnetic Therapy
141. Magnified Healing
142. Mary Network Healing
143. Manual Lymphatic Drainage
144. Massage in Schools Instructor
145. Matrix Reimprinting
146. Meditation/Meditation Teaching
147. Mediumship
148. Meridian Therapy
149. Metamorphic Technique
150. Meta-Medicine
151. Metabolic Effect Fitness
152. Mickel Therapy
153. Mindfulness Therapy
154. Mobiliser
155. Music Therapy
156. Myers Therapy
157. Myers Briggs
158. Myofascial Release
159. Naturopathy
160. Neuro-Linguistic Programming (NLP)
161. Neuromuscular Therapy
162. Neurostructural Integration Technique
163. NO HANDS® Massage
164. Numerology
165. Nutritional therapy/medicine
166. On Site Massage
167. Oncology Massage
168. Oracle Card Reading
169. Oriental Body Balance
170. Palmistry
171. Paranormal Practitioner
172. **Parts Therapy**
We will not be liable for any Claim arising from or related to hypnosis and/or hypnotherapy performed in whole or in part for any purpose other than the treatment of the patient. The Insurer shall not be liable for any claim arising from or related to stage and/or entertainment hypnosis / hypnotherapy. We will not be liable for any Claim for clients aged under 16 unless parental or guardian written consent is obtained prior to the treatment/activity. If the therapist does not have DBS clearance then at least one parent or guardian must be present at all times in respect of any minor. If DBS Clearance is not applicable then parental/guardian consent must be given for the child to be in your sole custody.
All other terms, conditions, exclusions and limitations in this policy remain unaltered.
173. Pendulum Dowsing
174. Phytobiophysics
175. Phytotherapy

176. **Play Therapy**
We will not be liable for any Claim unless parental or guardian consent is obtained prior to the treatment/activity. If the therapist does not have DBS clearance then at least one parent or guardian must be present at all times in respect of any minor. If DBS Clearance is not applicable then parental/guardian consent must be given for the child to be in your sole custody.
All other terms, conditions, exclusions and limitations in this policy remain unaltered.
177. Polarity Therapy
178. Posture Analysis
179. Pranic Healing
180. **Pregnancy Massage**
Cover provided by Sub-Section Public and Products Liability extends to include the provision of Pregnancy Massage ,provided that We will not be liable under this extension unless You:
1. have the client's General Practitioner or Midwife's consent prior to treatment;
2. do not massage over the abdomen;
3. do not carry out treatment during the first trimester (12 weeks); and
4. do not massage pressure points on both sides of the ankles nor massage the webbing between the thumb and index finger.
181. **Pregnancy Reflexology**
Cover provided by Sub-Section Public and Products Liability extends to include the provision of Pregnancy Reflexology, provided that We will not be liable under this extension unless You:
1. have the client's General Practitioner or Midwife's consent prior to treatment;
2. do not massage over the abdomen;
3. do not carry out treatment during the first trimester (12 weeks); and
4. do not massage pressure points on both sides of the ankles nor massage the webbing between the thumb and index finger
182. **Psych-K**
We will not be liable for any Claim unless parental or guardian consent is obtained prior to the treatment/activity. If the therapist does not have DBS clearance then at least one parent or guardian must be present at all times in respect of any minor. If DBS Clearance is not applicable then parental/guardian consent must be given for the child to be in your sole custody.
All other terms, conditions, exclusions and limitations in this policy remain unaltered.
183. Psychic Readings
184. Psychic Surgery
185. Psychobiology
186. Psychometric Assessment
187. Psychosynthesis
188. Pulsing
189. Quantum-Touch
190. Qi Gong (Non Contact)
191. Radionics
192. Rahanni Celestial Healing
193. Reality Therapy
194. Re-birthing Breathwork
195. Reconnective Healing
196. Reference Point Therapy (RPT)
197. Reflective Repatterning
198. Relaxation Therapy
199. Reflexology
200. Reiki
201. Remedial & Sports Massage
202. Reverse Therapy
203. Rolfing
204. Rossiter Method
205. Runes
206. Scenar Therapy
207. Seated Acupressure
208. Seated Meridian Massage
209. Sedona Method
210. Seichem
211. Seiki
212. **Shamanic Healing**
We will not be liable for any Claim in respect of spirit release, exorcism or spirit quest.
All other terms, conditions, exclusions and limitations in this policy remain unaltered.
213. Shen Therapy
214. Shiatsu
215. Skeletal Balancing
216. **Smoking Cessation Therapy**
We will not cover any refund of fees paid as a result of the therapy not succeeding.
All other terms, conditions, exclusions and limitations in this policy remain unaltered.
217. Soul Plan Reading
218. Sound Healing / Therapy
219. Speech and Language Therapy
220. **Spiritual coaching**
We will not be liable for any Claim in respect of spirit release, exorcism or spirit quest.
All other terms, conditions, exclusions and limitations in this policy remain unaltered.

221. **Spiritual Healing**
We will not be liable for any Claim respect of spirit release, exorcism or spirit quest.
All other terms, conditions, exclusions and limitations in this policy remain unaltered.

222. **Sports Therapist**
We will not be liable for any Claim relating to Sports massage/ Remedial massage treatment or Fitness Training of Professional Sports Persons and Dancers. A Professional Sports Person or Dancer shall mean anyone who earns their main income from this profession.
All other terms, conditions, exclusions and limitations in this policy remain unaltered.

223. Stress Management
224. Swedish Massage
225. Systematic Kinesiology

226. **Tai Chi Instructor (Non-Combat)**
We will not be liable for any Claim unless You ensure a health screening form is completed by each individual client prior to the client undertaking any exercise / fitness / aerobics training.
All other terms, conditions, exclusions and limitations in this policy remain unaltered.

227. Tapas Acupressure Techniques (TAT)
228. Tarot Card Reading
229. Tatty Bumpkin
230. Tea Leaf Reading/Tasseography
231. Terra-Mai Reiki/Seichem

232. **Thai Foot Massage**
Cover provided by Sub-Section Public and Products Liability extends to include Thai Foot Massage, provided that We will not be liable under this extension:

1. if You carry out any under circumstances treatment on persons that:
- *i. have infectious disorders of the feet;*
- *ii. have severe bruising to the feet;*
- *iii. are in the first trimester of pregnancy;*
- *iv. are under the influence of drugs and/or alcohol; or*
- *v. have a fever or contagious disease; or*

2. unless You have obtained written approval from their General Practitioner, for any Treatments on persons that:
- *i. have severe circulatory problems such as high or low blood pressure;*
- *ii. are in the second or third trimester of pregnancy;*
- *iii. have arthritis of the feet;*
- *iv. are diabetic;*
- *v. have recently suffered haemorrhage or swellings;*
- *vi. have recently had an operation; or*
- *vii. are receiving medical treatment or have a condition that might be affected by Treatment*

233. Thai Massage
234. Thai Yoga Massage
235. The 'M' Technique
236. Thermal Palms
237. The Trager Approach®
238. Theta Healing
239. Thought Field Therapy
240. Time Line Therapy
241. Touch For Health
242. Trager
243. Trigger Point Therapy
244. Tui Na Massage
245. Tuning Fork Therapy
246. Ultrasound therapy
247. Vibrational Medicine
248. Vibrillian
249. Vibromuscular Harmonization Technique (VHT)
250. Visualisation
251. Warm Bamboo Massage

252. **Weight Management Consultant**
We will not be liable for any Claim arising from the prescription and supply of vitamins, minerals, supplements, and diet or meal replacement products. We will not cover the refund of fees paid as a result of the therapy not succeeding.
All other terms, conditions, exclusions and limitations in this policy remain unaltered.

253. Whole Food Therapy
254. Wholistic Hybrid of EMDR and EFT (WHEE)
255. Working Coach utilizing the work of Louise Hay
256. Workshop Leader utilizing the work of Louise Hay
257. Yoga Teaching/Therapy
258. Zdenko Domancic Bioenergy Therapy
259. Zero Balancing
260. Zone Therapy

Additional Treatments **Operative if shown in the schedule**

261. **Acupuncture including Moxibustion and Cupping and Auricular Acupuncture**
We will not be liable for any Claim arising from the use of Moxibustion directly onto the skin and the use of Moxibustion for the correction of breech position during pregnancy. We will not be liable for any Claim in respect of wet cupping. All other terms, conditions, exclusions and limitations in this policy remain unaltered

262. Colonic Hydrotherapy

Treatment List

Homeopathic Therapist

Providing You and any Empoyees have relevant qualifications from a recognised and accredited UK training college or company for any treatments being carried out, We will provide indemnity to you in respect of the following treatments listed under Your trade category and shown on Your Policy Schedule and subject to the additional terms listed against the treatment if applicable:

1. Acupressure
2. Alexander Technique
3. Aromatherapy
4. Ayurveda
5. **Baby Massage Instructor**
   Cover provided by Sub-Section Public and Products Liability extends to include the provision of the Baby massage, provided that We will not be liable under this extension unless You use a doll when teaching the parents/guardians how to carry out baby massage treatment.
6. Bach and Australian Bush Flower Remedies
7. Colour Therapy
8. Craniosacral Therapy
9. Crystal Healing /Therapy
10. Flower Essence Therapy
11. Healing
12. Herbalism (Western)
13. Homeopathy
14. Hopi Ear Candles
15. **Hypnotherapy**
    We will not be liable for any Claim arising from or related to hypnosis and/or hypnotherapy performed in whole or in part for any purpose other than the treatment of the patient. We will not be liable for any Claim arising from or related to stage and/or entertainment hypnosis/hypnotherapy. We will not be liable for any Claim for clients aged under 16 unless parental or guardian written consent is obtained prior to the treatment/activity. If the therapist does not have DBS clearance then at least one parent or guardian must be present at all times in respect of any minor. If DBS clearance is not applicable then parental / guardian consent must be given for the child to be in your sole custody. All other terms, conditions, exclusions and limitations in this policy remain unaltered.
16. Iridology
17. Kinesiology
18. Light Touch Therapy
19. Magnetic Therapy
20. Massage
21. Nutritional Therapy/Medicine
22. Reflexology
23. Reiki
24. Shiatsu
25. Thai Massage
26. Yoga Teaching/Therapy

Additional Treatments **Operative if shown in the schedule**

27. Acupuncture including Moxibustion and Cupping and Auricular Acupuncture

We will not be liable for any Claim arising from the use of Moxibustion directly onto the skin and the use of Moxibustion for the correction of breech position during pregnancy. This policy excludes all cover in respect of wet cupping. All other terms, conditions, exclusions and limitations in this policy remain unaltered

28. Colonic Hydrotherapy

Treatment List

Nutritional Therapist

Providing You and any Empoyees have relevant qualifications from a recognised and accredited UK training college or company for any treatments being carried out, We will provide indemnity to You in respect of the following treatments listed under Your trade category and shown on Your Policy Schedule and subject to the additional terms listed against the treatment if applicable

1. Diet and Nutrition Advice
2. **Healthy Eating Advice**
   We will not be liable for any Claim arising from the prescription and supply of vitamins, minerals and supplements unless specifically listed. All other terms, conditions, exclusions and limitations in this policy remain unaltered.
3. Nutritional Therapy/Medicine
4. Vitamin Therapy
5. **Weight Management Consultant**
   We will not be liable for any Claim arising from the prescription and supply of vitamins, minerals, supplements and diet or meal replacement products. We will not cover the refund of fees paid as a result of the therapy not succeeding. All other terms, conditions, exclusions and limitation in this policy remain unaltered.
6. Whole Food Therapy

Treatment List

Counselling/ Psychotherapy

Providing You and any Empoyees have relevant qualifications from a recognised and accredited UK training college or company for any treatments being carried out, We will provide indemnity to You in respect of the following treatments listed under Your trade category and shown on Your Policy Schedule and subject to the additional terms listed against the treatment if applicable

1. Psychotherapeutic Counselling

2. **Psychotherapy**

   We will not be liable for any Claim unless parental or guardian consent is obtained prior to the treatment/ activity. If the therapist does not have DBS clearance then at least one parent of guardian must be present at all times in respect of any minor. If DBS clearance is not applicable then parental / guardian consent must be given for the child to be in your sole custody.

3. **Counselling**

   We will not be liable for any Claim unless parental or guardian consent is obtained prior to the treatment/ activity. If the therapist does not have DBS clearance then at least one parent of guardian must be present at all times in respect of any minor. If DBS clearance is not applicable then parental / guardian consent must be given for the child to be in your sole custody.

4. **Counselling Supervision**

   We will not be liable for any Claim unless parental or guardian consent is obtained prior to the treatment/ activity. If the therapist does not have DBS clearance then at least one parent of guardian must be present at all times in respect of any minor. If DBS clearance is not applicable then parental / guardian consent must be given for the child to be in your sole custody.

Treatment List

Gym Instructors / Personal Trainers

Providing You and any Empoyees have relevant qualifications from a recognised and accredited UK training college or company for any treatments being carried out, We will provide indemnity to You in respect of the following treatments listed under Your trade category and shown on Your Policy Schedule and subject to the additional terms listed against the treatment if applicable:

1. Aerobics Instructors
2. Aqua Zumba
3. Bellyfit
4. Body Conditioning / Swiss Ball
5. Body Training Systems
6. Boxercise
7. Chair Based Exercise
8. Cheerleading (excluding acrobatics)
9. Circuit Training
10. Dance based exercise
11. Exercise in the water

12. Fitball
13. Fitness fx
14. Friskis and Svettis
15. General Exercise Class including those using equipment
16. Golf Biomechanics
17. Group Studio Cycling
18. Gymnasium Instructors
19. Hula Hoop classes
20. Indian Club swinging
21. Jazzercise
22. Junior Fitness
23. Fust Jhoom
24. Kettlebells
25. Martial Arts based fitness (no body contact)
26. Non-contact Kickboxing
27. Nordic Walking
28. Parkour
29. Personal Training
30. Pilates
31. Piloxing
32. Powerplate
33. Rebounding
34. Salsa Dancing
35. Skipping
36. Sports Massage (not in isolation)
37. Street Dance Instructor
38. Tai Chi
39. Thump Boxing
40. Trampolining
41. TRX training system
42. Yoga including Chi-Yoga
43. ViPR
44. Zumba including Zumba based activities

Treatment List

Student

Cover provided by Sub-Section Public Liability and Products Liabiity extends to include Students to cover case study work, provided that:

a. You are considered competent to practice by Your school;

b. You do not practice outside the scope of what You have been taught;

c. regular supervision and/or on-going case consultation/review for such case studies is in place;

d. students declare to clients/patients in advance that they are not fully qualified; and

e. any fee charged is evidently lower than an experienced and qualified therapist would charge**.**

Business Equipment All Risks Section

Section Definitions

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

Defined Peril

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

Geographical Limits

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

as detailed in the Schedule.

Responsible Person

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

Cover

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

The Sums Insured under each item is separately subject to Average.

Limit of Liability

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

Basis of Claims Settlement

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

Section Exceptions

We will not indemnify You for:

1. consequential loss of any kind or description;
2. Damage caused by:
   a. inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water, table, Your own faulty or defective design or materials; or
   b. faulty or defective workmanship, operational error or omission on the part of You or any of Your Employees;

   but this shall not exclude subsequent Damage which itself results from a cause not being an excepted cause under this Section or otherwise excluded;
3. Damage caused by:

a. Corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects;
b. change in temperature or atmospheric or climatic conditions; or
c. mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates,

but this shall not exclude:

i. such Damage which itself results from a Defined Peril or from any other cause not being an excepted cause under this Section or otherwise excluded; or
ii. subsequent Damage which itself results from a cause not being an excepted cause under this Section or otherwise excluded;

4. any loss from an unattended vehicle or trailer vehicle, being any vehicle with no person in charge or keeping the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle;
5. Damage caused by:
   a. acts of fraud or dishonesty by Your Employees;
   b. unexplained disappearance, unexplained or inventory shortage misfiling or misplacing of information; or
   c. any process of fitting, testing, servicing, repair, renovation or adjustment;
6. the Excess stated in the Schedule;
7. theft or attempted theft at the Premises not involving:
   a. entry to or exit from the buildings at the Premises by forcible and violent means; or
   b. violence or threat of violence to You or any Employee of Yours or their families;
8. Damage in respect of movable Property in the open or in open sided buildings;
9. Damage in respect of mobile telephones computer equipment; or
10. Damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any Communicable Disease or the fear or threat of any Communicable Disease. This includes any action taken in controlling, preventing, suppressing, responding or in any way relating to any actual or threatened Communicable Disease.

Section Conditions

Automatic Reinstatement

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

Average

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

Money and Personal Accident Assault Section

Definitions

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

Bodily Injury

Bodily Injury caused 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.

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,

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

Exceptions

We will not cover 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 interefere with the vehicle;
5. from automated teller machines;
6. outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man; or
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) occurringwithin 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 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; and
   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 practioner and as often as may be required must submit to medical examination at Our expense.

Conditions Precedent and Endorsements

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

Conditions Precedent

It is a condition precedent to liability that:

Cash Tills

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

Legal Expenses Section

This Section is only operative if specified in the Schedule. Two levels of cover are displayed below. If you are unsure which level of cover, if any, you have purchased please contact the person who arranged this insurance.

Both options include access to the following services:

Legal and Tax Helpline 0344 571 7978

Through this number You have 24 hour, 365 days access to legal advice on numerous topics including employment issues and health and safety issues. We give advice about business-related legal matters within the UK and EU and tax matters within the UK. Tax advice is available between 9.00am and 5.00pm weekdays (excpet bank holidays).

Counselling Helpline 0333 000 2082

Our qualified counsellors will provide free confidential support and advice by phone to Your Employees or their family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem.

Business Legal Services www.araglegal.co.uk

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

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

1. solicitor, accountant, or other advisor (who is not a mediator) appointed by Us to act on behalf of the Person-Insured;
2. mediator appointed by Us to provide impartial dispute resolution in relation to a claim accepted by Us.

Employee

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

Insurer

For the purposes of this section only the Insurer is HDI Global Specialty SE (commercial register number: HRB 211924) (FRN: 659331).

Legal Costs & Expenses

1. Reasonable legal costs 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 within the Courts' Civil Procedure Rules Part 44.
2. In civil claims other side's costs, fees and disbursements where the Person-Insured has been ordered to pay them or pays them with Our agreement.
3. Reasonable accountancy fees reasonably incurred under Insured Event 4 by the Appointed Advisor and agreed by Us in advance.
4. Health and Safety Executive Fees for Intervention.

5. Your Employee's basic wages or salary under Insured Event 9 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 lost wages or salary cannot be claimed back from the court or tribunal.
6. The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under Insured Event 11.3 where the Person-Insured has taken advice from Our identity theft advice and resolution service.
7. 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 11.5 and 12.

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

Where it has been determined that Reasonable Prospects of Success do not exist the Person-Insured shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

Territorial Limit

1. For Insured Event 6 the United Kingdom Channel Islands Isle of Man Norway Switzerland and countries in the European Union.
2. For all other Insured Events the United Kingdom Channel Islands and the Isle of Man.

We/Us/Our (For this section only)

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the Insurer.

Cover

Following an Insured Events the Insurer will pay the Person-Insured's Legal Costs and Expenses including the cost of appeals (and compensation awards under Insured Event 2.) up to £100,000 for all claims related by time or originating cause and subject to an annual aggregate limit of £1,000,000 for Insured Event 2. subject to all of the following requirements being met:

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 an Employment Tribunal and/or
    b. before proceedings have been or need to be issued.
6. Any dispute will be dealt with by a court tribunal, the Advisory Conciliation and Arbitration Service or a relevant or regulatory or licensing body within the Territorial Limit.

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

Option 1. Gold Cover

Insured Events Covered

1 - Employment

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

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

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

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

have been or ought to have been concluded

What is not insured under Insured Event 1

Any claim arising from or 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 l80 days of this Section except where You have had equivalent cover in force up until the start of this Section
3. costs You incur for preparation and representation at an internal disciplinary hearing or grievance
4. a pension scheme where actions are brought by 10 or more Employees or ex-Employees.

2 - Employment Compensation Awards

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

1. basic and compensatory award awarded against you by a tribunal or
2. amount agreed by Us in settlement of a dispute

Provided that compensation is

a. agreed through mediation or conciliation or under a settlement approved by us in advance 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 membership or non-membership, industrial or labour arbitration or collective bargaining agreements
2. money due to an employee under a contract 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, and
   b. is evidenced in writing and signed by Your Employee or ex-Employee, and
   c. extends no further than us reasonable necessary to protect Your legitimate 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.
2. A dispute about Your compliance with HMRC regulations relating to Your Employees workers or payments to contractors.
3. A dispute with HMRC about Value Added Tax.

Provided that:

1. You keep proper records in accordance with legal requirements and
2. in respect of any appealable matter You have requested an Internal Review from HMRC where available.

What is not insured under Insured Event 4

Any claim relating to

1. tax returns which are submitted late or for any other reason result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions.
2. an investigation by the Fraud Investigation Service of HMRC.
3. circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to Your financial arrangements.
4. any enquiry that concerns assets monies or wealth outside of Great Britain and Northern Ireland.
5. Your failure to register for VAT.

5 - Property

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

1. following an event which causes physical damage to Your material Property
2. following a public or private nuisance or trespass
3. 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. compulsory purchase demolition restrictions controls or permissions placed on land or 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 or
   b. other body with the power to prosecute
   where 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

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 that imposes terms which You wish to appeal.
2. Notice of a formal investigation or disciplinary hearing by a 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 the Data Protection Act 2018 provided that
   a. You are registered with the Information Commissioner
   b. You are able to evidence that you have in place a process to
      i. Investigate complaints from data subjects regarding a breach of their privacy rights
      ii. offer suitable redress where a breach has occurred and that your complaints process has been fully engaged.
5. A civil action alleging the Insured has
   a. Committed an act of unlawful discrimination; or
   b. Failed to correctly exercise their fiduciary duty as a trustee of a pension fund set up for the benefit of Your Employees.

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. an enquiry investigation or enforcement action by HMRC
4. a claim brought against Your Business where unlawful discrimination has been alleged.

8 - Statutory Licence Appeals

An appeal against a formal written proposal by the relevant authority to alter suspend revoke or refuse to renew Your statutory licence or compulsory registration required to run Your Business.

9- Loss of earnings

The Person-Insured's absence from work to attend court tribunal arbitration regulatory proceedings or a professional body's disciplinary hearing at the request of the Appointed Advisor or whilst on 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 – Personal Injury

An event which causes bodily injury to or the death of a Person-Insured.

What is not insured under Insured Event 10

Any claim arising from or relating to a condition illness or disease which develops gradually over time.

11 – Executive Suite

This Insured Event applies only to the principal executive officers directors and partners of Your Business.

1. A HMRC enquiry into the executive's personal tax affairs.
2. A motoring prosecution that arises from driving for personal social or domestic use including commuting to or from Your Business.
3. A claim that arises from personal identity theft provided that the person claiming has sought and followed advice from the Executive suite identity theft resolution helpline.
4. A dispute that arises from the terms of Your Business partnership agreement that is to be referred to mediation.
5. Crisis communication as described in Insured Event 12 below shall be available to the principle executive officers directors and partners of the Business for matters occurring in their private and personal capacity that cause significant adverse publicity or reputational damage.

What is not insured under Insured Event 11

1. Any claim relating to
    a. tax returns which are submitted late or for any other reason result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions.
    b. an investigation by the Fraud Investigation Service of HMRC.
    c. circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to Your financial arrangements.
    d. any enquiry that concerns assets monies or wealth outside of Great Britain and Northern Ireland.
    e. A parking offence
    f. Costs incurred in excess of £25,000 for a claim under 11.4 and 11.5.
2. Crisis communication for a matter that has not actually resulted in adverse publicity appearing online in print or broadcast.

12- 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 staff/customers/ suppliers and/or a telephone or website script or social media messaging and/or
3. arrange, support and represent a Person-Insured at an event which media will be reporting
4. support the Person-Insured by taking phone calls/emails and managing interaction with media outlets
5. support and prepare the Person-Insured for media interviews

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

What is not insured under Insured Event 12

Any claim arising from or relating to

1. Matters that should be dealt with through Your normal complaints procedures
2. a matter that has not actually resulted in adverse publicity appearing online in print or broadcast
3. costs incurred in excess of £25,000

Section Extension

The Gold option also includes access to the following:

Executive suite identity theft resolution 0333 000 2083

This service is available to the principal, executive officers, directors and partners of the Business between 9am and 5pm on weekdays (except bank holidays). We provide telephone advice to help executives keep their personal identity secure. Where identity theft is suspected, Our specialist caseworkers can help the victim to restore their credit rating and correspond with their card issuer, bank or other parties. Identity theft expenses are insured under Insured Event 11.3 when Your executives use this helpline.

Crisis Communication Helpline 0344 571 7964

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

Redundancy Assistance Helpline 0117 917 1698

If you are planning redundancies and need extra legal support, we can arrange specialist consultancy assistance for you. Redundancy assistance will help you to implement a fair selection process and ensure that the redundancy notices are correctly served. The service offers document review and telephone or written advice and is subject to a charge. If you would like us to arrange Redundancy assistance please call us between 9am and 5pm on weekdays (except bank holidays).

Option 2. Silver Cover

Tax Protection (for the purposes of the general terms, conditions and exclusions applying to this section, any reference to Insured Event 4 shall also be considered to mean this section)

1. A formally notified aspect or full enquiry into Your Business tax affairs.
2. A dispute about Your compliance with HMRC regulations relating to Your Employees workers or payments to contractors.
3. A dispute with HMRC about Value Added Tax.

Provided that:

1. You keep proper records in accordance with legal requirements and
2. in respect of any appealable matter You have requested an Internal Review from HMRC where available.

What is not insured under Option 2 Silver Cover

Any claim relating to

1. tax returns which are submitted late or for any other reason result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions.
2. an investigation by the Fraud Investigation Service of HMRC.
3. circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to Your financial arrangements.
4. any enquiry that concerns assets monies or wealth outside of Great Britain and Northern Ireland.
5. Your failure to register for VAT.

What is not insured under this Section (Applicable to both Gold and Silver covers)

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

1. costs or compensation awards incurred without Our consent;
2. any actual or alleged act omission or dispute happening before or existing at the start of this Section of the Policy and which the Person-Insured knew or ought reasonably to have known could lead to a claim;
3. an allegation against the Person-Insured involving
   a. assault violence indecent or obscene materials dishonesty malicious falsehood or defamation
   b. the manufacture dealing in or use of alcohol and/or illegal drugs
   c. illegal immigration
   d. money laundering or bribery offences breaches of international sanctions fraud or any other financial crime activities

   Except in relation to Insured Event 12.
4. defending a claim in respect of damages for personal injury (other than injury to feelings in relation to Insured Event 1) or loss or damage to Property owned by the Person-Insured;
5. National Minimum Wage and/or National Living Wage Regulations
6. patents copyright passing-off trade or service marks registered designs and confidential information (except in relation to Insured Event 3);
7. a dispute with any subsidiary parent associated or sister company or between shareholders or partners (except in relation to mediation under Insured Event 11.4)
8. franchise or agency agreements;
9. a judicial review;
10. a dispute with Us the Insurer or the party who arranged this cover not dealt with under Arbitration Condition below;
11. the payment of fines penalties or compensation awarded against the Person-Insured (except as covered under Insured Event 2) or costs awarded against the Person-Insured by a court of criminal jurisdiction.

Conditions which apply to this Section (Applicable to both Gold and Silver covers)

Where the risk is affected by the Person-Insured's failure to keep to these conditions We can cancel this section or the Insurer may refuse a claim or withdraw from an ongoing claim. The Insurer also reserve the right to claim back Legal Costs & Expenses from the Person-Insured if this happens

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 the claim in favour of the Person-Insured
2. cooperate fully with Us give the Appointed Advisor 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 & expenses and where recovered pay them back to the Insurer
4. allow the Insurer at any time to take over and conduct in the Person-Insureds name any claim

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. a suitably qualified advisor considers that it has become necessary to issue 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 Person-Insured's claim is to be dealt with by the Employment Tribunal where We shall always choose the Appointed Advisor.

3. Where the Person-Insured wishes to exercise their right to choose they must write to Us with their preferred representative's contact details Where the Person-Insured's chooses to use their preferred representative We will not pay more than We agree to pay a solicitor form Our panel (Our panel solicitor firms are chosen with care and We agree special terms with them including rates which may be lower than those available from other firms.)
4. 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

1. The Person-Insured must agree to Us having sight of the Appointed Advisor's file relating to the Person-Insured's claim. The Person-Insured is considered to have provided consent to Us or Our appointed agent to have sight of their file for auditing and quality and cost control purposes
2. A Person-Insured must have Your agreement to claim under this policy

Settlement

1. The Insurer can settle the claim by paying the reasonable value of the Person-Insured's claim.
2. The Person-Insured must not negotiate or settle the claim without Our written agreement.
3. If the Person-Insured refuses to settle the claim following advice to do so from the Appointed Advisor the Insurer reserve the right to refuse to pay further costs.

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 the Insurer will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by Us then the Insurer will pay for a final opinion which will be binding on the Person-Insured and Us. This does not affect Your right under Arbitration below.

Arbitration

If a dispute between the Person-Insured and Us arises from this Section the Person Insured can make a complaint to Us as described in the section about making a complaint and We will try to resolve the matter If We are unable to satisfy the Person-Insured's concerns and the matter can be dealt with by the Financial Ombudsman Service the Person-Insured can ask them to arbitrate over the complaint. If the dispute cannot be dealt with by the Financial Ombudsman Service it can be referred for independent arbitration to a qualified person agreed upon by both parties The loser of the dispute shall be liable to pay the costs incurred. If we fail to agree on a suitable person to arbitrate the matter we will ask the President of the relevant Law Society to nominate The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties

Acts of Parliament Statutory Instruments Civil Procedure Rules & Jurisdiction

All legal instruments and rules referred to within the policy shall include equivalent legislation in Wales 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.

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; or
c. Your employee.

12**. Operative Time**
Twenty four (24) hours a day at any time.

13. **Person-Insured**
You or Your partners, directors or employees specified in the policy schedule aged not less than 16 years nor more than 70 years

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

15. **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.

16. **Quadriplegia**
The permanent and entire paralysis of both legs and both arms

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

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

19. **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."; and

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; or
13. or resulting from or in connection with any Communicable Disease or the fear or threat of any Communicable Disease. This includes any action taken in controlling, preventing, suppressing, responding or in any way relating to any actual or threatened Communicable Disease.

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
9. Temporary partial disablement payable per week

Exposure: Death or disablement solely as a result of unavoidable exposure to severe weather conditions is deemed to be Bodiy 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 is 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, andWe will only then pay if the Person-Insured have not in the meantime died as a result of the Bodily Injury; and
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:	
a. All toes – one foot.	15%
b. Big toe – both joints.	10%
c. Big toe – one joint.	5%
d. Other than big toe – each.	5%
6. Shoulder or elbow.	25%
7. Wrist, hip, knee or ankle.	20%
8. Lower jaw by surgical operation.	30%

9. Any permanent partial disability not listed in the benefits above, up to a maximum of 100% of the sum insured.

Provided that:
1. any permanent partial disability payable under Item 9 will be calculated by Us with reference to a medical assessment of the degree of disability relative to the above scale without reference to any occupation provided that:
a. the total benefit payable to You shall not exceed 100% of the sum insured as the result of any one Bodily Injury;
b. any existing disability will be taken into account in assessing benefits payable in respect of any subsequent Bodily Injury; and

2. when more than one form of disablement results from one accident the percentages from each are added together but We will not pay more than 100% of the Sum Insured.

Policy Endorsements

Endorsement: Personal Accident For Hands

This Endorsement is only operative if confirmed in the Schedule

Definitions

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

Insured Person shall mean

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

Cover

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

Results

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

Provided that:

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

Section Conditions

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

Section Exceptions

We will 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.

Fitness Gold Holistic & Wellbeing Policy

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