Salon Gold®

Salon Gold Policy

Policy Information

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

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

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

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

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 Salon Gold (Henry Seymour & Co) within 14 days of receipt , We will return any premium paid in full.

If You wish to terminate the cover at any other time, please contact Salon Gold (Henry Seymour & Co). We will give You a pro rata refund of the premium 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 **Salon 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 the Person-Insured should contact ARAG as soon as possible. If the Person-Insured instructs their own lawyer or accountant without telling ARAG, they will be liable for costs that are not covered by this policy.

The Person-Insured can obtain a claim form by calling **0330 303 1955** or by visiting **www.arag.co.uk/newclaims** where they can also submit their claim online and find more information on the claims process.

As a Salon Gold Policyholder, You also have access to a website and helplines as described below. Use of these helplines does not constitute making a claim.

We record and monitor calls for training purposes, to improve the quality of Our service, to help Us deal with queries or complaints from You and to prevent and detect fraud and financial crime.

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, Isle of Man, Channel Islands and EU and tax matters within the UK. Tax advice is available between 9.00am and 5.00pm weekdays (excpet bank holidays).

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).

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. This service is available 24 hours a day, 365 days of the year. Calls to the Counselling assistance service will not be recorded.

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

Following an event that has attracted negative publicity which could affect Your Business, You can access professional public relations support from Crisis communication experts. This service is available 24 hours a day, 365 days of the year. In advance of any actual adverse publicity, where possible, initial advice for You to act upon will be provided over the phone. If Your circumstances require professional work to be carried out at that time, this service can help on a consultancy basis and subject to You paying a fee. Where an event has led to actual publicity online, in print or broadcast, that could damage Your Business, You are insured against the costs of crisis communication services under Insured event 12 when You use this helpline.

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if Our advisors consider that Your helpline usage is becoming excessive they will tell You. If following that warning, usage is not reduced to a more reasonable level, We can refuse to accept further calls.

Business Legal Services www.araglegal.co.uk

You also have free access to Our digital law guides and 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, visit www.araglegal.co.uk, click 'Businesses', select the category 'Legal Documents', click 'Sign up now' and enter the voucher code shown on your Schedule. After completing a short registration form, You will be provided with access.

If You have problems using the website please contact the digital technical support team. Contact details can be found on the website. The digital technical support team cannot give You legal or insurance advice.

Claims Co-operation

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

How to Complain

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

Salon Gold (Henry Seymour & Co)
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 ARAG's Customer Relations Department who will arrange to have it reviewed at the appropriate level. ARAG 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, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.

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
Peasholme 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 e.g. disease could be made many years after the disease is caused and if Your insurer cannot 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" are a 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: in writing to Linda Plows, at Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB or 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 a 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 about You from, Our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, Our regulators 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 (All covers other than Legal Expenses)

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 https://www.arag.co.uk/data-legal/privacy-notice/

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.

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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 ARAG Legal Expenses Insurance Company Limited and administered under a binding authority agreement by ARAG plc, and is administered by Salon Gold (Henry Seymour & Co) in accordance with the authority granted under binding authority agreement(s).
In consideration of payment of the premium, the Underwriters set out above are bound severally and not jointly to indemnify You within the limits terms conditions and exceptions of this Policy against the events set out in the sections operative and occurring in connection with the Business during the Period of Insurance and any subsequent period for which You pay and the Underwriters agree to accept a premium.

This policy is underwritten by

Legal Expenses Section	ARAG plc is authorised and regulated by the Financial Conduct Authority (FRN452369). Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 02585818. ARAG plc is authorised to administer this insurance on behalf of the Insurer ARAG Legal Expenses Insurance Company Limited. ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.
All Other Sections	Hiscox Underwriting Ltd on behalf of Hiscox Insurance Company Limited 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 – Salon Gold

Salon 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 Salon Gold (Henry Seymour & Co)
If You do not tell Us of relevant changes Your Policy may not be valid or the Policy may not cover You fully
You should keep a written record (including copies of letters) of any information You give Us or Salon Gold (Henry Seymour & Co) when You renew this Policy

Henry Seymour & Co (Barkdene Ltd) FCA Register Number 303965 authorised and regulated by the Financial Conduct Authority
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 and regulated by the Financial Conduct Authority
ARAG Legal Expenses Insurance Company Limited FCA Register Number 202106 authorised 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 the 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 on a claim.

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.

General Definitions

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

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

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

We/Us/Our
The Underwriters as set out in the section of the Policy headed The Contract of Insurance and the Underwriters.

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

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

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

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 also 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 or her;
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 sub 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 retrieves 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.

Money

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

Period of Insurance

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

Person-Insured

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

Premises

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

Unless otherwise stated the buildings at the Premises are:

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

Property

Material property.

Schedule

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

Statement of Fact

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

Sum Insured

The Sum Insured as stated in the Schedule.

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.

Vacant or Disused

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

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. 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, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution or military or usurped power.

Conditions Precedent

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

Fire Extinguishment

You must ensure that in kitchens and other areas used for cooking, a fire blanket and a 9 litre foam 2 kilogramme carbon dioxide or 45 kilogramme dry powder extinguisher are available for immediate use

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

Minimum Standards of Protections - Security Level 1

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

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

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

We will not make any payment under the Policy for loss, Damage or Injury occurring whilst this condition is not being complied with, unless You can show the failure to comply could not have increased the risk of the loss, Damage or Injury occurring.

Reasonable Care

You must:

1. take all reasonable precautions to prevent or minimise any circumstance or to cease any activity which may cause Damage accident or Injury;
2. maintain the business Premises, machinery, equipment and furnishings in a good state of repair;
3. exercise care in the selection and supervision of Employees;
4. comply with all relevant statutory requirements, manufacturers recommendations and other regulations relating to the use, inspection and safety of Property and the safety of persons; 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 Injury occurring whilst this condition is not being complied with, unless You can show the failure to comply could not have increased the risk of the loss, Damage or Injury occurring.

Security

Whenever the Premises are closed for business or left unattended, all locks, bolts and other security devices, including any intruder alarm system, must be put into full and effective operation.

We will not make any payment under the Policy for loss, Damage or Injury occurring whilst this condition is not being complied with, unless You can show the failure to comply could not have increased the risk of the loss, Damage or Injury occurring.

Unoccupancy

Within 21 days of the Premises or any part thereof becoming unoccupied, untenanted vacant or not having been actively used. You must ensure that:

1. all services are turned off at the mains, except electricity where needed to maintain any fire or intruder alarm system in operation and the water and heating system drained;
2. the Premises are to be adequately secured against unauthorised entry;
3. at least weekly inspections are to be made of the Premises by You or a responsible person acting on Your behalf; and
4. any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the Premises.
5. We will not make any payment under the Policy for loss, Damage or Injury occurring whilst this condition is not being complied with, unless You can show the failure to comply could not have increased the risk of the loss, Damage or Injury occurring.

General Conditions

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

Basis of Claims Settlement for Property

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

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

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

Special Conditions

1. Our liability for the repair or restoration of Property Insured damaged in part only shall not exceed the amount which would have been payable had such Property Insured been wholly destroyed.
2. No payment beyond the amount which would have been payable in the absence of this Condition shall be made:
    a. unless reinstatement commences and proceeds without unreasonable delay;
    b. until the cost of reinstatement shall have been actually incurred; and
    c. if the Property Insured at the time of the Damage shall be insured by any other insurance effected by You or on Your behalf which is not upon the same basis of reinstatement.
3. All the terms and conditions of this Policy shall apply:
    a. in respect of any claim payable under the provisions of this Condition, except insofar as they are varied hereby; and
    b. where claims are payable as if this Condition had not been incorporated.

Cancellation

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

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

Choice of Law and Jurisdiction

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

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;
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. enters into 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 has a provisional liquidator, receiver or receiver and manager of the business or undertaking duly appointed; or
    e. has an administrative 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 is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

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.

Excesses

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

Fraud

If a claim made by You or anyone acting on Your behalf to obtain a benefit under this Policy is in any respect fraudulent, 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. retain all premium payments made by You.

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

Index Linking

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

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

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

Interest Clause

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

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 obliged to reinstate Property exactly but only in a satisfactory manner as circumstances allow
The maximum amount We will pay in respect of one item is the Sum Insured

Sanction Limitation And Exclusion Clause

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 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 combustion of nuclear fuel;
2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

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

a. in respect of liability of any Principal; 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 (Applicable to Contents, Loss of Income and Buildings Sections)
Damage or Loss of Income caused by or arising from pollution or contamination, except (unless otherwise excluded) Damage to the Property Insured directly or indirectly caused by:

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

Date Recognition (Not applicable to Employers Liability Sub-Section)
Damage, accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data, processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software, whether Your Property or not and whether occurring before during or after the year 2000:

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

In respect of Contents, , Loss of Money, Loss of Income and Buildings Sections, this General Exclusion shall not exclude subsequent Damage not otherwise excluded which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion strikers locked-out workers, persons taking part in labour disturbances malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank, apparatus or pipe, theft or impact by any vehicle or animal.

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

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

Computer Virus and Hacking

1. Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof, whether tangible or intangible (including but without limitation any information or programs or software) and whether Your Property or not where such Damage is caused by Virus or Similar Mechanism or Hacking; 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

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 insurance the burden of proving the contrary shall be upon You.

In the event any portion of this exclusion 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 program, hardware, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment.

Contents Section

Definitions

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

Property Insured

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

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

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

1. clothing personal effects and pedal cycles belonging to You, Your partners, directors, Employees, customers or visitors for which You are responsible, up to a limit of £750 any one person, unless the Schedule states otherwise;
2. the cost of materials and clerical labour incurred in reproducing documents (but not the cost of producing information to be recorded), up to a limit of £5,000, unless the Schedule states otherwise;
3. the cost of materials, clerical labour and computer time incurred in reproducing computer system records (but not the cost of producing information to be recorded) up to a limit of £10,000, unless the Schedule states otherwise; and
4. any Property belonging to the Post Office unless the Schedule states otherwise;
   but excluding
   a. bills of exchange, promissory notes, Money, deeds, bonds, securities or documents of any description, cheques, stamps, credit cards, debit cards, or travel tickets,
   b. jewellery, precious stones, precious metals, bullion or furs, unless the Schedule states otherwise; or
   c. any other Property separately described in the Schedule or which is more specifically insured.

Perishable Goods

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

Cover

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

Standard Contingencies

Fire (including subterranean fire), lightning, explosion or earthquake.

Storm or Flood but excluding Damage:

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

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

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

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

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

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

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

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

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

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

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

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

Accidental Damage, excluding

Damage caused by or resulting from:

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

11. unexplained disappearance, unexplained shortage, inventory shortage, misfiling or misplacing of information;
12. You voluntarily parting with the title or possession of any Property or rights to Property;
13. confiscation, requisition, seizure or destruction by order of the Government or any public authority; or
14. delay, loss of market loss of use or consequential loss or damage of any kind;

Optional Contingencies (only applicable if specified in the Schedule)

Subsidence, Ground Heave or Landslip

Subsidence or ground heave of any part of the site on which the Property Insured stands or Landslip excluding:

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

Special Condition

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

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

Special Conditions

Index Linking

The Sums Insured by this Section are subject to Index Linking

Limit of Liability

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

Basis of Claims Settlement

1. Stock

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

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

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

Automatic Reinstatement of Loss

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

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

Workmen

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

Excess

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

Cover Extensions

Glass including Signs

We will indemnify You in respect of :

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

at the Premises

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

We will not indemnify You in respect of:

1. breakage of glass in:
    a. light fittings and fluorescent tubes;
    b. vehicles; or
    c. vending machines;
2. breakage:
    a. to Stock in trade or goods in trust;
    b. while the Premises is Vacant or Disused;
    c. in transit or while being fitted;
    d. caused by workmen carrying out alterations or repairs to the Premises;
    e. caused in connection with theft of property from the Premises, unless We have agreed to indemnify You in respect of such theft under the Section of this Policy; or
3. the first £250 of each and every loss or the Excess shown in the Schedule ,whichever is the greater.

Goods in Transit

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

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

1. any amount exceeding that detailed in the Schedule in respect of Damage arising out of one single event at any one location to any one load or combination of loads unless the Schedule states otherwise;
2. theft from any unattended vehicle being any vehicle with no person in charge or keeping the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle, unless:
   a. all keys are removed from the vehicle and the vehicle is securely locked at all points of access and any additional locking devices immobilisers or alarms be in operation where fitted; and
   b. the vehicle is situated within a securely locked building or compound between the hours of 9.00 pm and 6.00 am;
3. the deterioration of goods conveyed in frozen, chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature, unless directly due to fire or accident to the conveying vehicle or by Theft or Attempted Theft;
4. Damage due to natural deterioration;
5. any consequential or indirect loss of any kind, loss of market or Damage due to delay;
6. Damage to bills of exchange, promissory notes, Money securities or money stamps, precious stones, jewellery, bullion or loss or death of or injury to living creatures; or
7. spillage, leakage, fermentation, taint, contamination, deterioration, mechanical or electrical breakdown of any goods or merchandise, unless directly traceable to fire, lightning or road accident happening to the vehicle transporting the Property Insured.

Underground Services

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

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

Damage by Emergency Services

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

Property Temporarily Removed

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

1. cleaning;
2. renovation; and
3. repair.

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

Specified Equipment away from the Premises

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

Geographic Limits

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

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

We will not indemnify You in respect of:

a. Damage caused by Theft or Attempted Theft from an unattended vehicle, being any vehicle with no person in charge or keeping the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle unless:
   i. all doors, windows and other openings are left closed, securely locked and properly fastened; and
   ii. the vehicle is situated within a securely locked building or compound between the hours of 9.00 pm and 6.00 am; or
b. Damage to Property in any soft topped, open topped or open sided vehicle by Storm or Malicious Persons or Theft or Attempted Theft.

Replacement Locks

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

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

following Theft or Attempted Theft;

or

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

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

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

Removal of Debris

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

1. removal of debris;
2. dismantling or demolishing; and
3. shoring up or propping,

of the portion or portions of the Property Insured sustaining Damage by any of the Contingencies.

We will not indemnify You in respect of costs and expenses:

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

Exhibitions

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

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

Capital Additions

We will indemnify You for:

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

Loss of Metered Water

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

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

Rent Payable (only operative if a Sum Insured is shown next to the Rent Payable item on Your Schedule)
We will indemnify You for the amount of Rent which You become liable to pay for the period starting on the date of Damage and ending not later than 12 months after the date of Damage if the Premises remain unsuitable for You to occupy following Damage during the Period of Insurance.

Perishable Goods

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

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

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

We shall not be liable under this Extension for:

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

Seasonal Increase

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

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

Exceptions

We shall not indemnify You in respect of any Damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any Communicable Disease, including 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.

Money and Personal Accident Assault Section

Definitions

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

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

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

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

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

Cover (a) Money

We will indemnify You in respect of:

1. loss of Money which:
   a. belongs to You;
   or
   b. You are responsible for,

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

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

d. money in any gaming amusement or vending machine: £500

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

Exceptions

We shall not indemnify You in respect of loss destruction or Damage:

1. arising from fraud or dishonesty of any of Your directors, partners or Employees, unless discovered and reported to the Police and Us in writing within 7 days after the event;
2. which but for the existence of this Section would have been covered by a Fidelity Guarantee policy, except for any excess beyond the amount recoverable thereunder;
3. due to errors or omissions;
4. from unattended vehicles, being any vehicle with no person in charge or keeping the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle;
5. from automated teller machines;
6. outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man; 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) occurring within 104 weeks of Bodily Injury;
2. disablement occurring within 104 weeks of Bodily Injury, being:
   a. total and permanent loss of all sight in one or both eyes, or
   b. total Loss of Limb;
3. permanent total disablement which after 104 weeks of Bodily Injury prevents the Person-Insured from pursuing any occupation;
4. total disablement which within 104 weeks of Bodily Injury which prevents the Person-Insured from pursuing their normal occupation;
5. partial disablement which within 104 weeks of Bodily Injury prevents the Person-Insured from pursuing a substantial part of their normal occupation; or
6. incurred medical expenses.

Clauses

Amounts payable:

1. We will pay:
   a. weekly compensation at 4 weekly intervals;
   b. compensation under Contingencies 4 and 5 for a maximum of 104 weeks from the date that the disablement started;

2. weekly benefit, being paid for the same Bodily Injury will end if We pay compensation under Contingencies 1 – 3; or
3. insurance will end for the Person-Insured if We pay compensation under Contingencies 1 – 3.

Medical Evidence
We will not make any payment unless, in the event of any disablement, the Person-Insured must immediately place himself/herself under the care of a qualified medical practitioner and as often as may be required must submit to medical examination at Our expense.

Conditions and Endorsements

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

Conditions
You must ensure that:

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

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

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

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

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

We will not make any payment under the Policy for loss, Damage or Injury occurring 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 Injury occurring.

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 Geographical Limits.

Geographical Limits

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

Employers Liability Sub-Section

Cover

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

Limit of Indemnity

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

Right of Recovery

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

Extensions to this Sub-Section

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

Injuries to Working Partners

In respect of 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 or proprietor is working in connection with the Business;
2. the Injury is caused by the negligence of another working partner proprietor or Employee whilst working in the Business; 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.

Unsatisfied Court Judgments

This Sub-Section extends to include the following

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

1. the judgment for Compensation is obtained:
   a. in a court of law within Great Britain, Northern Ireland, 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.

Exceptions to this Sub-Section

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

Vehicles

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

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Public Liability Sub-Section

Cover

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

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

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

Limit of Indemnity

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

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

Extensions to this Sub-Section

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

Contingent Motor Liability

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

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

Obstructing Vehicles

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

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

This Indemnity will not apply in respect of liability arising from circumstances in which it is compulsory for You to insure or provide security in respect of such vehicles as a requirement of relevant road traffic legislation.

Overseas Personal Liability

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

The indemnity will not apply to legal liability:

1. arising out of the ownership or occupation of land or buildings; 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 £250 in respect of any claim caused otherwise than by fire or explosion.

Wrongful Arrest

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

Exceptions to this Sub-Section

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

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

1. Injury to any Employee;
2. loss of or Damage to Property belonging to You held in trust by You or in Your custody or control or which is leased, let, rented, hired or lent to You;
3. the costs of remedying any defect or alleged defect in land or premises sold or disposed of by You or for any reduction in value thereof;
4. the ownership, possession or use by You or on Your behalf of any 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;
6. the ownership, possession or use by You or on Your behalf of any craft (air or waterborne) or mechanically propelled vehicles (including power assisted cycles) other than mechanically-propelled garden implements used within the grounds of Your Premises;
7. any advice, treatment or operation, design, formula, specification, inspection, instruction, consultancy, dispensing certification or testing performed or provided by You or on Your behalf;
8. the Excess shown in the Schedule in respect of each and every claim for Damage to Property;
9. liability arising out of Product Supplied after they have ceased to be in Your custody or control, other than:
   a. food or drink sold or supplied for consumption by Your directors partners Employees or visitors; 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;
10. any liquidated damages, fine or penalty;

11. punitive, exemplary, aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages;
12. hiring out of any equipment; or
13. any 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.

Special Conditions to this Sub Section

1. In connection with claims arising from infectious diseases it is a condition 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;
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
2. accidental loss of or Damage to Property,

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

Limit of Indemnity

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

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

Extensions to this Sub-Section

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

Consumer Protection Act Costs

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

1. the proceedings relate to an offence alleged to have been committed in the course of the Business and during the Period of Insurance; 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.

Wrongful Arrest

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

Exceptions to this Sub-Section

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

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

1. Injury to any Employee;
2. loss of or Damage to Property belonging to You, held in trust by You or in Your custody or control or which is leased, let, rented, hired or lent to You;
3. any advice, treatment, design, formula or specification provided by You or on Your behalf for a fee or in circumstance where a fee would normally be charged;

4. professional services rendered;
5. loss of or Damage to any Product Supplied or for the costs of recall, removal, repair, alteration, replacement or reinstatement of such Product Supplied caused by any defect therein or the unsuitability thereof for its intended purpose;
6. any Product Supplied which to Your knowledge is for use in or on any aircraft, missile or for aviation or aerospace purposes or for the safety or navigation of marine craft of any sort;
7. any liquidated damages fine or penalty;
8. punitive, exemplary, aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages; or
9. any Product Supplied which is in Your custody or control.

Special Conditions to this Sub Section

1. In connection with claims arising from infectious diseases it is a condition precedent to liability that:
   a. razor or clipper blades, steel combs, electrolysis needles or any item which could pierce the skin while in use shall be brand new or shall be thoroughly sterilised before use; 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. any treatment carried out by a trainee must be under the supervision of a trained and qualified operative; and
4. where required, You must be registered with the Care Quality Commission (CQC) in accordance with the Healthcare Commissions requirements.

Optional Extensions

Applicable to Public Liability & Products Liability Sub Sections

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

Notwithstanding Exception 5 of Public Liability Sub Section and Exception 3 of Products Liability Sub Section, but still excluding the cost incurred in design, formula, specification, inspection or making refunds in respect of any treatment given by You, We will provide indemnity to You in respect of the following Professional Treatment Risk.

Professional Treatment Risk

Barber

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

Hairdresser

In respect of:

1. washing, styling, cutting, application of hair extensions and drying of hair;
2. tinting, dyeing, bleaching or permanent waving of hair;
3. special treatment of hair including chemical straightening conditioning treatments up to 0.2% formaldehyde;
4. eyebrow treatments including plucking, shaping, tinting, threading, waxing, HD Brows, henna and lamination, provided that, where applicable, You have performed a sensitivity patch test on the client, using the exact substance that is to be applied during the treatment at least 24 hours before performing the treatment for the first time and will not proceed with the treatment if the results of the test are not satisfactory;
5. eyelash treatments including tinting, lifting, perming and applying false eyelashes, provided that, where applicable, You have performed a sensitivity patch test on the client, using the exact substance that is to be applied during the treatment at least 24 hours before performing the treatment for the first time and will not proceed with the treatment if the results of the test are not satisfactory;
6. cutting and shaping of nails including application of acrylic coatings;
7. application of tooth jewellery;
8. ear piercing by gun and stud method, provided that We shall not be liable under this extension unless written parental consent has been obtained for persons under 16 years old;
9. false eyelashes, including semi-permanent eyelash extensions;
10. use of electrical equipment such as tongs, curlers or straighteners; and
11. use of cut throat razors, hair clippers and trimmers.

Nail Technician

In respect of

1. application of nail extensions and nail coatings including varnishes and coatings cured using a UV or LED lamp, provided that You have checked the client is not allergic to acrylics or plastics prior to application;
2. application of nail art;
3. cutting shaping or nails; and
4. manicures and pedicures including paraffin wax.

Beauty Therapist

In respect of

1. acid peels (AHA/glycolic) up to 40% acid, provided that:
   a. You have provided full written aftercare instructions to the client;
   b. the concentration of Glycolic/Alpha-Hydroxy Acid does not exceed 40%; and
   c. You have carried out a test for allergic reaction 24 hours prior to commencing any course of acid skin care treatment. Should there be an allergic reaction to the test the treatment should not proceed and any subsequent treatment to the test will not be covered;
2. acupressure;
3. advanced waxing;
4. airbrush tanning;
5. application of false tanning products;
6. aqua detox;
7. aromatherapy;
8. ayurvedic massage;
9. baby massage, provided that You use a doll when teaching the parents/guardians how to carry out baby massage treatment;
10. bamboo massage;
11. bikini hair colouring,
    provided that You have performed a sensitivity patch test on the client using the exact substance that is to be applied during the Bikini hair colouring at least 24 hours prior to treating the client for the first time and will not proceed with the treatment if the results of the test are not satisfactory;
12. bleaching of superfluous hair;
13. body wraps;
14. bowen technique;
15. chinese foot massage,
    provided that:
    a. You do not carry out any 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; and
    b. 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;
16. craniosacral therapy;
17. crystal healing;
18. detox foot spa;
19. ear piercing using gun and stud method,
    provided that written parental consent has been obtained for persons under 16 years Old
20. electrolysis (epilation),
    provided that You use a new sterile needle (which will be disposed of immediately into a sharps container once treatment is completed) for each client;
21. endermologie,

provided that:

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

22. eyebrow treatments including plucking, shaping, tinting, threading, waxing, HD Brows, henna and lamination, provided that, where applicable, You have performed a sensitivity patch test on the client, using the exact substance that is to be applied during the treatment at least 24 hours before performing the treatment for the first time and will not proceed with the treatment if the results of the test are not satisfactory;
23. eyelash treatments including tinting, lifting, perming and applying false eyelashes, provided that, where applicable, You have performed a sensitivity patch test on the client, using the exact substance that is to be applied during the treatment at least 24 hours before performing the treatment for the first time and will not proceed with the treatment if the results of the test are not satisfactory;
24. facials including ionisation and steam treatments;
25. faradic treatments,

    provided that:

    a. all equipment is kept under regular supervision by a responsible trained person who must be on the premises continuously while the equipment is in use; and
    b. full instructions are given to the clients as to the method of safe use of the facilities;
26. foot massage,

    provided that:

    a. You do not carry out any 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;
    b. 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;
27. galvanic treatments,

    provided that:

    a. all equipment is kept under regular supervision by a responsible trained person who must be on the premises continuously while the equipment is in use ; and
    b. full instructions are given to the clients as to the method of safe use of the facilities;
28. henna body art,

    provided that You have obtained written consent from the parent or guardian of persons under the age of 16 years prior to performing the treatment;
29. hopi ear candles;
30. hot stone therapy;
31. indian head massage;
32. infra-red treatments;
33. kinesiology;
34. lava shell massage;
35. lomilomi massage;
36. make up including day, evening, media, stage, fashion and camouflage;

37. manicure;
38. manual lymphatic drainage;
39. massage including balinese, bio-dynamic, body, deep oscillation, facial, hand, hands free, hawaiian, holistic facial, korean hand, mongolian. russian honey, slavic, swedish, thai hand, thai herbal compress, thai tui-na;
40. micro current,
    provided that:
    a. all equipment is kept under regular supervision by a responsible trained person who must be on the premises continuously while the equipment is in use; and
    b. full instructions are given to the clients as to the method of safe use of the facilities;
41. Myofascial Release;
42. nail cutting, shaping, varnishing, nail art, nail extensions, coatings cured using a UV or LED lamp,
    provided that You have checked the client is not allergic to acrylics or plastics prior to application;
43. non-surgical facelift, provided that:
    a. all equipment is kept under regular supervision by a responsible trained person who must be on the premises continuously while the equipment is in use;
    b. full instructions are given to the clients as to the method of safe use of the facilities; and
    c. We will not cover any treatment involving the use of injections of any kind;
44. oxygen treatments;
45. paraffin wax;
46. pedicure;
47. pejazzle,
    provided that You only use products which have been specifically formulated for use on the face or body and are compliant with any applicable EU or United Kingdom requirements;
48. power plates,
    provided that You:
    a. have received training in the use of power plates
    b. take from the client their medical history and undertake a written consultation prior to use
    c. ensure that the client signs the record card prior to each time they use the equipment stating that they are not suffering from any injury or medical condition that could be affected by the use of power plates
    d. display prominently the manufacturer's instructions; and
    e. supervise the use of power plates and will remain on the premises continuously while the equipment is in use.

    Cover under this Sub-Section does not include liability in respect of:
    a. dietary advice or instruction; or
    b. errors or omissions or neglects in treatment administered by You or on Your behalf;
49. pregnancy massage,
    provided that You:
    a. have the client's general practitioner or midwife's consent prior to treatment;
    b. do not massage over the abdomen;
    c. do not carry out treatment during the first trimester (12 weeks); and
    d. do not massage pressure points on both sides of the ankles nor massage the webbing between the thumb and index finger;
50. reflexology;
51. reiki;
52. self-tanning;
53. semi-permanent eyelash extensions;
54. spray tanning;
55. sports massage,

provided that the massage is carried out by a person who holds level 3 of the National Qualifications Framework or equivalent qualification and a pre-treatment questionnaire must be completed by the client prior to the treatment being given;

56. su-do body art,

    provided that You have:

    a. performed a sensitivity patch test on the client using the exact substance that is to be applied during the Su-do body art treatment at least 24 hours prior to treating the client for the first time and will not proceed with the treatment if the results of the test are not satisfactory; and

    b. obtained written consent from the parent or guardian of persons under the age of 16 years prior to performing the treatment;

57. sugaring;

58. thai foot massage,

    provided that:

    a. You do not carry out any 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;

    b. 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

59. threading;

60. toning tables,

    provided that You:

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

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

    a. dietary advice or instruction; or
    b. errors or omissions or neglects in treatment administered by You or on Your behalf;

61. tooth jewellery;

62. ultrasound,

    provided that:

    a. all equipment is kept under regular supervision by a responsible trained person who must be on the premises continuously while the equipment is in use;
    b . full instructions are given to the clients as to the method of safe use of the facilities; and
    c. We will not cover ultrasound for medical use;

63. vacuum suction,

    provided that:

a. all equipment is kept under regular supervision by a responsible trained person who must be on the premises continuously while the equipment is in use; and

b. full instructions are given to the clients as to the method of safe use of the facilities

64. vajazzle,

provided that You only use products which have been specifically formulated for use on the face or body and are compliant with any applicable EU or United Kingdom requirements;

65. vibro plates,

provided that You:

a. have received training in the use of vibro plates;

b. take from the client their medical history and undertake a written consultation prior to use;

c. ensure that the client signs the record card prior to each time they use the equipment stating that they are not suffering from any injury or medical condition that could be affected by the use of vibro plates;

d. display prominently the manufacturer's instructions; and

e. supervise use of vibro plates and will remain on the premises continuously while the equipment is in use.

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

a. dietary advice or instruction; or

b. errors or omissions or neglects in treatment administered by You or on Your behalf; and

66. warm bamboo massage;

67. waxing.

Trichologist

In respect of

1. analysis of scalp and or hair disorders and the non-medical treatment of those maladies;

2. the use of ultra violet, infra red or high frequency to assist in the treatment; and

3. the blending/mixing of proprietary brands only,

provided that We shall not be liable under this extension for:

a. treatments involving the piercing of the skin;

b. cryotherapy treatment; or

c. treatment of any medical ailment diagnosed by a medical practitioner which is given against such practitioner's advice.

Solaria and Sun Beds

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

a. the tubes used within the equipment emit UVA and UVB rays only;

b. the equipment is used, maintained and serviced in accordance with manufacturer's instructions;

c. the manufacturer's training has been taken by all therapists operating or supervising the operation of the equipment;

d. equipment used is under 5 years old and is owned, hired or leased and used exclusively by You:

e. manufacturers' warning signs are clearly displayed around the vicinity of the solarium and located at eye level;

f. full instructions are given to the customer as to the method of safe use of the equipment including the need to limit exposure time and where the equipment releases ultra-violet rays, the need to wear suitable eye protection and avoid the use of body lotion;

g. the equipment is under regular supervision by a responsible trained person who shall be on the premises continuously while the equipment is in use;

h. prior to each treatment involving ultra-violet rays whether from sun-beds or solaria or other devices, a client record card is completed and signed by each client including a declaration to the effect that they:

i. are not in an advanced state of pregnancy;

ii. they do not suffer from high/low blood pressure or any circulation disorder;

iii. do not have any skin allergies; and

iv. are not taking tranquillisers or antibiotics or antitubercular drugs or any anti-fungal agents or any antidepressants and if they cannot sign such a declaration they will be required to produce a medical certificate stating that they are not abnormally susceptible to the effects of sun treatment;

i. the equipment time settings are operated only by qualified therapists and the therapist responsible for supervising the operation of the equipment at the time of its use has checked that the timer is switched off at the end of each session; and

j. each sun bed operates an automatic shut off once the set time has elapsed.

Additional Treatments
(operative if shown on the schedule)

1. Advanced electrolysis, including the provision of removal of thread veins, removal of warts, removal of skin tags, removal of milia, removal of mole hairs using advanced electrolysis provided that
   a. You use a new sterile needle (which will be disposed of immediately into a sharps container once treatment is completed) for each client in respect of short wave diathermy;
   b. You have provided full written aftercare to the client; and
   c. In respect of the removal of mole hairs a letter of approval must be obtained from the client's doctor;

2. Dermalogica bio surface peel, provided that:
   a. the concentration of Lactic Acid does not exceed 18%;
   b. the concentration of Salicylic Acid does not exceed 2%; and
   c. each customer is tested for an allergic reaction 24 hours prior to commencing any course of Acid Skin Care treatment and will not proceed with the treatment if the results of the test are not satisfactory;

3. Dermalogica pro power peel, provided that:
   a. such peels only contain the following acids and that the concentration of each acid does not exceed the corresponding amount:
      i. lactic acid 30%;
      ii. glycolic acid 30%;
      iii. salicylic acid 2%
      iv. malic acid 15%; and
      v. mandelic acid 10%;
   b. each customer is tested for an allergic reaction 24 hours prior to commencing any course of Acid Skin Care treatment and will not proceed with the treatment if the results of the test are not satisfactory; and
   c. signed consent is obtain in line with Dermalogica pro training;

4. dermaplaning, provided that:
   a. the treatment is carried out by a therapist qualified to NVQ level 2 or above who has also undertaken training in Dermaplaning;
   b. all blades are brand new or are thoroughly sterilised before use and disposed into a sharps container;
   c. a pre-treatment consultation is completed with the client and agreed and signed by them including declaration of any contraindications;
   d. You have provided full written aftercare instructions to the client; and
   e. You do not proceed with the treatment if the client declares any contraindications;

5. Gym equipment

6. intense pulsed light (IPL) variable pulse light (VPL), intense flash light (IFL), light heat energy (LHE), advanced fluorescent technology (AFT), lasers, provided that:
   a. all treatments are carried out from a fixed location, there is no cover for machines that are used on a mobile basis;

b. any such treatments are carried out by a Beauty Therapist qualified to NVQ level 3 (or equivalent) or by a qualified medical professional who has also undertaken manufacturer's training for the machine to be used;
c. machines are only used for the following treatments:
    i. Hair Removal;
    ii. Skin Rejuvenation (excluding Port wine Stains and Haemangioma), Red Veins, Pigmentation or Acne; or
    iii. Cellulite or Lipo treatment (excluding Cryolipolysis and Fat Freezing);
d. the treatment is carried out on persons of 18 years and over;
e. a consent form is completed and signed by the client; and
f. You have used any equipment and/or products for the performance of the Treatment in accordance with the manufacturer's instructions including any skin testing requirements;

7. Jacuzzi

8. LED Face Masks

9. microdermabrasion;

10. micro pigmentation/semi-permanent make-up/micro-blading, provided that:
    a. all materials and needles are destroyed or suitably disposed of after use. No materials or needles should be re-used;
    b. it has been carried out by an operative trained by an authorised teacher who will have issued the relevant certification. Treatments included are:
        i. Eyeliner;
        ii. Eyebrow Lengthening;
        iii. Eyebrow Liner;
        iv. Eyebrow Filling;
        v. Lip Liner; and
        vi. Full Lip Colour;
    c. in the case of Advanced Micro Pigmentation, the Treatment is carried out by an operative trained for Advanced Procedures by an authorised teacher who will have issued the relevant certification. Treatments include are:
        i. Areola Re-pigmentation;
        ii. Scar/Disfigurement/Stretch Mark Camouflage;
        iii. Vitiligo Re-pigmentation;
        iv. Cleft Palate Re-pigmentation;
        v. Hair Replacement Re-pigmentation on the hairline or scalp; and
        vi. Beauty Spots;
    d. You must perform a sensitivity patch test on the client using the exact substance that is to be applied during the treatment at least 24 hours before the proposed treatment and will not proceed with the treatment if the results of the test are not satisfactory;
    e. You or the person giving the treatment shall at all times strictly adhere to the requirements, standards and procedures laid down by the manufacturer;
    f. a consent form has been completed and signed by the client; and
    g. you must use a new sterile needle for each new treatment which will be disposed of immediately afterwards into a sharps container.

11. micro-needling, provided that We shall not be liable under this extension if:
    a. a local anaesthetic cream is used that is based on nanosomes;
    b. the needles used are longer than 1.5mm;
    c. each medical apparatus has:
        i. been used on more than one customer;
        ii. not been sterilised before each use; or

iii. not been discarded after 6 uses; or

d. the sterilisation fluids used to sterilise the medical rollers have not been replace

We shall not be liable under this extension with regard to claims arising from infectious diseases unless:

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

12. Million Dollar Facial, provided that:

a. the treatment is carried out by a therapist qualified to NVQ Level 2 or above who has also completed training in Million Dollar Facial;
b. any needles which could pierce the skin are brand new for each customer before use;
c. any blades or equipment which could pierce the skin or come into contact with the customer while in use is brand new or are thoroughly sterilised before use;
d. all disposable needles have been disposed of immediately into a sharps container;
e. a pre-treatment consultation is completed with the client and agreed and signed by them including declaration of any contraindications;
f. You have provided full written aftercare instructions to the client;
g. the concentration of Hyaluronic Acid does not exceed 10%;
h. any required pre-treatment patch test has been carried out in line with product and training instructions and that treatment does not proceed if there is an allergic reaction to the test;
i. a local anaesthetic cream is used that is based on nanosomes;
j. the needles used are no longer than 1.5mm;
k. the sterilisation fluids used to sterilise the equipment is replaced between each customer; and
l. if the client declares any contraindications you must not proceed with the treatment.

13. nose piercing.

14. radio frequency/cavitation, provided that:

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

15. Sauna

16. Steam Bath/Room

17. Teaching or Training, provided that:

a. You hold a UK recognised teaching qualification;
b. You hold a UK recognised qualification for any treatments in which you are teaching;
c. all students maintain their own student insurance for any work carried out;
d. You are teaching up to a maximum of 20 students at any one time;

<u>Professional Indemnity Extension</u>

We will indemnify You in respect of damages, costs and expenses which You become legally responsible to pay, as a result of negligence by You in the conduct and carrying out of Your Professional Business of teaching and training, in respect of any claims first made against You during the Period of Insurance.

For the purposes of this extension, the limit of indemnity, including costs and expenses incurred in the defence and settlement of the claim, shall not exceed £50,000 in the aggregate during the Period of Insurance and You shall be responsible for the first £250 of each and every claim, inclusive of costs and expenses incurred in the defence and settlement of any claim.

This Professional Indemnity extension does not cover any liability directly or indirectly due to:

1. bodily injury, sickness, disease or death sustained by any person or any loss, damage or destruction of property;
2. the manufacture, construction, alteration, repair, servicing, treating of any goods or products sold, supplied or distributed by You or from any business or occupation, other than as stated in the Schedule, even though same may be carried on by You in conjunction with Your Business;

3. bodily injury, sickness, disease or death sustained by any person arising out of and in the course of their employment by You under a contract of service or apprenticeship;
4. any claim made against You as a result of any dishonest, malicious or illegal acts by You or Your employees;
5. the ownership, use, occupation or leasing of property by You or on Your behalf;
6. any claim or circumstance:

a. known to you prior to inception of this Policy or which in Our reasonable opinion ought to have been known to You; or
b. notified by You under any other insurance prior to the inception of this Policy;

7. work in connection with contracts outside the United Kingdom, Northern Ireland, the Irish Republic or Channel Islands;
8. a. loss or destruction of or damage to any property, or resultant or consequential loss;
   b. any legal liability caused by, contributed to by, resulting from or in connection with:
   i. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
   ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
9. or contributed to by, resulting from or in connection with any war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power;
10. libel or slander; or
11. loss of documents

If during the Period of Insurance You become aware of any circumstance which may be likely to give rise to a claim under this extension and You give written notice to Us of such circumstances during the Period of Insurance, any claims 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 Insurance whenever such claims shall actually be made.

Exceptions to this Optional Extension

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

We will not indemnify You against any liability for any claim or loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with:

1. any of the following:

a. influenza A (H5N1) (also known as ‘avian flu’ or ‘bird flu’);
b. influenza A (H1N1) (also known as ‘swine flu’);
c. coronavirus disease (COVID-19);
d. severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
e. any variation, strain, virus, complex or syndrome that is related to anything in a. to d. above;
f. any fear or threat of a. to e. above; or
g. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to f. above.

2. any:

a. Communicable Disease;
b. fear or threat of any Communicable Disease; or
c. action taken in controlling, preventing, suppressing, responding or in any way relating to any such Communicable Disease,

which has led to any:

i. 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

ii. travel advisory, warning or restriction,

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

However, these exceptions do 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.

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; and
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; and
    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.

Corporate Manslaughter and Corporate Homicide Act 2007

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

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

We will not indemnify You if

a You have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;

b for any fines or penalties of any kind; or

c where You can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide from any other source or insurance or where but for the existence of this Extension the Insured would have obtained indemnity from any other source or insurance.

Cross Liabilities

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

Health and Safety at Work Costs

We will indemnify You and at Your request any director partner or Employee in respect of
legal costs and expenses with Our written consent and costs awarded against You or any director partner or Employee arising in connection with any criminal proceedings (including an appeal against any conviction resulting from such proceedings) as a result of an offence committed or alleged to have been committed during the Period of Insurance and in the course of the Business under the Health and Safety at Work 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 and Products Liability Sub-Sections)

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

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

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

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

For the purpose of this exception and limitation “Pollution or Contamination” shall mean:

a. all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and

b. all loss or Damage to Property or Injury directly or indirectly caused by such pollution or contamination.

Liability under Contract or Agreement

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

Essential Business Legal Expenses Section

Definitions

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

Appointed Advisor

The

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.

Collective conditional fee agreement

A legally enforceable agreement entered into on a common basis between the Appointed Advisor and Us to pay their professional fees on the basis of either

1. 100% “no-win no-fee” or

2. where discounted, that a discounted fee is payable.

Conditional fee agreement

A legally enforceable agreement between You and the Appointed Advisor for paying their professional fees on the basis of either

1. 100% “no-win no-fee” or

2. where discounted, that a discounted fee is payable.

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 ARAG Legal Expenses Insurance Company Limited.

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.
2. 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. Under Insured Event 13 there must be a greater than 50% chance of successfully defending the claim in its entirety.
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 plea 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 Events 6 and 13 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 Event the insurer will pay the Person-Insured's Legal Costs and Expenses (and Compensation Awards under Insured Event 2.) up to £100,000 for all claims related by time or originating cause including the cost of appeals and subject to an annual aggregate limit of £1,000,000 for Insured Event 2. 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 through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant 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 application.

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 against the decision or a court or tribunal
2. redundancy, alleged redundancy or unfair selection for redundancy occurring during the first 180 days of this Section except where You have had equivalent cover in force up until the start of this Section
3. costs You incur for preparation and representation at an internal disciplinary hearing, grievance or appeal
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 the Insurer will pay any

1. basic and compensatory award or
2. an 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, for a period not exceeding 12 months and
   b. is evidenced in writing and signed by Your Employee or ex-Employee, and
   c. extends no further than is reasonably necessary to protect Your legitimate Business interests.
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 Person-Insured (or an ex-Employee provided that they have Your agreement to claim under this Section of the policy) 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 principal, 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.

13 - Contract & Debt Recovery

A breach or alleged breach of an agreement or alleged agreement which has been entered into by You or on Your behalf to buy, sell, hire or lease goods or services or to rent Your Business premises, provided that if You are claiming for an undisputed debt You have exhausted Your normal credit control procedures.

What is not insured under Insured Event 13

Any claim arising from or relating to:

1. an amount which is less than £200
2. a dispute with a tenant or leasee where You are the landlord or lessor
3. the sale or purchase of land or buildings
4. loans, mortgages, endowments, pensions or any other financial product
5. computer hardware, software, internet services or systems which
    a. have been supplied by You or
    b. have been tailored to Your requirements
6. a breach or alleged breach of a professional duty by a Person-Insured
7. the settlement payable under an insurance policy
8. a dispute relating to an Employee or ex-Employee
9. adjudication or arbitration.

What is not Insured Under This Section

A 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 the policy and which the Person-Insured knew or ought reasonably to have known could lead to a claim under this section
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. the payment of fines, penalties, costs awarded against the Person-Insured by a court of criminal jurisdiction or compensation except as covered under Insured Event 2.
5. National Minimum Wage and/or National Living Wage Regulations
6. defending a claim in respect of damages for personal injury (other than injury to feelings in respect of Insured Event 1.) or defending a claim in respect of loss or damage that has been caused to Your property
7. patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to Insured event 3 Employment restrictive covenants)
8. a dispute with any subsidiary, parent, associated or sister company or between shareholders or business partners (except in relation to mediation under Insured Event 11 4.)
9. franchise or agency agreements
10. a judicial review
11. a dispute with Us, the Insurer or the party who arranged this cover not dealt with under the Arbitration Condition below.

Conditions which apply to this Section

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 reserves the right to claim back Legal Costs & Expenses from the Person-Insured if this happens.

The Person-Insured's 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 or proceedings are issued against a Person-Insured or
   b. there is a conflict of interest

the Person-Insured may choose a qualified Appointed Advisor except where the 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 chooses to use their preferred representative, the Insurer 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 and the Insurers liability in respect of that claim will end immediately.
5. In respect of pursuing a claim You must enter into a Conditional Fee Agreement (unless the Appointed Advisor has entered into a Collective Conditional Fee Agreement) where legally permitted.

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 reserves 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 shall be binding on the Person-Insured and Us. This does not affect the Person-Insured's rights under the Arbitration condition below.

Arbitration

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

Fraudulent Claims and Claims Tainted by Dishonesty

In addition to the Fraud conditions as set out under the General Conditions Section, a Person-Insured shall at all times be entirely truthful, accurate and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears to the Appointed Advisor that the Person-Insured has breached this condition and that the breach has:

1. affected Our assessment of Reasonable Prospects of Success, and/or
2. prejudiced any part the outcome of the Person-Insured's claim

the Insurer shall have no liability for Legal Costs & Expenses incurred from the date of the Person-Insured's breach.

Cancellation

In addition to the Cancellation conditions as set out under the Information You have to provide to Us, and the General Conditions Section, the Insurer may also cancel this Section of the Policy and refund the premium for the remaining Period of Insurance if at any time You:

1. enter into a voluntary arrangement or a deed of arrangement or
2. become bankrupt, are placed into administration, receivership or liquidation or
3. you have Your affairs or property in the care or control of a receiver or administrator.

Loss of Income Section

Definitions

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

Indemnity Period

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

Gross Income

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

Additional Increased Cost of Working

The additional expenditure necessarily and reasonably incurred with Our consent.

Outstanding Debit Balances

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

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

Specified Disease

Acute Encephalitis, Anthrax, Cholera, Dysentery, Legionellosis, Legionnaires Disease, Leptospirosis, Paratyphoid Fever, Rabies, or Tetanus.

Cover

Loss of Gross Income

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

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

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

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

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

Additional Increased Cost of Working

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

Special Conditions

Automatic Reinstatement of Loss

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

Cessation of Trading

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

Accounting Adjustments

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

Value Added Tax

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

First Financial Year

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

Cover Extensions

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

Loss of Book Debts

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

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

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

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

a. erasure or distortion of information on computer systems or other records;
b. deliberate falsification of business records;
c. mislaying or misfiling of tapes and records;
d. the deliberate act of the public supply undertaking in restricting or withholding electricity supply;

e. wear and tear and gradual deterioration vermin rust damp or mildew; or
f. dishonest or fraudulent acts by any of Your Employees.

Special Condition applicable to this Extension

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

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

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

Prevention of Access

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

Public Utilities

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

We will not indemnify You in respect of:

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

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

Telecommunications

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

We will not indemnify You in respect of accidental failure:

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

The maximum We will pay will be:

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

Suppliers

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

Disease Murder and Defective Sanitation

the occurrence of:

1. an illness sustained by any person caused by food or drink poisoning attributable to food or drink supplied from the Premises;
2. a Specified Disease at the Premises;
3. murder or suicide at the Premises;
4. an accident which causes defects in the drains or other sanitary arrangements at the Premises; or
5. vermin or pests at the Premises,

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

We will not indemnify You in respect of:

a. costs incurred in cleaning, repair, replacement, recall or checking of Property;
b. losses arising from premises other than those directly affected by the occurrence; or
c. any interruption or loss 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. However, this exclusion does not apply to 2. above in respect of any Specified Disease.

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

Public Emergency

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

1. any incident lasting less than 12 hours;
2. any period other than the actual period when access to the Premises was prevented; or
3. any Communicable Disease or the fear or threat of any Communicable Disease..

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

Buildings Section

Definitions

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

Property Insured

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

Cover

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

Standard Contingencies
Fire (including subterranean fire), lightning, explosion or earthquake.

Storm or Flood but excluding Damage:

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

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

Riot Civil Commotion Strikes Labour Disturbances or Malicious Persons excluding:

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

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

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

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

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

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

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

Accidental Damage excluding:

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

Optional Contingencies (only applicable if detailed in the Schedule)

Subsidence, Ground Heave or Landslip

Subsidence or ground heave of any part of the site on which the property stands or Landslip excluding

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

b. groundworks or excavation at the same premises; or

6. the amount of the Excess stated in the Schedule for each and every claim.

Special Condition

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

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

Special Conditions

Index Linking

The Sums Insured by this Section are subject to Index Linking.

Limit of Liability

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

Basis of Claims Settlement

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

Automatic Reinstatement of Loss

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

Workmen

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

Excess

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

Cover Extensions

Ground Rent

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

European Union and Public Authorities

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

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

We will not indemnify You in respect of:

a. costs incurred:
   i. in respect of Damage not insured by the Section;

ii. where notice was served on You before the Damage occurred;
iii. where an existing requirement must be completed within a stipulated period; or
iv. in respect of property or parts of the property other than foundations (unless foundations are specifically excluded) which have not suffered Damage; or

b. any charge or assessment arising from capital appreciation following compliance with this legislation.

The reinstatement of the property:

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

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

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

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

Underground Services

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

Damage by Emergency Services

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

Capital Additions

We will indemnify You for:

1. any newly acquired buildings and /or newly erected buildings or buildings in the course of erection (excluding any property for which a building contractor is responsible) insofar as the same are not otherwise insured; and
2. alterations, additions and improvements to the Buildings but not in respect of any appreciation in value anywhere in Great Britain, Northern Ireland , the Channel Islands and the Isle of Man, provided that:
   a. at any one situation this indemnity shall not exceed 10% of the Sum Insured by this Section or £50,000, whichever is the lesser; and
   b. You undertake to give particulars of such Cover Extension as soon as practicable and pay any additional premium required.
3. Following payment of such additional premium the provisos of this Cover Extension are fully reinstated.

Contracting Purchasers Interest

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

Trace and Access

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

Special Clauses

Removal of Debris

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

Clearing of Drains

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

Fees

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

Exceptions

We shall not indemnify You in respect of any Damage, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any Communicable Disease, including 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.

Terrorism Section

This Section is only operative if specified in the Schedule.

This Insurance is extended for the Period of Insurance stated above to include:

- loss of or Damage to Property Insured at the Premises, as stated in the Schedule to this Insurance, situated in the United Kingdom other than Northern Ireland (meaning England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987); and
- where applicable under this Insurance, consequential loss arising from business interruption,

the proximate cause of which is an Act of Terrorism duly certified as such by Her Majesty's Government or HM Treasury or any successor or other relevant authority,

provided always that the Terrorism Insurance provided under this Extension is

A limited to loss or Damage occasioned by or happening through or in consequence of acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto; and

In any action, suit or other proceedings where the Underwriters allege that any loss or damage is not covered by this Extension, the burden of proving that such loss or damage is covered shall be upon the Assured/Insured; and

B not applicable to

1. any land or Building of which any part is
   (a) insured in the name of an individual (where any person holds or owns flats or houses insured hereunder as a trustee pursuant to terms of a trust, or by way of a business as a sole trader, such person shall not be construed as an "individual" for the purposes of this Proviso B, unless such person occupies any such flat – not including a block of flats – or house as a private residence); or(b) occupied as a private residence, or owned or occupied in the name of an individual, unless
   (i) the proportion of such land or building which is commercially occupied is more than 20%; and
   (iii) any part which is occupied as a private residence, or owned or occupied in the name of an individual, is insured under the same policy to which this Extension applies and which otherwise insures the part which is not so occupied, or owned or occupied, or separately, but in any event not in the name of an individual; or

2. any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

Nuclear Installation
Nuclear Installation means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for:

a) the production or use of atomic energy;

b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; orc) the storage, processing or disposal of nuclear fuel or bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear Reactor
Nuclear Reactor means any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

C not subject to any of the excluded perils specified in this Policy other than those applying specifically in respect of the Terrorism Insurance provided under this Extension as stated in E and F below;

D subject otherwise to the terms, conditions, deductibles and limits of this Insurance except as expressly varied hereby;

E subject to the exclusion of war and allied risks, defined as any loss whatsoever occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;

F subject to the exclusion of digital or cyber risks, defined as any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

a) the alteration, modification, distortion, corruption of or damage to any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software); or

b) any alteration, modification, distortion, erasure, corruption of data processed by any such computer or other equipment or component or system or item,

whether the property of the Assured / Insured or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack.

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

Hacking
Hacking means unauthorised access to any computer or other equipment or component or system or item which processes, stores or retrieves data, whether the property of the Assured/Insured or not.

Phishing
Phishing means any access or attempted access to data or information made by means of misrepresentation or deception.

Denial of Service Attack
Denial of Service Attack means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of Service Attack includes but is not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

and provided that Our liability in respect of all losses arising out of any one occurrence and, where applicable under this Policy, in the aggregate in any one period of insurance shall not exceed the limits as otherwise specified in the Policy. .

Irrespective of the currency in which this Insurance is expressed, the limit of liability and the premium for the Terrorism Insurance effected by this Extension will be determined in Sterling.

Special Conditions

The Terrorism Insurance provided under this Extension shall not apply to:

- any Long Term Agreement / Undertaking to which this Insurance is subject; or
- any terms in the Policy that provide for adjustments of premium based upon declarations on expiry or during the period of insurance.

Special Provision

Notwithstanding anything stated herein to the contrary, this Terrorism Extension applies also to any Property Insured at the Premises, as stated in the Schedule to this Insurance, which is insured in the name of an individual and is occupied as a private residence or where the commercially occupied portion of the property does not exceed 20%, other than in respect of any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by, contributed to by, resulting from or in connection with:

a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or

b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or

c) chemical and/or biological and/or radiological irritants, contaminants or pollutants.

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 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 is 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, and We 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:	
	1. All toes – one foot.	15%
	2. Big toe – both joints.	10%
	3. Big toe – one joint.	5%
	4. Other than big toe – each.	5%
6.	Shoulder or elbow.	25%
7.	Wrist, hip, knee or ankle.	20%
8.	Lower jaw by surgical operation.	30%
9.	Any permanent partial disability not listed in the benefits above, up to a maximum of 100% of the sum insured.	

Provided that:

1. any permanent partial disability payable under Item 9 will be calculated by Us with reference to a medical assessment of the degree of disability relative to the above scale without reference to any occupation provided that:

a. the total benefit payable to You shall not exceed 100% of the sum insured as the result of any one Bodily Injury; and

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.

Endorsements

These Endorsements are operative only if confirmed in the Schedule

Endorsement: Intruder Alarm Condition

Definitions

Intruder Alarm System

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

Alarmed Premises

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

Responsible Person

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

Keyholder

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

You must ensure that:

1. the Premises are protected by an Intruder Alarm System installed as agreed with Us;
2. the Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the intruder alarm installers or other installers/engineers as agreed with Us;
3. no alteration to or substitution of:
   a. any part of the Intruder Alarm System;
   b. the procedures agreed with Us for Police or any other response to any activation of the Intruder Alarm System; or
   c. the maintenance contract,

   be made without Our written agreement;
4. the Alarmed Premises shall not be left without at least one Responsible Person therein without Our agreement:
   a. unless the Intruder Alarm System is set in its entirety with the means of communication used to transmit signals in full operation; or
   b. if the Police have withdrawn their response to alarm calls;
5. all keys to the Intruder Alarm System are removed from the Premises when they are left unattended;
6. You maintain secrecy of codes for the operation of the Intruder Alarm System and no details of same are left on the Premises;
7. You shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the alarm company and/or Police Authorities;
8. in the event of notification of any activation of the Intruder Alarm System or interruption of the means of communication during any period that the Intruder Alarm System is set a Keyholder shall attend the Premises as soon as reasonably possible; and
9. in the event that You receive any notification:
   a. that Police attendance in response to alarm signals/call from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed;
   b. from a local authority or magistrate imposing any requirement for abatement of nuisance; and
   c. that the Intruder Alarm System cannot be returned to or maintained in full working order ,

   You shall advise Us as soon as possible and in any event not later than 10.00 am on Our next working day and comply with any subsequent requirements stipulated by Us.

We will not make any payments for any loss or Damage occurring whilst these conditions are not being complied with unless You can show that the failure to comply could not have increased the risk of the Damage occurring.

Endorsement: Security Level 2

Unless agreed otherwise by Us in writing, You must ensure that within 30 days from the date the cover incepted or renewed at the specified Premises the following protections are fitted **in addition to the Minimum Standards of Protections – Security Level 1**

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

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

or

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

We will not make any payment for any loss or Damage occurring whilst these conditions are not being complied with unless You can show that the failure to comply could not have increased the risk of the Damage occurring.

Endorsement: Security Level 3

Unless otherwise agreed by Us in writing You must ensure that the following protections are fitted **in addition to the Minimum Standards of Protections – Security Level 1**

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

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

and qualifies for Level 1 Police response

We will not make any payment for any loss or Damage occurring whilst these conditions are not being complied with unless You can show that the failure to comply could not have increased the risk of the Damage occurring.

Endorsement: Work Away Extension

It is understood and agreed that under the Legal Liabilities Section the Geographical Limits Definition shall be deleted and re-stated as follows

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 of no more than 14 consecutive days by manual employees in connection with the Business undertaken by You or any of Your directors or Employees normally resident in (1) above
3. Elsewhere in the world in respect of any Product Supplied (other than those to Your knowledge sold supplied erected repaired altered treated or installed by You in or for delivery or use in the United States of America or Canada)

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:

(i) in the event of Total Loss of Limbs the maximum Sum
Insured payable hereunder is £10,000 and this shall be reduced or extinguished by any amount paid under Item ii) iii) or iv) in respect of the same accident;

(ii) the maximum Sum Insured payable in respect of the loss of one hand shall be £10,000; and

(iii) payment in respect of the loss of each finger or thumb (or part thereof) is not payable under more than one of the sub-items ii) iii) or iv).

Section Conditions

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

Section Exceptions

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

Salon Gold®

Salon Gold Policy

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