

PROFESSIONAL
salonsdirect



SALON COMBINED INSURANCE
POLICY DOCUMENT

Underwritten By
Ascot Underwriting Limited
20 Fenchurch Street
London
EC3M 3BY

in association with

Professional Beauty
Trades Exhibitions Ltd, 3.21 The Plaza, 535 Kings Road, London SW10 0SZ

and

InEvexco Limited
PO Box 431 West Malling ME6 9GY

InEVEXCO

WELCOME

The insurance contract

In return for payment of the premium shown in your Schedule and Invoice, **We** agree to insure **You**, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage **You** sustain or legal liability **You** incur for accidents happening during the **Period of Insurance**.

Policy documentation

This document, the Schedule of Insurance, the Statement of Fact, and any Endorsements form **Your** policy and will be read together as one document. This document sets out the conditions of the insurance between **You** and **Us**.

YOUR POLICY, STATEMENT OF FACT, AND SCHEDULE OF INSURANCE SHOULD BE READ CAREFULLY TO ENSURE THEY MEET **YOUR** REQUIREMENTS. PLEASE CONTACT INEVEXCO LTD IMMEDIATELY IF ANYTHING NEEDS CORRECTING, OR IF ANYTHING IS NOT CLEAR TO **YOU**. IF **YOU** DO NOT COMPLY WITH THE TERMS, CONDITIONS AND WARRANTIES IN THE POLICY **WE** MAY NOT PAY IF **YOU** WISH TO CLAIM OR MAY ONLY MAKE A REDUCED SETTLEMENT. **YOU** SHOULD REVIEW THE COVER PERIODICALLY TO ENSURE IT IS ADEQUATE FOR **YOUR** REQUIREMENTS.

PLEASE KEEP **YOUR** POLICY, STATEMENT OF FACT, SCHEDULE OF INSURANCE AND OTHER RELATED DOCUMENTS IN A SAFE PLACE AS **YOU** MAY NEED TO REFER TO THEM IF **YOU** MAKE A CLAIM.

Fair presentation

In arranging this policy **You**, **Your** senior management and/or persons responsible for arranging the Policy must have provided **Us** with a fair presentation of the risks to be insured. This means **You** must have clearly disclosed all material facts which **You**, **Your** senior management and/or persons responsible for arranging the Policy knew or ought to have known. If **You** have not made a fair presentation, this could mean part or all of a claim may not be paid. Please be aware that in some circumstances, if **You** have not made a fair presentation of the risk, **We** may avoid the contract and the premium may not be returned. **You**, **Your** senior management, and/or persons responsible for arranging the Policy must also make a fair presentation to **Us** when the policy is to be renewed and any time **You** make an amendment to the policy.

Words in bold type

Wherever words appear in bold in this policy they will have the meanings shown in the Definitions on pages 13 - 15.

Signed for and on behalf of
InEvexco Limited



Mark Clayton, Managing Director

On behalf of Ascot Underwriting Limited

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INTRODUCTION

Your Policy is a valuable document and **We** recommend that **You** study it carefully particularly the pages headed **Important Information** and **What Is Not Covered Under This Policy**

You may find the pages headed **Definitions** helpful as **We** have set out the meaning of some words and terms

Your Policy provides cover against certain clearly specified events but in common with other insurances only against those events **Your** Policy is not a “maintenance contract” and does not provide cover for normal wear tear or deterioration

It is **Your** continuing responsibility to ensure that **Your** property is properly maintained and kept secure

CUSTOMER SERVICE

This insurance is underwritten and administered on behalf of Ascot Underwriting Limited for and on behalf of Syndicate 1414 at Lloyd's ["Ascot Underwriting Ltd"] by InEvexco Limited. If You have a query on this insurance You should contact:

InEvexco Limited
PO Box 431
West Malling
ME6 9GY

Phone: **0345 605 8670**
Email: **info@professionalbeautydirect.co.uk**

If, however, You have a query in relation to a claim, contact:

Woodgate and Clarke
The Red House, King Street
West Malling
ME19 6QT

Phone: **01732 520270**
Email: **claim@woodgate-clark.co.uk**

How to make a complaint

Complaints to Us

We are committed to treating **Our** customers fairly. However, **We** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell **Us Your** name and **Your** claim number or policy number and the reason for **Your** complaint.

We may record phone calls.

For complaints about claims, contact the Claims Director at:

Woodgate and Clarke
The Red House, King Street
West Malling
ME19 6QT

Phone: **01732 520270**
Email: **complaintsdept@woodgate-clark.co.uk**

For complaints about Your policy, contact InEvexco Limited at:

InEvexco Limited

PO Box 431
West Malling
ME6 9GY

Phone: **0345 605 8670**
Email: **info@professionalbeautydirect.co.uk**

Calls to 0345 numbers will cost no more than calls to 01 or 02 numbers in the UK. Calls from mobile phones may cost more. Other network charges will vary.

Complaints to Lloyd's

If **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time by referring the matter to the Complaints Team at Lloyd's.

The address of the Complaints Team at Lloyd's is:

Complaints, Lloyd's, One Lime Street, London EC3M 7HA
Tel: 020 7327 5693 Fax: 020 7327 5225
E-mail: complaints@lloyds.com Website: www.lloyds.com/complaints

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

Complaints to the Financial Ombudsman Service

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

Its address is:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9GE

Phone: **0800 234 567** if calling from a landline or **0300 123 9123** if calling from a mobile

You can visit the Financial Ombudsman Service website at www.fos.org.uk

The ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. **You** can get more information from **Us** or the ombudsman.

If **You** take any of the action mentioned above, it will not affect **Your** right to take legal action.

If **You** have purchased **Your** policy online **You** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

Regulation

InEvexco Limited is authorised and regulated by the Financial Conduct Authority no. 579079.

Ascot Underwriting Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check their website www.fca.org.uk, which includes a register of all the firms they regulate. Or **You** can phone it on **0800 111 6768**.

Financial Services Compensation Scheme

Ascot Underwriting Ltd is covered by the Financial Services Compensation Scheme.

You may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations to **You** under this policy. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU), on its website: www.fscs.org.uk or by phone on 0800 678 1100 or 0207 741 4100.

IMPORTANT INFORMATION

Policy conditions

These are the conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **Your** policy may not be valid

It is important that:

- **You** check that the sections **You** have requested are included in the policy;
- **You** check that the information **You** have given **Us** is accurate – see the “information **You** have given us” section;
- **You** notify **Us** as soon as practicable of any inaccuracies in the information **You** have given **Us**;
- **You** comply with **Your** duties under each section and under the insurance as a whole

These apply to all Sections of the Policy and all Clauses, Endorsements, and Extensions unless otherwise stated

Important Information You Have Given Us

1. Information You have given us

In deciding to accept this policy and in setting the terms and premium, **We** have relied on the information **You**, **Your** senior management and/or persons responsible for arranging the Policy have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this policy as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** policy and any claim. For example, **We** may:

- (a) treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- (b) amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- (c) reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- (d) cancel **Your** policy in accordance with the Right to cancel condition below.

We will write to **You** if **We**:

- (a) intend to treat **Your** policy as if it never existed; or
- (b) need to amend the terms of **Your** policy.

If **You** become aware that information **You**, **Your** senior management and/or persons responsible for arranging the Policy have given **Us** is inaccurate, **You** must inform **Us** as soon as practicable.

Other Important Information

2. Cancellation - Cancelling this insurance

You can cancel this insurance at any time by writing to **Us**.

We can cancel this insurance by giving **You** thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- (a) non-payment of premium;

- (b) a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- (c) non-cooperation or failure to supply any information or documentation **We** request; or
- (d) threatening or abusive behaviour or the use of threatening or abusive language.

3. Cancellation – Cooling Off period

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

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

- (a) **You** notifying **Us** in writing within fourteen days of receipt of the Policy schedule and certificates, and **You** confirming that the original Policy schedule and certificates have been destroyed; and
- (b) no claims having been made and no incidents having arisen that could result in a claim under the policy

If **You** do not exercise **Your** right to cancel **Your** policy, it will continue in force and **You** will be required to pay the premium

4. Cancellation – Refund of Premium

If this insurance is cancelled outside the cooling off period then, **We** will return a percentage of the premium and tax paid for the current Period of Insurance in accordance with the table below subject to

- (a) no claims having been made and no incidents having arisen that could result in a claim under this Policy
- (b) a minimum premium of £25 plus Insurance Premium Tax being retained by **Us**

Number of months on cover from commencement of the Period of Insurance	Percentage of current Premium returned including Tax
Within 1 month	80%
Within 2 months	70%
Within 3 months	60%
Within 4 months	50%
Within 5 months	40%
Within 6 months	30%
Within 7 months	20%
Within 8 months	10%
More than 8 months	0%

If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

5. Important Note - Consumer Insurance (Disclosure and Representations) Act 2012

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

6. Claims - How to make a claim

If **You** want to make a claim under this policy, please contact:

Woodgate and Clarke

The Red House, King Street

West Malling

ME19 6QT

Phone: **01732 520270**

Email: **claim@woodgate-clark.co.uk**

7. Claims – Things You must do

You must comply with the following conditions. If **You** fail to do so, **We** may not pay **Your** claim, or any payment could be reduced.

Whenever anything occurs which might give rise to a claim under this policy, **You** will:

- (a) notify **Us** as soon as possible but no later than
 - (i) 14 days after the date of loss for any claim in respect of riot, civil commotion, strikers, or locked out workers;
 - (ii) 14 days after the date of loss for any claim in respect of hired equipment; or
 - (iii) 14 days after the date of loss for any other loss,and provide full details of what has happened.
- (b) inform the Police as soon as possible following any loss of **Money** or loss destruction or damage by theft or malicious persons.
- (c) send to **Us** as soon as possible, but no later than fourteen (14) days after receipt, any letter, claim, writ, summons or other legal document **You** receive.
- (d) do and permit to be done all things reasonably practicable to minimise the loss or damage or to minimise or check any interruption of or interference with the **Trade or Business** or to avoid or diminish the loss.
- (e) not admit liability to any party or offer or agree to settle any claim without **Our** written permission

8. Claims – To help us settle Your claim

It is **Your** responsibility to prove any loss and, therefore, **You** will:

- (a) provide all help and assistance and co-operation required by **Us** in connection with any claim
- (b) at **Your** own expense, produce and furnish to **Us** the books of account and other documents proofs information explanation and other evidence as may reasonably be required by **Us** for the purpose of investigating or verifying the claim together with if required a statutory declaration of the truth of the claim and of any matters connected with the claim.
- (c) where a claim is made under Section 2 Business Interruption of the Policy, not later than thirty days after the expiry of the **Business Interruption Period** or within the further time as **We** may allow in writing, at **Your** own expense deliver to **Us** in writing a statement setting forth particulars of **Your** claim together with details of all other insurances covering the **Damage** or any part of it.

9. Claims – How we deal with Your claim

If **We** have been advised of a claim or of an occurrence which might give rise to a claim under this Policy **We** will be entitled:

- (a) to enter the **Premises** where the loss has occurred without incurring any liability and without diminishing **Our** right to rely on the terms or Conditions of this Policy and may take and keep possession of any of the property insured for all reasonable purposes and deal with the salvage in any reasonable manner;
- (b) to undertake in **Your** name the defence control or settlement of any claim and for **Our** own benefit take proceedings in **Your** name for the purpose of mitigating the loss or of enforcing any

rights or remedies or of obtaining relief or cover from other parties whether prior to or after payment of any claim has been made;

- (c) take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance; and
- (d) at **Our** sole option to cover **You** by payment, reinstatement, replacement, or repair in respect of any property lost, damaged, or destroyed or any part thereof.

We will not be bound to reinstate exactly or completely but only as circumstances permit in a reasonably sufficient manner and will not in any case expend in respect of any one Item insured more than the Sum Insured thereon

10. Payment of Claims

If a claim is made under the Policy the Premium and Tax for which is paid through **Our** credit scheme **We** may avail ourselves of the Terms and Conditions of the credit scheme and deduct any sum outstanding from **You** to **Us** in respect of the credit facility from any settlement due to **You** of a claim made under this Policy.

11. Claims – Repayment of Excess

You will repay to **Us** the amount of any **Excess** for which **We** have made payment.

12. Claims – Other Insurance

If at the time of any loss damage or injury there is any other insurance other than a more specific insurance covering the same property or liability or contingency **We** will not be liable for more than **Our** rateable proportion thereof and **You** will declare to **Us** the existence and terms of any other insurance and will do all things necessary to secure payment of the relevant proportion of the claim by the other insurance

13. Claims – Fraudulent Claims

If **You**, or anyone acting on **Your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect or if any loss damage or destruction is occasioned by the willful act or with the connivance of **You** or any **Director** or partner then all benefits under this Policy will be forfeited. This means **We** will not pay the false or fraudulent claim, or any subsequent claim.

14. Data Protection

You should understand that any information **You** have provided will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing the information to other parties.

15. 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.

16. Law applicable to this policy

Where **You** are an individual **You** have the right to choose the law which shall apply to this contract.

However the law of England & Wales shall apply unless otherwise agreed in writing by **Us**.

Otherwise any dispute or difference concerning liability under or interpretation of this Policy will be governed by and construed in accordance with English law and **You** will submit any dispute or difference to the exclusive jurisdiction of the English Courts.

17. Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition, or restriction imposed by law or regulation.

18. Observance of Policy Terms

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

19. Reasonable Precautions

You will:

- (a) take all reasonable precautions to select and supervise staff;
- (b) take all reasonable precautions to prevent accidents **Injury** loss or damage;
- (c) take all reasonable measures to observe and fulfil the requirements of all statutory obligations and regulations; and
- (d) maintain the **Premises**, plant, machinery, and fire extinguishing appliances in sound condition

20. Payment of Premium

- (a) The Premium will be paid when due otherwise all benefit under this Policy will be forfeited and the Policy will be cancelled from the date when the Premium was due
- (b) If the Premium for the Policy is paid through a credit scheme
 - (i) it is a condition precedent to **Our** liability that each credit payment is made on the due date as required by the repayment schedule of the credit scheme
 - (ii) if there is a default through non-compliance with credit scheme Terms and Conditions the Policy will be cancelled from the date of the first default
 - (iii) if there is a default in the repayment schedule occurring through circumstances other than a breach of the Terms and Conditions of a credit scheme then the Policy will be suspended for 7 days in order for the default to be remedied If the default remains unremedied within that time the Policy will be cancelled at the end of that 7 day period

21. Alteration of Risk

We will not be liable for any loss destruction damage or liability following:

- (a) alteration of the **Premises** or occupation thereof or to the **Trade or Business** whereby the risk of loss, destruction, damage, or liability is increased; or
- (b) cessation of **Your** interest except by will or operation of law, unless the alteration is agreed in writing by **Us**.

22. Risk Improvement Requirements

All Risk Improvement Requirements notified to and agreed by **You** or on **Your** behalf will be complied with and continue to be complied with during the whole currency of the Policy

23. Unoccupancy

Within 7 days of the **Premises** or any part thereof becoming **Unoccupied**:

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

24. Heating

- (a) All heating apparatus and appliances at the **Premises** must be sited with no combustible materials within hazardous proximity.
- (b) All night storage heaters at the **Premises** must be fitted with sloping wire-guards to prevent combustible materials being placed on them.
- (c) All open fires must be fitted with spark guards.
- (d) All forms of portable heaters must be turned off when the **Premises** are left unattended.

25. Fire Prevention

You will ensure that suitable fire extinguishing appliances are kept at the **Premises** and are maintained in efficient working order

26. Waste

- (a) All oily or greasy waste and cloths must be kept in metal receptacles with metal lids and removed from the **Buildings** at the end of each working day and from the **Premises** at intervals not exceeding one week.
- (b) All other trade waste must be swept up at the end of each working day placed in metal receptacles with metal lids and removed from the **Premises** at intervals not exceeding one week.

27. Employers Liability Right of Recovery

Where Employers Liability risks are insured by this Policy the cover provided is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees within England, Scotland, Wales, Northern Ireland, the Channel Islands, and the Isle of Man

However **You** will repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of law

DEFINITIONS

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

Accounts Receivable means the records of Credit Accounts of the **Trade or Business** kept in the **Salon**

Average means that whenever a Sum Insured is declared to be subject to **Average** if the Sum Insured at the time of the loss destruction or damage hereby insured is less than 85 per cent of the total value of the property insured then **You** shall be considered as being **Your** own insurer for the difference and shall bear the appropriate proportion of the loss accordingly

Buildings means the building and **Outbuildings** of **Standard Construction** occupied for the **Trade or Business** and for private dwelling purposes or the other purposes at the **Premises** described in the Schedule

Business Hours means hours during which **You** or any **Employee** is at the **Salon** for the purposes of the **Trade or Business**

Computer Equipment means electronic data processing and/or word processing equipment including but not limited to all processing units, screens, keyboards, printers, scanners, disk and tape drives, telecommunication and networking equipment and spare components for the equipment and data carrying materials used in connection with the equipment but excluding programmes and software not being proprietary branded data or telephone systems

Contents means all items contained within the following definitions: **General Contents Other Contents Shopfront Stock in Trade and Tenants Improvements**

Contractors means any person, persons, company, firm or organisation which is or are on the **Premises** specified in the Schedule for the purpose of carrying out construction, alteration, extension or repairs to **Buildings** or **Contents**

Damage means accidental physical loss, damage or destruction

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

Director means a director of the policyholder where **You** are a Limited Company

Employee means any

- (1) person under a contract of service or apprenticeship with **You**
 - (2) self-employed person, labour only sub-contractor, labour master or person supplied by any of them
 - (3) person seconded to acquire work experience under a scheme or otherwise
 - (4) person hired to or borrowed by **You**
 - (5) voluntary worker
- whilst working for **You** in the course of the **Trade or Business**

Excess means the amount that will be deducted by **Us** from the total agreed amount of any claim (only one Excess will be deducted from the total amount for claims arising out of one event) This Definition will not apply to Section 4 Public and Products Liability and its Extensions which have Special Definitions

General Contents means salon furniture and furnishings machinery plant trade utensils tools implements and equipment including **Computer Equipment**

Hacking means unauthorised access to any computer or other equipment auxiliary equipment or component or system or item which processes stores transmits or retrieves data whether **Your** property or not

Injury means bodily injury, death, illness, disease or shock causing bodily injury

Invasive means a procedure involving puncture or incision of the skin or insertion of an instrument or foreign material into the body

Money means coin bank and currency notes bankers drafts postal and money orders cheques Giro cheques bills of exchange crossed warrants unused current postage stamps holiday with pay stamps National Insurance stamps stamped holiday with pay cards stamped National Insurance cards National Savings Certificates Premium Bonds luncheon vouchers credit and debit card sales vouchers gift tokens consumer redemption vouchers trading stamps telephone cards validated lottery scratch cards unexpired units in franking machines and VAT purchase invoices belonging to **You** or for which **You** are responsible and pertaining to the **Trade or Business**

Notifiable Human Disease means illness sustained by any person resulting from

(a) food or drink poisoning or

(b) any human infectious or human contagious disease [excluding Acquired Immune Deficiency Syndrome (AIDS)] an outbreak of which the competent local authority has stipulated will be notified to them

Offshore means as from the time when **You** or **Your Employees** or any other person or persons for whom **You** may be responsible embark onto a conveyance at the point of final departure to an offshore rig offshore platform or offshore installation until they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform or an offshore installation

Other Contents means

- (1) documents, manuscripts, and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to **You** of the information contained in the documents, manuscripts, and business books
- (2) computer system records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing the records (excluding any expenses in connection with the production of information to be recorded in the computer system records) and not for the value to **You** of the information contained in the computer system records for an amount not exceeding £5,000 and if not otherwise insured
- (3) **Directors Employees** customers and visitors personal effects for an amount not exceeding £500 in respect of any one person

Outbuildings means any outbuilding used in conjunction with the **Buildings** together with storage tanks fixed signs lighting standards paved terraces verandas patios drives paths walls gates and fences

Pollution or Contamination means

- (1) all pollution or contamination of buildings (1) or other structures or of water or land or the atmosphere
- (2) all **Injury**, loss or **Damage** to property directly or indirectly caused by pollution or contamination

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

Polluting or Contaminating or Seeping Substances means any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, fumes, acid, alkalis, chemicals, dust, micro-organisms and waste including material to be recycled reconditioned or reclaimed

Premises means the **Buildings** including **Outbuildings** and land used for the **Trade or Business** and situate as stated in the Schedule

Principal means any public authority, government, body, company, firm, organisation or person for whom **You** are undertaking a contract

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

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

Salon means those parts of the **Buildings** used by **You** for retail purposes in connection with the **Trade or Business**

Shopfront means the windows, doors, frames, signs and walling, including security fittings and fixed associated electrical equipment all forming part of the front of the **Premises**

Standard Construction means constructed of brick, stone or concrete and roofed with slates, tiles, metal, concrete, asphalt or sheets composed entirely of non-combustible mineral ingredients

Stock in Trade means stock in trade **Your** property or held by **You** in trust or in commission for which **You** are responsible excluding **Stock of Clothing and Leisurewear**

Stock of Clothing and Leisurewear means stock of clothing and leisurewear **Your** property or held by **You** in trust or in commission for which **You** are responsible

Tenants Improvements means sanitary ware decorations and improvements to the **Buildings** including landlord's fixtures and fittings for which **You** are responsible as tenant and not as owner

Territorial Limits means England, Scotland, Wales, Northern Ireland the Channel Islands and the Isle of Man This definition does not apply to Section 3 Employers Liability and Section 4 Public and Products Liability and their Extensions which have Special Definitions

Trade or Business means the Trade or Business specified in the Schedule and includes

- (1) the provision and management for the benefit of **You** and **Your Employees** of canteen social sports educational or welfare facilities and first aid fire security and ambulance services
- (2) the ownership and routine maintenance and repair of the **Premises** from which the **Trade or Business** is conducted

Unoccupied in respect of the **Salon** means closed for **Trade or Business** for more than 21 consecutive days and in respect of any other part of the **Buildings** means without a tenant or occupant for more than 21 consecutive days

Us We or Our means InEvexco Limited acting on behalf of Ascot Underwriting Ltd

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

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

Workmen means any person, persons, company, firm or organisation which is or are on the **Premises** specified in the Schedule for the purpose of carrying out repairs, decoration, general maintenance and minor alterations to **Buildings** or **Contents**

You or Your means the person or persons or corporate body named in the Schedule and includes

- (1) **Your** legal personal representatives if **You** die in respect of liability incurred by **You**
- (2) or at **Your** request any **Director** partner or **Employee**

SECTION 1 BUILDINGS AND CONTENTS

WHAT IS COVERED

If **Damage** occurs during the Period of Insurance within the **Premises** to

1. Property Insured

described in the Schedule at the **Premises**

2. Property not at the Premises being

A. computer records, documents, manuscripts and business books

B. **Stock in Trade** and trade fixtures, fittings and equipment in any building at exhibition premises in which **You** are participating as an exhibitor

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable for

(i) *the **Excess** specified in the Schedule*

A. (i) *the **Excess** specified in the Schedule*
(ii) *theft unless from a locked building*
(iii) *any amount in excess of £1,000*
(iv) *loss damage or destruction unless **Contents** at the **Salon** are insured by this Section*
(v) *loss, damage or destruction to computer records not included under the Definition of **Other Contents***

C. (i) *the **Excess** specified in the Schedule*
(ii) *any amount in excess of 10% of **Contents** Sum Insured*
(ii) *theft from any stand or display whilst left unattended unless the exhibition premises are closed and secure*

We will pay to **You** the amount of loss as stated in the Basis of Settlement

SECTION 1 BUILDINGS AND CONTENTS EXTENSIONS

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

This Section also insures

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable for

1. Glass

Damage to fixed glass polycarbonate and neon or illuminated signs within or forming part of the **Buildings**

Additional Expenses

We will pay for repair or replacement of framework lettering or alarm foil following **Damage** to glass insured by this Section

- (i) the **Excess** specified in the Schedule
- (ii) loss, destruction or damage to glass in any **Unoccupied Premises**
- (iii) breakage caused by scratching installation or removal of glass or repairs to the **Buildings**
- (iv) damage existing prior to the commencement of this insurance
- (v) glass already cracked or broken
- (vi) any amount in excess of 10% of the **Contents Sum Insured** or £5,000 whichever is the less

2. Tenants liability for theft damage

the cost of repair of **Damage** to the **Buildings** or **Outbuildings** for which **You** are responsible as tenant following theft or attempted theft

- (i) damage when the **Buildings** or **Outbuildings** are **Unoccupied**
- (ii) the **Excess**
- (iii) any amount in excess of 50% of the **Contents Sum Insured** or £10,000 whichever is the less

3. Replacement of Locks

the cost incurred in replacement of locks to the **Salon** following loss of keys

- (i) the replacement of locks arising from theft of keys from the **Salon** out of **Business Hours** or when the **Salon** is **Unoccupied**
- (ii) any amount in excess of £1,000 in all

4. Septic Tanks and Underground Services

the cost for which **You** are responsible for repair of **Damage** to

- (a) septic tanks
- (b) underground services (including covers) extending from the **Premises** to the public mains

- (i) the **Excess** specified in the Schedule
 - (ii) any amount in excess of 50% of the **Contents Sum Insured** or £25,000 whichever is the lesser amount
-

SECTION 1 BUILDINGS AND CONTENTS EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

This Section also insures

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable

5. Rented Buildings

against legal liability for **Damage** occurring during the Period of Insurance to the **Buildings** hired or rented to **You** for the purpose of the **Trade or Business**

- (i) for the **Excess** specified in the Schedule
- (ii) for liability assumed under a tenancy or other agreement which would not have attached in the absence of the agreement
- (iii) if Section 4 Public and Products Liability of this Policy is in force
- (iv) for loss, damage or destruction by theft or attempted theft when the **Buildings** are **Unoccupied**
- (v) for any amount in excess of £5,000
- (vi) for loss damage or destruction unless **Contents** at the **Salon** are insured by this Section

6. Extinguishment Expenses

the reasonable costs incurred by **You** for refilling fire extinguishment appliances and replacing used sprinkler heads

- (i) for costs other than as a direct result of insured **Damage**
- (ii) for any amount in excess of £5,000

7. Metered Water

the cost incurred by **You** as determined by the Water Supply Undertakings Meter for charges demanded by the Water Supply Undertaking Company following insured **Damage** to water apparatus after the point of the service feed to the **Premises**

- (i) for the **Excess** specified in the Schedule
- (ii) for any loss, damage or destruction not discovered within 180 days of its occurrence
- (iii) for any loss occurring when any part of the **Buildings** in which the loss occurs are **Unoccupied**
- (iv) for any amount in excess of £2,500

8. Clearing of Drains

the reasonable costs incurred by **You** for clearing cleaning or repairing drains, gutters, sewers and the like for which **You** are responsible

- (i) for the **Excess** specified in the Schedule
- (ii) for costs other than as a direct result of loss damage or destruction caused by a **Defined Peril**
- (iii) for any amount in excess of £5,000

SECTION 1 BUILDINGS AND CONTENTS EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

The insurance by this Section is extended as described below

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable

9. Designation

Where necessary the Item heading under which any property is insured will be determined by the designation under which the property appears in **Your** books

10. Seasonal Sum Insured Increase - Contents

The Sum Insured under **Contents** is increased by 20% for the months of November, December and January in each year or for any other 3 month period selected by **You** and which has been notified in writing to and agreed by **Us**

11. Inflation Protection - Buildings

The Sum Insured on **Buildings** is adjusted monthly by the percentage movement in the Royal Institution of Chartered Surveyors BCIS General Building Cost Index or an alternative index specified by **Us**

We will not charge an additional premium for the changes in the Sum Insured which will occur monthly but the next renewal premium will be calculated on the adjusted Sum Insured

SECTION 1 BUILDINGS AND CONTENTS EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

The insurance by this Section is extended as described below

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable

12. Automatic Reinstatement of Sum(s)

Insured

Unless **We** give written notice to the contrary the Sum(s) Insured will be automatically reinstated by the amount of any claim provided that

- (a) **You** pay the appropriate additional premium and tax
- (b) in respect of **Damage** by theft (if insured) the automatic reinstatement will apply on the first occasion only in each Period of Insurance

13. Purchasers Interest

If **You** have contracted to sell the **Premises** and the purchaser has not insured the **Premises** before completion the purchaser will have the benefit of this Section insofar as it relates to the **Premises** up to the date of completion

14. Workmen

Workmen may be employed to effect repairs decoration general maintenance and minor alterations without prejudice to the insurance hereby

We shall not be liable for **Damage** caused by **Contractors** on the **Premises** for the purpose of carrying out contract works structural or other substantial alterations or extensions (including any contract under JCT conditions) unless agreed by **Us** in advance

It is a condition precedent to **Our** liability that when any work involves the application or generation of heat whether by **Contractors** or **Workmen** or otherwise **You** shall take all reasonable steps to ensure that the appropriate precautions are taken and measures imposed to ensure a safe working environment and minimise the risk of fire or other **Damage**. This means that **We** may not pay claims for losses falling under this extension where **You** (or any **Contractors** or **Workmen** engaged on your behalf) breach any of the above conditions unless the breach was totally irrelevant and could not have affected the actual loss suffered.

SECTION 1 BUILDINGS AND CONTENTS EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

The Insurance by this Section is extended as described below

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable

15. Capital Additions

If during the Period of Insurance

- (a) alterations or additions are made to any **Buildings** insured or
- (b) **Buildings** or **Contents** are acquired or constructed

at any **Premises** or elsewhere within the **Territorial Limits** and the additional property is not otherwise insured it will be held covered under the relevant Items of this insurance from the time from which **You** became responsible for it until the next renewal of this insurance at which date specific insurance will be effected

The Sum Insured by each Item will be deemed to be increased for that period only by the value of the additional property insured under the Item but by not more than 10% and subject to **Our** liability not exceeding £100,000 in respect of additional property at any one location

You will pay the appropriate additional premium and tax from the date upon which **You** took ownership of the alterations or additional **Buildings** or **Contents**

All the terms and Conditions of this Section and the Policy apply to this Extension except as expressly varied

16. Other Interests

The interest of

- (a) any freeholder mortgagee or lessor is noted in the insurance provided by this Section on **Buildings**
- (b) other parties supplying property to **You** under a hiring leasing or similar agreement or lending money for its purchase are noted in the insurance provided by this Section on **Contents**

and where there is a claim under this section the nature and extent of any interest will be disclosed to **Us**

SECTION 1 BUILDINGS AND CONTENTS EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

The insurance by this Section is extended as described below

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable for

17. Non Invalidation

The insurance provided by this Section shall not be invalidated by reason of any act omission or alteration unknown to or beyond **Your** control whereby the risk of **Damage** is increased provided that immediately they become aware thereof they shall inform **Us** in writing and pay an additional premium and tax if required

18. Contractors

Where **We** agree in advance in writing that contract works structural or other substantial alterations or extensions may be carried out by **Contractors** on the **Premises** Section Exclusion 1.F shall not apply provided that all precautions conditions and Risk Improvement Requirements imposed by **Us** are complied with

19. Subsidence Ground Heave or Landslip

This Section also insures **Damage** to the Property Insured caused by subsidence ground heave or landslip of any part of the site on which the property stands

Special Condition

In so far as this insurance relates to **Damage** caused by subsidence ground heave or landslip this policy will be avoided if the risk of **Damage** is increased by reason of demolition groundworks excavation or construction being carried out on any adjoining site unless admitted by **Us** in writing

- (a) *loss damage or destruction to yards car-parks roads pavements walls gates and fences unless also affecting Buildings insured hereby*
- (b) *loss damage or destruction caused by or consisting of*
 - (i) *the normal settlement or bedding down of new structures*
 - (ii) *the settlement or movement of made-up ground*
 - (iii) *coastal or river erosion*
 - (iv) *defective design or workmanship or the use of defective materials*
 - (v) *fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe*
- (c) *loss, damage or destruction which originated prior to the inception of this cover*
- (d) *loss, damage or destruction resulting from*
 - (i) *demolition, construction, structural alteration or repair of any property or*
 - (ii) *groundworks or excavation at the same Premises*
- (e) *the Excess specified in the Schedule*

SECTION 1 BUILDINGS AND CONTENTS

WHAT IS NOT COVERED

These apply in addition to any other Exclusions in the Section and the General Exclusions

We will not be liable for

1. Damage caused by or consisting of

- A. (i) *faulty or defective designs or materials*
(ii) *inherent vice, latent defect, gradual deterioration, wear and tear or frost*
(iii) *faulty or defective workmanship operational error or omission or lack of maintenance on **Your** part or any **Director** partner or **Employee***
(iv) *the bursting of*
(a) *any boiler not used for domestic purposes only*
(b) *any economiser or other vessel machine or apparatus*
*belonging to or under **Your** control in which internal pressure is due to steam only*
*but this will not exclude subsequent **Damage** which itself results from a cause not otherwise excluded*
- B. (i) *corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness mould or toxic mould marring scratching vermin or insects*
(ii) *change in temperature colour flavour texture or finish*
(iii) *joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping*
(iv) *mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates*
but this will not exclude
(a) **Damage** *which itself results from other **Damage** and is not otherwise excluded*
(b) *subsequent **Damage** which itself results from a cause not otherwise excluded*
- C. *theft or attempted theft*
(i) (a) *from the **Buildings***
(b) *from any building not forming part of the **Buildings***
which does not involve entry to or exit from them by forcible and violent means or by actual or threatened assault or violence
(ii) *from any part of the **Buildings** not occupied by **You** for the purpose of the **Trade or Business***
(iii) *from the open or from any outbuilding*
(iv) *from any vehicle or trailer*
(v) *from any **Building** which is **Unoccupied***
but this will not exclude
(a) **Damage** *which itself results from other **Damage** and is not otherwise excluded*
(b) *subsequent **Damage** which itself results from a cause not otherwise excluded*
- D. (i) *subsidence ground heave or landslip unless it results from a **Defined Peril** other than storm or flood and which is not otherwise excluded*
(ii) *normal settlement or bedding down of new structures*
- E. *disappearance unexplained or inventory shortage misfiling or misplacing of information*
- F. **Contractors** *on the **Premises** for the purpose of carrying out contract works structural or other substantial alterations or extensions to **Buildings** (including any contract under JCT conditions)*

SECTION 1 BUILDINGS AND CONTENTS

WHAT IS NOT COVERED (continued)

2. **Damage**

- A. *by wind, rain, hail, sleet, snow, flood or dust to*
 - (i) *any moveable property in the open*
 - (ii) *fences and gates*

- B. *to any building or structure resulting in its own collapse or cracking unless it results from a **Defined Peril** and is not otherwise excluded*

- C. *to the Property Insured*
 - (i) *by fire caused by its undergoing any process involving the application of heat*
 - (ii) *resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair but this will not apply to any **Damage** caused by a **Defined Peril** and not otherwise excluded*

- D. *caused by*
 - (i) *freezing*
 - (ii) *escape of water from any tank apparatus or pipe*
 - (iii) *malicious persons not acting on behalf of or in connection with any political organisation but this will not apply to any **Damage** by fire or explosion which is not otherwise excluded in any **Building** which is **Unoccupied***

3. **Damage to**

- (i) *vehicles licensed for road use (including accessories) caravans trailers railway locomotives rolling stock watercraft or aircraft*
- (ii) *property or structures in the course of construction or erection and materials or supplies in connection with that property*
- (iii) *land pavements piers jetties bridges culverts or excavations*
- (iv) *livestock growing crops or trees*
- (v) *jewellery precious stones precious metals bullion furs curiosities works of art or rare books*
- (vi) **Stock of Clothing and Leisurewear**

4. **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*

*but this shall not exclude **Damage** which results from a **Defined Peril** (other than the acts of thieves and malicious persons which do not involve physical force and violence)*

5. **Consequential Loss**

direct or indirect consequential loss of any kind or description except loss of rent where that Item appears in the Schedule

SECTION 1 BUILDINGS AND CONTENTS BASIS OF SETTLEMENT

1. In respect of **Buildings** and **Contents** We will pay

- A the cost of reinstatement being
- (i) where the property is lost or destroyed
 - in the case of **Buildings** the cost of rebuilding
 - in the case of **Contents** the cost of its replacement by similar property
 - (ii) where the property is damaged the cost of repairing or restoring the damaged portions
- in either case to a condition substantially the same as but not better or more extensive than its condition when new
- B the cost of complying with European Union legislation or Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye Laws of any Public Authority (hereinafter called The Stipulations) being the additional cost of reinstatement of the property as may be incurred with **Our** consent solely by reason of the necessity to comply with The Stipulations first imposed upon **You** following **Damage** provided that the reinstatement is completed within twelve months of the occurrence of the **Damage** or within any further time as **We** may in writing allow
- C the cost of removing debris being the cost incurred with **Our** consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
- (i) incurred in removing debris from outside the site of the **Premises** at which the **Damage** has occurred other than from the area immediately adjacent to that site
 - (ii) arising from pollution or contamination of property not insured by this Section
- D the cost of professional fees being those necessarily incurred in the reinstatement of the property but not for preparing any claim

The undernoted provisions apply

- (1) European Union Legislation or Public Authority requirements
- We** will not be liable for
- (i) requirements relating to undamaged property or undamaged portions of property other than foundations (unless foundations are excluded from the insurance provided by this Section)
 - (ii) any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of The Stipulations
 - (iii) any amount in excess of 15% of the Sum Insured of the relevant Item or where the Sum Insured of the relevant Item applies to property at more than one **Premises** 15% of the total amount for which **We** would have been liable had the property insured by the Item at the **Premises** where the **Damage** occurred been wholly destroyed
 - (iv) the cost incurred in complying with The Stipulations for which there is an existing requirement which has to be implemented within a given period
- (2) Partial Damage
- Where **Damage** occurs to only part of the property **Our** liability will not exceed the amount which **We** would have been liable to pay had the property been wholly destroyed
- (3) Reinstatement on Another Site
- The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to **Your** requirements provided that it does not increase **Our** liability

(4) Alternative Basis of Settlement

Our liability will be limited to the alternative basis of Settlement (as defined below)

- (i) until the cost of reinstatement has actually been incurred
- (ii) if the work of reinstatement is not carried out as quickly as is reasonably practicable
- (iii) if at the time of its **Damage** the property is covered by any other insurance effected by or on **Your** behalf and the other insurance is not on the identical basis of reinstatement defined in Basis of Settlement 1A
- (iv) if it is provided in the Schedule that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement **We** will pay the value of the property at the time of its loss or destruction or the amount of the damage including the costs of

- complying with The Stipulations
- removing debris
- professional fees

as defined in Bases of Settlement 1B C and D above subject to the provisions and exclusions applying to those Bases of Settlement

For the purpose of the Underinsurance Provision the Insurable Amount will be the total of the value at the time of the **Damage** of the Property Insured by the Item and the additional costs 1B C and D above

2. In respect of computer records documents manuscripts and business books We will pay

- (i) the value of the materials as stationery
- (ii) for the clerical labour and computer time expended in reproducing the computer records or writing up those documents
- (iii) the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded

but excluding the value to **You** of the information on or in the computer records documents manuscripts and business books and subject to **Our** liability not exceeding the limit stated in the Definition of **Other Contents** or the Sum Insured whichever is the less

SECTION 1 BUILDINGS AND CONTENTS BASIS OF SETTLEMENT (continued)

General Provision applicable to all terms

Underinsurance

Under Basis of Settlement 1 2 or 3 above if at the time of **Damage** the Sum Insured by the relevant Item on property or interest is less than 85% of the Insurable Amount the amount otherwise payable by **Us** will be proportionately reduced

SECTION 1 BUILDINGS AND CONTENTS CONDITIONS

These apply in addition to the General Conditions

1. Risk Protections

A Fire Extinguishing Appliances

In respect of **Damage** by Fire it is a condition precedent to **Our** liability that **You** will maintain all fire extinguishing appliances at the **Premises** in efficient and effective working order. This means that **We** may not pay claims for losses falling under this section where **You** breach this condition unless the breach was totally irrelevant and could not have affected the actual loss suffered.

2. Other Protective Devices

A Safes and Strongrooms

It is a condition precedent to **Our** liability that whenever the **Premises** are left unattended all keys including those relating to safes or strongrooms and notes of combination lock numbers to safes or strongrooms are removed from the **Premises**. This means that **We** may not pay claims for losses falling under this section where **You** breach this condition unless the breach was totally irrelevant and could not have affected the actual loss suffered.

SECTION 2 BUSINESS INTERRUPTION

WHAT IS COVERED

If the **Trade or Business** at the **Salon** is interrupted as a result of

WHAT IS NOT COVERED

We will not be liable for

1 Insured Damage to Property

Damage to the Property Insured under Section 1 Buildings and Contents

2 Glass

breakage of glass insured by Section 1 Buildings and Contents

(i) any amount in excess of £25,000

3 Underground Services

Damage to septic tanks and underground services insured by Section 1 Buildings and Contents

(i) any amount in excess of £25,000

4 Prevention of Access

Damage to property in the vicinity of the **Salon** by any cause of loss insured under Section 1 Buildings and Contents which prevents or hinders the use of or access to the **Salon**

(i) any amount in excess of £25,000

5 Defective Sanitation Poisoning

Murder Suicide or Disease

(a) closure or restriction on the use of the **Premises** by order of a Public Authority consequent upon vermin, pests, defects in drains or defective sanitation at

(b) any occurrence of a **Notifiable Human Disease** attributable to food or drink supplied from

(c) murder or suicide occurring at the **Premises**

(i) any amount in excess of £25,000

(ii) any costs incurred in the cleaning repair replacement recall or checking of property

*(iii) any loss arising from those **Premises** that are not directly affected by the occurrence discovery or accident*

6 Damage at Suppliers or Customers Premises

Damage at any suppliers or customers premises within the **Territorial Limits** by any Insured Peril under Section 1 Buildings and Contents

(i) any amount in excess of £25,000

SECTION 2 BUSINESS INTERRUPTION (continued)

WHAT IS COVERED

WHAT IS NOT COVERED

If the **Trade or Business** at the **Premises** is interrupted as a result of

7 Failure of Public Utilities

accidental failure of the public supplies of electricity gas or water at the terminal point of the public supply undertakings feed to the **Premises** occurring during the Period of Insurance

- We will not be liable*
- (i) *where the failure is for a period of less than seven hours*
 - (ii) *where the supply authority exercises its right to restrict or withhold supply including but not limited to withdrawal of supply due to industrial action*
 - (iii) *as a result of any fault in any part of **Your** installation at the **Premises***
 - (iv) *for any amount in excess of £25,000*

then **We** will pay **You** for

- (i) Loss of **Gross Earnings** and
- (ii) Increase in Cost of Working

Provided that

- (a) if property for which **You** are responsible is lost destroyed or damaged there is simultaneously in force an insurance covering **Your** interest in the property at the **Premises** under which the insurers have admitted liability for the loss destruction or damage and
- (b) **Our** liability during any one Period of Insurance shall not exceed the Sum Insured stated in the Schedule

Payment of Claims

The amount payable shall be

- (a) in respect of Loss of **Gross Earnings** the amount by which the **Gross Earnings** during the **Business Interruption Period** shall in consequence of the **Damage** fall short of the **Standard Gross Earnings**
- (b) in respect of Increase in Cost of Working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Earnings** which but for that expenditure would have taken place during the **Business Interruption Period** in consequence of the **Damage** but not exceeding the loss of **Gross Earnings** thereby avoided

less any sum saved during the **Business Interruption Period** in respect of the charges and expenses of the **Trade or Business** as may cease or be reduced in consequence of the **Damage**

Provided that if the Sum Insured by this Section be less than the amount of the **Annual Gross Earnings** (or a proportionately increased multiple thereof where the Maximum **Business Interruption Period** exceeds twelve months) the amount payable shall be proportionately reduced

SECTION 2 BUSINESS INTERRUPTION SPECIAL DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold letters in this Section

Business Interruption Period means the period beginning with the occurrence of the **Damage** and ending not later than the Maximum **Business Interruption Period** thereafter stated in the Schedule during which the **Trade or Business** shall be affected as a result

Gross Earnings means the receipts of the **Trade or Business** from all sources less the cost of goods or materials relative to the

Annual Gross Earnings means the **Gross Earnings** during the twelve months immediately before the date of the **Damage**

Standard Gross Earnings means the **Gross Earnings** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the **Business Interruption Period**

to which adjustments shall be made as may be necessary to provide for the trend of the **Trade or Business** either before or after the **Damage** or which would have affected the **Trade or Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**

SECTION 2 BUSINESS INTERRUPTION SPECIAL EXTENSION

WHAT IS COVERED

1 Loss of Accounts Receivable

If records of **Accounts Receivable** are lost, destroyed or damaged, **We** will cover **You** up to the Sum Insured stated in the Schedule during the Period of Insurance

We will also cover **You** in respect of additional expenses incurred by **You** in tracing and establishing **Accounts Receivable** with **Our** consent

WHAT IS NOT COVERED

We will not be liable for

- (i) errors and omissions
- (ii) alteration or concealment
- (iii) unexplained disappearance
- (iv) failure of electric electronic or mechanical accounting systems or storage media
- (v) failure to keep business books and records in standard metal cabinets fire resisting cabinets or safes when the records of **Accounts Receivable** are not in use
- (vi) any loss directly or indirectly resulting from loss destruction or 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

*but this shall not exclude loss which arises from a **Defined Peril** other than the acts of thieves or malicious persons which do not involve physical force and violence or the deliberate acts of rioters strikers locked-out workers persons taking part in labour disturbances or civil commotions*

SECTION 2 BUSINESS INTERRUPTION MEMORANDA

New Business

For the purpose of any claim arising from **Damage** occurring before the completion of the first year's trading of the **Trade or Business** at the **Premises** the loss shall be ascertained by applying the **Gross Earnings** earned during the period between the commencement of the **Trade or Business** at the **Premises** and the date of the **Damage** to the amount by which the **Gross Earnings** during the period of interruption or interference shall have fallen short of the proportional equivalent for that period of the **Gross Earnings** realised during the period between the commencement of the **Trade or Business** and the date of the **Damage**

Alternative Trading

If during the **Business Interruption Period** the **Trade or Business** shall be conducted elsewhere than at the **Premises** the **Gross Earnings** for the **Trade or Business** shall be brought into account in arriving at the **Gross Earnings** during the **Business Interruption Period**

Professional Accountants / Auditors Charges

We will pay to **You** under this Section the reasonable charges payable by **You** to **Your** professional accountants/auditors for certifying any particulars or details or any other proofs information or evidence as may be required by **Us** under the terms of this Section and reporting that the particulars or details are in accordance with **Your** books of account or other business books or documents provided that the sum of the amount payable under this Memorandum and the amount otherwise payable under this Section shall in no case exceed the total Sum Insured by this Section

Alteration

This Section will be cancelled and of no effect if

- (a) the **Trade or Business** be wound up or carried on by a liquidator or receiver or permanently discontinued
- (b) **Your** interest ceases otherwise than by death

SECTION 2 BUSINESS INTERRUPTION WHAT IS NOT COVERED

We will not be liable for

1 Computer Equipment

*loss directly or indirectly resulting from **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 but this shall not exclude loss which arises from a **Defined Peril** other than*

- (a) the acts of thieves and malicious persons which do not involve physical force and violence*
- (b) the deliberate acts of rioters strikers locked-out workers persons taking part in labour disturbances or civil commotions*

SECTION 3 EMPLOYERS LIABILITY

WHAT IS COVERED

We will pay the amount of damages and claimant's costs and expenses for which **You** shall become legally liable to pay in respect of accidental **Injury** sustained by any **Director** or **Employee** caused in the course of employment by **You** within the **Territorial Limits** and resulting directly from the **Trade or Business** during the Period of Insurance

We will also pay for legal costs and expenses incurred with **Our** prior written consent

- (a) in defence of any claims
- (b) for representation at any coroners inquest or inquiry in respect of any death

which may be the subject of cover under this Section

Limit of Insurance

Our maximum liability inclusive of all costs and expenses payable under this Section and Extensions of this Section shall be the Limit of Insurance stated in the Schedule in respect of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source

Discharge of Liability

We having been advised of a claim or an occurrence which might give rise to a claim under this Section will be entitled to pay to **You** in settlement of **Our** liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either

- (i) the Limit of Insurance (less any amounts already paid or incurred) or
- (ii) any other amount for which the claim or claims may be settled

We will then relinquish control of and be under no further liability in respect of the claim or claims

WHAT IS NOT COVERED

These apply in addition to the other Exclusions in this Section and the General Exclusions

We will not be liable for

- (a) **Injury** sustained by any **Director** or **Employee** while being carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where compulsory insurance or security covering this risk is required under any road traffic legislation within the **Territorial Limits**
- (b) liability arising out of any work undertaken or visit **Offshore**
- (c) any liability of whatsoever nature arising out of mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos
This Exclusion shall not apply in respect of the removal or disposal provided that
 - 1 the activity does not form part of **Your** usual **Trade or Business** or contract and
 - 2 the discovery of asbestos by **You** is unintentional and accidental and
 - 3 upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and
 - 4 a HSE licensed asbestos removal contractor is employed if legally required
 - (a) to make safe the area in which the discovery is made as soon as is practicable
 - (b) who has Employers Liability and Public Liability insurances in force
 - (i) that provide Limits of Insurance no less than those stated in the Schedule and
 - (ii) that do not exclude the work to be carried out
- (d) liability arising in connection with work on or in
 - (i) docks, harbours or railways
 - (ii) watercraft or offshore gas or oil installations
 - (iii) chemical or petrochemical works oil or gas refineries or storage facilities
 - (iv) aircraft, airports or airfields
 - (v) collieries, mines or quarries
 - (vi) power stations
 - (vii) any installation where nuclear processing is undertaken
 - (viii) towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, flyovers, dams, motorways or tunnels

SECTION 3 EMPLOYERS LIABILITY SPECIAL DEFINITION

The words defined below will have the same meaning wherever they appear in bold letters in this Section and the Schedule and the Clauses to this Section

Territorial Limits

means

- (1) England, Scotland, Wales, Northern Ireland, the Channel Islands, and the Isle of Man
- (2) elsewhere in the world in respect of accidental **Injury** caused in the course of employment by **You** in connection with the **Trade or Business** sustained by any **Director** or **Employee** normally employed within the territories specified in (1) of this Special Definition whilst working temporarily outside those territories

SECTION 3 EMPLOYERS LIABILITY EXTENSIONS

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

The insurance provided by this Section is extended as described below

1 Cover to Principal

We will cover any **Principal** in respect of the legal liability of the **Principal** arising out of work carried out by **You** under a contract or agreement provided that

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

2 Legal Defence Costs

We will be liable for all costs and expenses incurred with **Our** prior written consent in respect of the defence of

- (a) **You**
- (b) at **Your** request any **Director** partner or **Employee**

against prosecution or incurred in connection with appeal against conviction arising from that prosecution under the provisions of

- (i) the Health and Safety at Work etc. Act 1974
- (ii) the Health and Safety at Work (Northern Ireland) Order 1978

Provided that the offence under the legislation

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

We will not be liable under this Extension for

- (i) the cost of any fine or penalty
- (ii) legal costs and expenses where cover is provided by any other insurance
- (iii) legal costs and expenses arising out of any deliberate act or omission by **You** or any **Director** partner or **Employee**

3 Employees Unsatisfied Damages

If a judgment for damages or costs in respect of **Injury** sustained by an **Employee** arising out of and in the course of employment or engagement by **You** in connection with the **Trade or Business** and arising from an accident occurring within the **Territorial Limits** during the Period of Insurance

- (a) is obtained by the **Employee** in any Court situate within Great Britain Northern Ireland the Channel Islands and the Isle of Man against any person or corporate body other than **You** domiciled or operating from premises within those territories and
- (b) remains wholly or partly unsatisfied six months after the date of the judgment

at **Your** request **We** will pay to the **Employee** the amount of the damages and costs remaining unsatisfied

Provided that

- (i) there is no appeal outstanding
- (ii) the **Employee** has assigned the judgment to **Us**

4 Court Attendance Compensation

If any of the undermentioned persons attend court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to cover under this Section **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required

- (a) any **Director** or partner £500
- (b) any **Employee** £250

5 Injury to Working Partners

In respect of **Injury** to any working partner named in the Schedule the person shall be deemed to be an **Employee** for the purposes of this Section provided that

- (a) the **Injury** is sustained whilst the working partner is working in connection with the **Trade or Business**
- (b) the **Injury** is caused by another working partner or **Employee** whilst working in connection with the **Trade or Business**
- (c) the injured working partner has a valid right of action in negligence against **You** or a working partner responsible for the **Injury**

6 Cover to Others

At **Your** request **We** will cover

- (a) any **Director** partner or **Employee**
- (b) any officer member or **Employee** of **Your** social sports or welfare organisation or first aid fire or ambulance services in their respective capacities as such

Provided that

- (i) **You** would have been entitled to cover under this Section if the claim had been made against **You**
- (ii) the full conduct and control of all claims is vested in **Us**
- (iii) the person is not entitled to cover under any other insurance

SECTION 4 PUBLIC AND PRODUCTS LIABILITY

WHAT IS COVERED

We will pay the amount of damages and claimant's costs and expenses for which **You** shall become legally liable to pay in respect of accidental

- (a) **Injury** to any person
- (b) **Damage** to property
- (c) obstruction, trespass, nuisance, wrongful arrest or interference with any right of way, light, air or water

occurring within the **Territorial Limits** in connection with the **Trade or Business** during the Period of Insurance

Limit of Insurance

Our maximum liability in respect of all payments made under this Section and Extensions of this Section in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source will not exceed the Limit of Insurance stated in the Schedule

Provided that **Our** liability for all payments made in respect of or arising out of **Products** or **Treatments** shall not exceed in the aggregate the Limit of Insurance stated in the Schedule in any one Period of Insurance

Discharge of Liability

If **We** are advised of a claim or an occurrence which might give rise to a claim under this Section **We** will be entitled to pay to **You** in settlement of **Our** liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either

- (i) the Limit of Insurance (less any amounts already paid as damages) or
- (ii) any other amount for which the claim or claims may be settled

We will then relinquish control of and be under no further liability in respect of the claim or claims except for costs and expenses incurred up to the date of payment

WHAT IS NOT COVERED

These apply in addition to the other Exclusions in this Section and the General Exclusions

We will not be liable for

- (a) liability for **Injury** to any **Director** partner or **Employee** where the **Injury** arises out of and in the course of employment by **You**
- (b) **Damage** to property
 - (i) in the custody or control of or owned by **You** or any **Director** partner or **Employee**
 - (ii) being worked on by or on **Your** behalf if loss or damage is as a direct result of the work other than
 - (iii) personal effects of **Directors** partners **Employees** or visitors
 - (iv) buildings including their contents temporarily occupied by **You** for the purpose of carrying out work
- (c) liability arising out of the ownership possession or use of any
 - (i) mechanically propelled vehicle including anything attached to it
 - used in circumstances where insurance or security is required by law
 - where cover is provided by any other policy or security
 - (ii) craft intended to travel through air or space or other aerospace device
 - (iii) hovercraft and watercraft other than non mechanically propelled craft less than 9 metres in length which are used on inland waters
- (d) liability arising out of advice, design, formula, plan or specification given separately for a fee or other remuneration by or on **Your** behalf
- (e) liability arising out of any work **Airside** by **You** or any **Director** partner or **Employee** or any other persons for whom **You** may be responsible
- (f) the costs or expenses incurred in recalling, repairing, reconditioning, replacing, testing or remarketing any **Product** or in rectifying defective workmanship or the replacement cost of any **Product**

SECTION 4 PUBLIC AND PRODUCTS LIABILITY (continued)

WHAT IS NOT COVERED

These apply in addition to the other Exclusions in this Section and the General Exclusions

We will not be liable for

- (g) liability arising from **Products** known to be for use in craft intended to travel through air or space or other aerospace devices*

- (h) liability assumed under any contract or agreement which would not have arisen in the absence of any contract or agreement other than as stated in Extension 2*

- (i) liability in respect of **Pollution or Contamination** including the cost of removing, nullifying or cleaning up Seeping or Polluting or Contaminating Substances or Remediation unless directly caused by a sudden, identifiable, unintended and unexpected occurrence which takes place in its entirety at a specific moment in time and place during the Period of Insurance*
Provided that
 - (i) all **Pollution or Contamination** which arises out of one occurrence will be deemed to have occurred at the time of the occurrence*
 - (ii) **Our** liability for all damages and claimants costs and expenses payable in respect of all **Pollution and Contamination** which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Insurance stated in the Schedule*

- (j) liability arising out of any work undertaken or visit **Offshore***

SECTION 4 PUBLIC AND PRODUCTS LIABILITY (continued)

WHAT IS NOT COVERED

These apply in addition to the other Exclusions in this Section and the General Exclusions

We will not be liable for

*(k) liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device 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 or

(2) correctly to recognise capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of

(i) treating any date otherwise than as its true calendar date or

(ii) the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes loss of data or information or command or instruction or the inability correctly to capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process the data or information or command or instruction on or after any date or

(3) otherwise to function correctly

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

SECTION 4 PUBLIC AND PRODUCTS LIABILITY (continued)

WHAT IS NOT COVERED

These apply in addition to the other Exclusions in this Section and the General Exclusions

We will not be liable for

- (l) any liability of whatsoever nature arising out of mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos
This Exclusion shall not apply in respect of the removal or disposal provided that*
 - (1) the activity does not form part of **Your** usual **Trade or Business** or contract and*
 - (2) discovery of asbestos by **You** is unintentional and accidental and*
 - (3) upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and*
 - (4) an HSE licensed asbestos removal contractor is employed if legally required*
 - (a) to make safe the area in which the discovery is made as soon as is practicable*
 - (b) who has Employers Liability and Public Liability insurances in force*
 - (i) that provide Limits of Insurance no less than those stated in the Schedule and*
 - (ii) that do not exclude the work to be carried out*
- (m) any liability of whatsoever nature arising out of mould or toxic mould*
- (n) liability arising out of any remedial professional or other advice or treatment or the making up or dispensing of any medicine medical cosmetic or toilet preparation or any preparation for the treatment of hair except as described in Extension 15 Treatments and Extension 16 Treatment (Non Injury)*
- (o) the **Excess** of £250 in respect of each claim*

SECTION 4 PUBLIC AND PRODUCTS LIABILITY (continued)

WHAT IS NOT COVERED

These apply in addition to the other Exclusions in this Section and the General Exclusions

We will not be liable for

- (p) *liability arising in connection with work on or in*
 - (i) *docks, harbours or railways*
 - (ii) *watercraft or offshore gas or oil installations*
 - (iii) *chemical or petrochemical works oil or gas refineries or storage facilities*
 - (iv) *aircraft, airports or airfields*
 - (v) *collieries, mines or quarries*
 - (vi) *power stations*
 - (vii) *any installation where nuclear processing is undertaken*
 - (viii) *towers, steeples, chimney, shafts, blast furnaces, viaducts, bridges, flyovers, dams, motorways or tunnels*

We will not be liable for

liability arising in connection with

- (a) *any **Treatment** or service supplied involving the application of any product, chemical, material, preparation or other goods unless the product, chemical, material, preparation or other goods is tested and applied in accordance with the procedures and directions recommended by the manufacturer or other authorised supplier of the product, chemical material, preparation or other goods.*
- (b) *any product, chemical, material or preparation or other goods manufactured or made up to **Your** formula*
- (c) *any **Treatment** or service supplied which involves a product, chemical, material, preparation or other goods which were not imported by the product, chemical, material or preparation manufacturer itself or their authorised agent*
- (d) *any **Treatment** or service supplied which involves a product, chemical, material, preparation or other goods which were not authorised or certified for use in the United Kingdom, where authorisation or certification is a legal requirement*
- (e) *any **Treatment** or service supplied which involves a product, chemical, material, preparation or other goods that cannot demonstrate safety testing in accordance with the standards of the United Kingdom*

SECTION 4 PUBLIC AND PRODUCTS LIABILITY SPECIAL DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold letters in this Section and the Schedule and the Clauses to this Section

Airside

means those parts of airport and airfield premises to which the public do not have free or authorised access

Excess

means the amount that will be deducted by **Us** from the total amount of each claim other than claims relating to **Injury** for which there is no **Excess**

North America

means

- (1) the United States of America and Canada; and
- (2) any territory
 - (i) within their jurisdiction
 - (ii) having a reciprocal enforcement arrangement with them

Pollution or Contamination

means

- (1) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (2) all **Injury** or **Damage** directly or indirectly caused by that pollution or contamination

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

Product

means goods or other property sold supplied delivered installed erected processed repaired altered treated or tested by or on **Your** behalf in the course of the **Trade or Business** and not within **Your** custody

Seeping or Polluting or Contaminating Substances

means any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour fumes acid alkalis chemicals dust micro-organisms and waste including material to be recycled reconditioned or reclaimed

Territorial Limits

means

- (1) England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
- (2) any other member country of the European Union
- (3) elsewhere in the world other than **North America** in respect of **Injury** or **Damage** caused by or arising from
 - (i) **Your** clerical administrative and other non manual activities or of any **Director** partner or **Employee** normally employed within the territories specified in (1) of this Special Definition and occurring during any temporary visit made in connection with the **Trade or Business**
 - (ii) any **Product**

Treatments

means the application of Standard Treatments specified on **pages 58-74** as being insured and any Additional Treatments specified in the Schedule as being insured

SECTION 4 PUBLIC AND PRODUCTS LIABILITY EXTENSIONS

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

We will cover **You** against legal liability

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable

1 Contingent Motor Liability

arising out of the use by any **Employee** for the purposes of the **Trade or Business** of any motor vehicle not belonging to or provided by **You**

- (i) for loss of or damage to any motor vehicle or property conveyed in or on the vehicle*
- (ii) for **Injury** or **Damage** arising while the vehicle is being driven by **You** or any partner or **Director***
- (iii) for **Injury** to any **Employee***
- (iv) for **Injury** or **Damage** occurring outside England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man*
- (v) if cover is provided under any other insurance or security*

2 Contractual Liability

assumed under contract or agreement provided that full conduct and control of all claims is vested in **Us**

- (i) for **Damage** to contract works in respect of which **You** are required to effect insurance under the terms of any contract or agreement*
- (ii) for liability arising out of any contract work executed by or on **Your** behalf*
- (iii) for liability arising from **Products***

3 Defective Premises Act 1972

arising solely by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with premises previously owned or leased by **You** for purposes pertaining to the **Trade or Business** and since disposed of by **You**

- (i) for **Injury** or **Damage** happening prior to the disposal of the premises*
- (ii) for the costs of remedying any defect or alleged defect in the premises disposed of*
- (iii) if **You** are entitled to cover from any other source*

SECTION 4 PUBLIC AND PRODUCTS LIABILITY EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

We will cover

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable for

4 Cover to Principal

any **Principal** in respect of their legal liability arising out of work carried out by **You** under a contract or agreement provided that

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

5 Leased Hired or Rented Premises

You against legal liability for **Damage** of or **Damage** to premises leased hired or rented to **You** for the purpose of the **Trade or Business** within the **Territorial Limits**

- (i) *the first £250 of **Damage** caused otherwise than by fire or explosion*
- (ii) *liability assumed by **You** under a tenancy or other agreement which would not have attached in the absence of agreement*

SECTION 4 PUBLIC AND PRODUCTS LIABILITY EXTENSIONS (continued)

WHAT IS COVERED Each of these Extensions is subject otherwise to the terms of this Section and the Policy

We will cover **You** against legal liability

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

***We** will not be liable for*

6 North America

for **Injury** or **Damage** occurring within **North America** caused by or arising from

- (a) clerical administrative or other non-manual activities of any **Director** partner or **Employee** normally employed within England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man
- (b) any **Product** not known by **You** to be for use in or supply to **North America**

Provided that

Our liability in respect of all damages payable together with

- (i) costs and expenses recoverable from **You** by any claimant
- (ii) all costs and expenses incurred with **Our** written consent

will not exceed the Limit of Insurance stated in the Schedule

*any **Pollution or Contamination** or any cost or expense arising out of any governmental demand or request that **You** test for access monitor clean-up remove contain treat detoxify or neutralise any **Seeping or Polluting or Contaminating Substances** or **Remediation** and **We** will not have the duty to defend any claim or suit seeking to impose costs expenses or liability for damages relating to **Pollution or Contamination** or any other relief*

SECTION 4 PUBLIC AND PRODUCTS LIABILITY EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

We will cover

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable

7 Overseas Personal Liability

You or any **Director** partner or **Employee** or any family member accompanying them

against legal liability incurred in a personal capacity arising out of accidental

- (a) **Injury** to any person
- (b) **Damage**

occurring during the Period of Insurance within the territories stated in (2) and (3) of the **Territorial Limits** during temporary visits in connection with the **Trade or Business**

Provided that

- (i) the conduct and control of all claims is vested in **Us**
- (ii) any person entitled to cover under this Extension complies with and is subject to the terms Conditions and Exclusions of this Policy in so far as they can apply
- (iii) **Our** liability will not exceed the Limit of Insurance
- (iv) stated in the Schedule

(i) for liability arising from

- (a) any business profession or trade
- (b) ownership or occupation of land or buildings
- (c) ownership possession or use of
 - (i) firearms (other than sporting guns)
 - (ii) mechanically propelled vehicles and anything attached to them
 - (iii) craft intended to travel through air or space
 - (iv) hovercraft and watercraft (other than non mechanically propelled craft less than 9 metres in length used on inland waters)
 - (v) animals (other than pet domestic animals)
- (d) property held in trust
- (e) **Injury to You** or any **Director** partner or **Employee** or family member accompanying them

(ii) for liability more specifically insured under a separate policy of insurance

(iii) for liability arising under contract or agreement unless the liability would have arisen in the absence of contract or agreement

8 Tool of Trade

You in respect of liability arising out of the ownership or use of mechanically propelled plant whilst the plant is being used as a tool of trade within the **Territorial Limits**

for liability

- (a) in connection with any watercraft hovercraft or aircraft
- (b) if cover is provided under any other insurance or security
- (c) which is required to be insured under any road traffic legislation or is the subject of other security

SECTION 4 PUBLIC AND PRODUCTS LIABILITY EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

The insurance provided by this Section is extended as described below

9 Cross Liabilities

If more than one person is named in the Schedule as insured **We** will cover each person as though a separate Policy had been issued to each person and **We** agree to waive all rights of subrogation against any that person

Provided that **Our** total liability in respect of any occurrence or series of occurrences attributable to one original cause or source shall not exceed the Limit of Insurance stated in the Schedule

10 Legal Costs and Expenses

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

- (a) representation at any coroners inquest or inquiry in respect of any death
- (b) defending in any court of summary jurisdiction of any proceedings in respect of any act or omission relating to any event which may be the subject of cover under this Section

SECTION 4 PUBLIC AND PRODUCTS LIABILITY EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

The insurance provided by this Section is extended as described below

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable for

11 Legal Defence Costs

We will be liable for all costs and expenses incurred with **Our** prior written consent in respect of the defence of

- (a) **You**
- (b) at **Your** request any **Director** partner or **Employee**

against prosecution or incurred in connection with appeal against conviction arising from prosecution under the provisions of

- 1 the Health and Safety at Work etc. Act 1974
- 2 the Health and Safety at Work (Northern Ireland) order 1978
- 3 Part II of the Consumer Protection Act 1987
- 4 Sections 7 & 8 of the Food Safety Act 1990

Provided that the offence under the legislation

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

(i) *the cost of any fine or penalty*

(ii) *legal costs and expenses arising out of any deliberate act or omission by **You** or any **Director** partner or **Employee***

(iii) *legal costs and expenses where cover is provided by any other insurance*

SECTION 4 PUBLIC AND PRODUCTS LIABILITY EXTENSIONS (continued)

WHAT IS COVERED Each of these Extensions is subject otherwise to the terms of this Section and the Policy

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

The insurance provided by this Section is extended as described below

We will not be liable for

12 Court Attendance Compensation

If any of the undermentioned persons attend court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to cover under this Section **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required

- | | |
|------------------------------------|------|
| (a) any Director or partner | £500 |
| (b) any Employee | £250 |

13 Data Protection Act 1998

We will cover **You** against legal liability to pay damages for damage or distress under the provisions of Section 13 of the Data Protection Act 1998

Provided that

- (a) the act or omission from which liability arises is committed during the Period of Insurance in connection with the **Trade or Business**
- (b) **You** are correctly registered in accordance with the requirements of the Data Protection Act 1998 or have applied for registration which has not been refused or withdrawn

- (i) *liability arising from*
 - (a) *the processing of data for reward*
 - (b) *the determining of the financial status of a person*
 - (c) *a deliberate act or omission by **You** or any **Director** partner or **Employee** from which liability could reasonably be expected by **You** or any **Director** partner or **Employee** having regard to the nature and circumstances of the act or omission*
 - (d) *any agreement which would not have attached in the absence of agreement*
- (ii) *liability if cover is provided under any other insurance*
- (iii) *any fine or penalty*
- (iv) *any costs of replacing reinstating rectifying destroying or erasing any data*
- (v) *any amount in excess of the Limit of Insurance stated in the Schedule*

SECTION 4 PUBLIC AND PRODUCTS LIABILITY EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

The insurance provided by this Section is extended as described below

14 Cover to Others

At **Your** request **We** will cover

- a) any **Director** partner or **Employee**
- b) any officer member or **Employee** of **Your** social sports or welfare organisation or first aid fire or ambulance services in their respective capacities as such

Provided that

- (i) **You** would have been entitled to cover under this Section if the claim had been made against **You**
- (ii) the full conduct and control of all claims is vested in **Us**
- (iii) that person is not entitled to cover under any other insurance

SECTION 4 PUBLIC AND PRODUCTS LIABILITY EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

The insurance provided by this Section is extended as described below

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable for

15 Treatments

We will cover **You** in accordance with the cover provided by this Section against legal liability arising from or out of **Treatments**

Provided that

- (a) those **Treatments** are only performed by **You**
- (b) the appropriate warranties in Pages 56 to 64 of this Policy are complied with
- (c) it is a condition precedent to **Our** liability that all razors and needles used in any **Treatment** shall be brand new or shall be made sterile prior to commencing any **Treatment** on each customer. This means that **We** may not pay claims for losses falling under this section where **You** breach this condition unless the breach was totally irrelevant and could not have affected the actual loss suffered.
- (d) the operatives carrying out **Treatments** hold the relevant certificates and/or qualifications applicable to those **Treatments**
- (e) any equipment and products for the performance of **Treatments** will be used by **You** in accordance with the manufacturers instructions
- (f) **You** obtain written consent from the parent or guardian of any persons under the age of 16 prior to **Treatment** unless otherwise stated in this Policy
- (g) **You** register with **Your** Local Authority where this is a requirement of **Your** Local Authority and comply with all legislation relating to the **Treatments** **You** perform

- (i) any liability arising from Smart Lipo or Tattoo Removal
- (ii) any liability arising out of any Danne Montague King scar revision treatments
- (iii) any liability arising out of the use of any **Product** containing more than 0.2% formaldehyde
- (iv) liability arising out of or in connection with Film Productions Television Productions or Professional Theatrical Productions
- (v) any liability arising from **Treatment** on a client subsequent to the client experiencing an allergic reaction to a sensitivity patch test for the treatment carried out
- (vi) any liability arising from
 - (a) Intense Pulsed Light treatment
 - (b) Intense Flash Light treatment
 - (c) Variable Pulsed Light treatment
 - (d) Light Heat Energy Treatmentto any person who has skin type 5 or 6 on the Fitzpatrick Scale
- (vii) the costs or expenses incurred in repairing removing replacing rectifying making good recalling or altering any **Treatment** except as described in Extension 16 Treatment (Non Injury) below
- (viii) any liability arising out of or in connection with the supply or application of any Aromatherapy product which is intended to be administered orally anally or otherwise internally
- (ix) making refunds in respect of any **Treatment** performed by **You**
- (x) any liability arising from or in connection with operatives who only hold qualifications gained from online training courses or who do not hold a Level 2 or higher hair/beauty/nails qualification or a level 3 or higher for advanced treatments where applicable

SECTION 4 PUBLIC AND PRODUCTS LIABILITY EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

The insurance provided by this Section is extended as described below

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable for

16 Treatment (Non Injury)

We will cover **You** against all sums which **You** become legally liable to pay as damages and claimants costs and expenses arising out of

Where **Injury** has not occurred **We** will cover **You** against all sums which **You** become legally liable to pay as damages and claimants costs and expenses in respect of any claim

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

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

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

For the purpose of this Extension the Retroactive Date means the date two years immediately prior to the commencement date of the Period of Insurance shown on the Policy Schedule

Subject otherwise to the terms Exclusions and Conditions of this Section and the Policy

- (i) *the first 10% of each claim*
- (ii) *any neglect error or omission happening before the Retroactive Date*
- (iii) *any liability arising from*
 - (a) *Intense Pulsed Light treatment*
 - (b) *Intense Flash Light treatment*
 - (c) *Variable Pulsed Light treatment*
 - (d) *Light Heat Energy Treatment to any person who has skin type 5 or 6 on the Fitzpatrick Scale*
- (iv) *any liability arising from Smart Lipo or Tattoo Removal*
- (v) *any liability arising out of any Danne Montague King scar revision treatments*
- (vi) *any liability arising out of or in connection with Film Productions Television Productions or Professional Theatrical Productions*
- (vii) *any liability arising out of or in connection with the supply or application of any Aromatherapy product which is intended to be administered orally anally or otherwise internally*
- (viii) *making refunds in respect of any **Treatment** performed by **You***

SECTION 4 PUBLIC AND PRODUCTS LIABILITY EXTENSIONS (continued)

WHAT IS COVERED

Each of these Extensions is subject otherwise to the terms of this Section and the Policy

The insurance provided by this Section is extended as described below

WHAT IS NOT COVERED

These apply in addition to the Section Exclusions and the General Exclusions

We will not be liable for

16 Treatment (Non Injury) (continued)

Extended Claims Notification Period

If **We** do not invite renewal of this Policy for reasons other than **Your** non-compliance with the terms of this Policy **We** will provide cover under this Extension arising out of any claim

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

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

Provided that

- (a) the cover will not apply where cover is provided by any other insurance
- (b) the total amount payable under the terms of this Extension shall not exceed £50,000 in the aggregate for the final Period of Insurance

SECTION 4 PUBLIC AND PRODUCTS LIABILITY STANDARD AND ADVANCED TREATMENTS (IF APPLICABLE) AND WARRANTIES

*(Note to Policyholders – a warranty is like a promise from **You** to the Insurers. If **You** do not keep the promise, then insurers are permitted to decline claims relating to the promise)*

IMPORTANT

It is essential that **You** comply with all of the following Warranties applicable to Treatments provided by the Business, whether provided by **You** or by an Employee or by someone else acting on **Your** behalf. **We** will not pay claims for losses falling under this the Treatment Liability Public Liability or Products Liability section of the policy which occur while **You** are in breach of warranty and the non-compliance leads to or contributes in any way towards a claim that would otherwise be covered. If, however, **You** remedy **Your** breach of warranty, **We** will pay claims for subsequent losses, unless they were attributable to something happening before the breach was remedied. **We** will also pay claims for loss occurring or attributable to something happening before the breach of warranty.

You must also comply with all other terms and conditions of the policy.

Warranties apply to any person providing Treatment on **Your** behalf. For the purpose of Warranties the terms **You** and **Your** will include persons providing Treatment on **Your** behalf. This means there is no cover under the Policy if a person providing Treatment does so unless the Warranties applicable to that Treatment and all other terms and conditions of the Policy are complied with.

It is warranted by **You** that

1 **Sterilisation**

all open-blade razors or needles shall be brand new or shall be sterilised thoroughly prior to commencing any **Treatment** on every customer

2 **Qualifications**

You and any person acting on **Your** behalf hold the relevant certificates and or qualifications applicable to all **Treatments** provided. Unless otherwise agreed by **Us You** and any person acting on **Your** behalf will hold a level 2 or higher hair/beauty/nails qualification.

For Advanced Treatments and electrical Treatments **You** and any person acting on **Your** behalf will hold a level 3 beauty qualification and manufacturers training plus any additional qualifications mentioned in the Advanced Treatments section of this wording.

Qualifications gained from online training will not be accepted.

In respect of hair extensions **You** must hold a full hairdressing qualification in addition to the relevant method training.

IT IS YOUR RESPONSIBILITY TO ENSURE AND RECORD THAT ALL STAFF HOLD THE RELEVANT QUALIFICATIONS AND TRAINING TO CARRY OUT TREATMENTS OFFERED.

3 **Manufacturer's Instructions**

any equipment and products for the performance of **Treatments** will be used in accordance with manufacturer's instructions

4 **Age Restriction**

You will obtain written consent from the parent or guardian of any person under the age of 16 prior to performing any **Treatment** unless otherwise stated in this Policy

Acrylic Nails will not be applied to anyone under the age of 14

Microneedling will not be performed on anyone under the age of 18.

Treatments listed as Operative in the Additional Treatments section of the Schedule (if any) will not be performed on anyone under the age of 18

5 Nail Extensions

You will check that the client is not allergic to acrylics or plastics prior to applying false nails or nail extensions and before proceeding with the **Treatment**. **You** will not apply false nails or acrylic nail extensions to any person under the age of 14.

6 Alpha Hydroxy Acid & Beta Hydroxy Acid Treatments

Prior to AHA or Enerpeel PA or Glycolic or Gly Derm Treatments being performed each client will be given full after-care instructions by **You** and will sign a record card to the effect that the client will carry out the after-care. Maximum concentration of Glycolic or Alpha Hydroxy Acids must not exceed 43% by volume unbuffered /esterified unless agreed in writing by **Us**

Alpha Hydroxy Acids (AHA) are defined as:

glycolic acid

lactic acid

malic acid

citric acid

glycolic acid plus ammonium glycolate

alpha-hydroxyethanoic acid plus ammonium alpha- hydroxyethanoate

alpha-hydroxyoctanoic acid

hydroxycaprylic acid

mixed fruit acid

tartaric acid

tri-alpha hydroxy fruit acids

triple fruit acid

sugar cane extract

alpha hydroxy and botanical complex

l-alpha hydroxy acid

glycomer in crosslinked fatty acids alpha nutrium (three AHAs)

Beta Hydroxy Acids are defined as:

salicylic acid and related substances such as salicylate sodium

salicylate and willow extract

beta hydroxybutanoic acid

tropic acid

triethocanic acid

We will not be liable for any injury arising from the use of Jessner peels.

7 TCA (Trichloroacetic Acid) Peel Treatments

The concentration of TCA (Trichloroacetic Acid 7% combined with Salicylic Acid 2%) will not exceed these respective percentages.

In respect of TCA (Trichloroacetic Acid) Peel treatments;

- (a) **You** will provide the client with a full and thorough consultation
- (b) You will provide the client with written before and after care instructions and ensure the client signs a record card confirming that they will comply with the before and after care instructions
- (c) **You** will perform a sensitivity patch test on the client using the exact substance that is to be applied during the TCA treatment in accordance with the manufacturer's instructions 24 hours before the proposed **Treatment** and will not proceed with the **Treatment** if the results of the test are not satisfactory
- (d) **You** will not carry out this **Treatment** on any person who is pregnant
- (e) **You** will not carry out this **Treatment** on any person with sores or open cuts or wounds
- (f) **You** will not carry out this **Treatment** on any person who has an allergy to Aspirin or anyone who is using Retinoic Acid or Retin A
- (g) the maximum concentration of Trichloroacetic Acid will not exceed 7% and Salicylic Acid will not exceed 2%
- (h) **You** will not carry out treatment on any person under the age of 18

8 Dietary and Nutritional Advice

You will ensure that the client obtains consent from their General Practitioner prior to commencing a slimming diet under **Your** advice or instruction

9 Ear Piercing and Nose piercing

Piercing of the soft non-cartilaginous part of the ear lobe and nose piercing – **Treatment** is carried out using a system designed to protect the gun instrument from contamination using pre-sterilised ear studs and back clasps

Ear piercing of the cartilaginous part of the ear **Treatment** is carried out using one of the following systems: Blomdahl Medical Ear Piercing System, Caress 2000, Coren, Inverness, Medisept, New Caflon Disposable, Perfex, Studex Ear Piercing System, Trips Sterile Guard

10 Electrical Epilation

You will use a new sterile needle (which will be disposed of immediately into a sharps container once treatment is completed) for each client in respect of short wave diathermy

11 Eyelash And Eyebrow Tinting Including Semi-Permanent Mascara

You will perform a sensitivity patch test on the client using the exact substance that is to be applied during the eyelash or eyebrow treatment at least 24 hours before applying the client's eyelash or eyebrow for the first time and will not proceed with the **Treatment** if the results of the test are not satisfactory

12 Toning Tables

You and any person acting on **Your** behalf

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

13 Hair Colouring including Bikini Hair Colouring

You will perform a sensitivity patch test on the client using the exact substance that is to be applied during the Hair Colouring or Bikini Hair Colouring at least 24 hours prior to treating the client for the first time and will not proceed with the **Treatment** if the results of the test are not satisfactory

14 Pregnancy Massage

You and any person acting on **Your** behalf must

- (a) have the client's General Practitioner or Midwife's consent prior to treatment
- (b) not massage over the abdomen
- (c) not carry out **Treatment** during the first trimester (12 weeks)
- (d) not massage pressure points on both sides of the ankles nor massage the webbing between thumb and index finger

15 Baby Massage

You must use a doll when teaching the parents/guardians how to carry out baby massage treatment

16 Waxing

You must hold the relevant qualification certificate for the waxing treatment carried out. Short courses are not acceptable, unless agreed in writing by **Us**

17 Omnilux Treatments

You do not practise any Omnilux Revive or Omnilux Plus treatments other than skin rejuvenation or any form of Omnilux Blue or Omnilux PDT treatment

18 Face and Body Painting

a parent/guardian or responsible adult is present and consents to the face painting of a minor and no face painting will be carried out on any minor under the age of two years and **You** will:

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

19 Glitter Tattoos

a parent/guardian or responsible adult is present and consents to the application of the glitter tattoo on a minor and no glitter tattoos may be applied to any minor under the age of three years

You will

- (a) only use cosmetic grade glitter and cosmetic grade glue which have been specifically formulated for use in the application of glitter tattoos and are EU compliant
- (b) check for latex allergies prior to the application of any glitter tattoo
- (c) ensure adequate precautions will be taken to prevent infection from dirty water sponges & brushes and cross infection from any equipment already used on other persons
- (d) not apply any glitter tattoo above the neckline or to the face or to any person who has open wounds, cold sores or other skin conditions

20 Su-Do Body Art and Henna Body Art

You will perform a sensitivity patch test on the client using the exact substance that is to be applied during the Su-Do Body Art or Henna Art treatment at least 24 hours prior to treating the client and will not proceed with the **Treatment** if the results of the test are not satisfactory

21 Hartuderm Anti-Wrinkle Treatment

You will use a new sterile needle (which will be disposed of immediately into a sharps container once **Treatment** is completed) for each client

22 Thai Foot Massage

You will not

- (a) under any circumstances carry out the **Treatment** on persons that
 - (i) have infectious disorders of the feet
 - (ii) have severe bruising to the feet
 - (iii) are in the first trimester of pregnancy
 - (iv) are under the influence of drugs and/or alcohol
 - (v) have a fever or contagious disease

- (b) unless approval has been obtained in writing from their General Practitioner carry out the **Treatment** on persons that
 - (i) have severe circulatory problems such as high or low blood pressure
 - (ii) are in the second or third trimester of pregnancy
 - (iii) have arthritis of the feet
 - (iv) are diabetic
 - (v) have recently suffered haemorrhage or swellings
 - (vi) have recently had an operation
 - (vii) are receiving medical treatment or have a condition that might be affected by **Treatment**

23 Thermo Auricular Therapy (Ear Candles)

the ear candles used incorporate a safety filter

24 Sports Massage

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

25 Micro-Needling Dermaroller and Collagen Induction Therapy Treatments

- (a) no **Treatment** will be carried out on any person under age 18
- (b) **You** do not practice **Treatments** other than micro-needling, collagen induction therapy, Dermaroller, Innopen or Dermapen
- (c) a local anaesthetic cream is used that is not based on nanosomes
- (d) rollers with needles longer than 1.5mm will not be used on the face or body
- (e) each medical roller will
 - (i) only be used for one customer
 - (ii) be sterilised prior to each use
 - (iii) be discarded after 6 uses
- (f) sterilisation fluids used to sterilise medical rollers are replaced daily

26 Hair Extensions

Cover for the application of Hair Extensions will only be provided to fully qualified Hairdressers and Hair Stylists and cover will not be extended to cover the extensions themselves only the application of.

27 Sauna Treatments

- (a) all floors that are likely to become damp or wet have non-slip surfaces
- (b) instructions are given to all customers as to the method of safe use of the facilities
- (c) **You** supervise the use of equipment at all times and will remain in the **Salon** continuously while the equipment is in use

28 Sharps Disposal

You will ensure that all clinical waste is disposed of into a sharps container immediately after use and further disposed of by an appropriately qualified waste contractor or other approved method according to the currently recognised professional standard.

29 Patch Testing

You will carry out relevant patch testing in accordance with training and manufacturer's instructions and

- (a) before the provision of the clients first **Treatment**
- (b) after a change in their medical history
- (c) when the insured has changed any preparations used in tinting
- (d) treatments or changed the manufacturer of their tinting preparations
- (e) at intervals of not more than 12 months.

30 Patch (Testing Continued)

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

- (a) Laser treatments
- (b) Intense Pulse Light (IPL)
- (c) Tinting/Colouring (including semi-permanent mascara)
- (d) Micropigmentation
- (e) TCA Peels

You will not provide **Treatment** following any allergic reaction to a skin test, or undertake **Treatment** on skin types 5 and 6 on the Fitzpatrick scale in respect of IPL and Laser treatments

31 Record Keeping

- (a) **You** will adequately record each **Treatment** given to each client.
- (b) the record will include full details of the consultation process, the **Treatment**, the result of the **Treatment** and any aftercare instructions given where appropriate.
- (c) **You** will keep the record for at least 7 years following the last occasion on which **Treatment** was given. In the case of **Treatment** to minors, **You** will keep records for at least 7 years after they reach the age 18.
- (d) in the case of trial or demonstration sessions undertaken at shows, seminars, talks, conferences, courses and exhibitions, instead of a) b) or c) above, the name and brief details of the person, date of session, condition and **Treatment** provided will be recorded.
- (e) the record will include evidence of patch testing where applicable.

32 Aftercare

for all **Treatments** where the client is required to perform aftercare, written instructions describing that care will be given to each client by **You** or any person acting on **Your** behalf, on each occasion that the **Treatment** is given.

33 Compliance with Local Authority Registration Requirements and Government Legislation

You will maintain a valid registration with **Your** local authority where this is a requirement of **Your** local authority and comply with all legislation relating to the **Treatments You** perform

34 33 Hair Straightening Treatments

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

35 Sunbed Equipment

- (a) **Treatment** must be carried out at the Premises
- (b) **You** must comply with the Sunbeds (Regulation) Act 2010 or any updating legislation

- (c) there must be no more than a combined maximum of three sunbeds or tancabs within the Premises
- (d) the Business must not be a sunbed or tanning salon only
- (e) **You** will ensure that prior to each time clients use sun bed equipment
 - (i) each client is given full instructions
 - (ii) each client reads the tanning equipment notice and signs a record to that effect each time they use the sun bed equipment
- (f) no clients under the age of 18 are permitted to use the equipment

36 Sclerotherapy by Hypodermic Injection, Mesotherapy by use of injection or gun, and

Advanced Micro-needling

- (a) No **Treatment** will be carried out on any person under age 18
- (b) Sclerotherapy for the treatment of Thread Veins and Spider Naevi by hypodermic injection treatment will be performed in accordance with advice from the clients General Practitioner and **You** have completed an approved training course in Sclerotherapy delivered by an appropriate practitioner, and
- (c) in respect of Mesotherapy **You** must be fully trained and qualified to carry out the treatment and
- (d) **You** will use a new sterile needle which must be disposed of immediately into a sharps container once treatment is completed for each client
- (e) In respect of Advanced Micro-needling:
 - (i) **You** have been fully trained by one of the following approved trainers/training schools:
 - (1) Dawn Cragg (London)
 - (2) Finishing Touches (SPMU) Ltd
 - (ii) a local anaesthetic cream is used that is not based on nanosomes
 - (iii) needles longer than 1.5mm will not be used on the face and needles longer than 3mm will not be used on the body
 - (iv) each medical roller will only be used for one customer and be sterilised prior to each use and be discarded after 6 uses
 - (v) sterilisation fluids used to sterilise medical rollers are replaced daily

37 Micropigmentation, Dermatude, Dermapen and Meso Vytal

Basic Micropigmentation treatments are defined as: Eyeliner, Eyebrow Lengthening, Eyebrow Creation & Filling, Lip Liner and Full Lip Colour, Microblading

Advanced Micropigmentation treatments are defined as: Areola Re-pigmentation, Scar Disfigurement, Stretch Mark Camouflage, Re-pigmentation of Vitiligo, Cleft Palate, Hair Replacement on the Hairline or Scalp

- (a) In relation to **Basic Micropigmentation Procedures**:
 - (i) **You** have been fully trained by an authorised teacher who has issued the relevant certification to **You** to perform Eyeliner, Eyebrow Liner and Lip Liner
 - (ii) **You** perform a sensitivity patch test on the client using the exact substance that is to be applied during the Micropigmentation treatment at least 24 hours before the proposed Micropigmentation treatment and will not proceed with the treatment if the results of the test are not satisfactory
 - (iii) if there is an allergic reaction then **We** will not be liable for any **Treatment** carried out subsequently
 - (iv) a consent form is completed and signed by the client prior to the **Treatment**
 - (v) **You** will use a new sterile needle for each new **Treatment** which will be disposed of immediately afterwards into a sharps container
 - (vi) **You** will not carry out treatment on any person under the age of 18
- (b) In relation to **Advanced Micropigmentation Procedures**:

- (i) **You** will perform a sensitivity patch test on the client using the exact substance that is to be applied during the Micropigmentation treatment at least 24 hours before the proposed Micropigmentation treatment and will not proceed with the treatment if the results of the test are not satisfactory
 - (ii) if there is an allergic reaction then **We** will not be liable for any **Treatment** carried out subsequently
 - (iii) a consent form is completed and signed by the client prior to the treatment
 - (iv) **You** will use a new sterile needle for each new **Treatment** which will be disposed of immediately afterwards into a sharps container
 - (v) **You** have been trained for Advanced Procedures by one of the following approved trainers/training schools:
 - (vi) - Dawn Cragg (London)
 - (vii) - Nouveau Contour Ltd
 - (viii) - Specialist Make-Up Services Ltd
 - (ix) - Natural Enhancements Ltd
 - (x) - Finishing Touches (SPMU) Ltd
 - (xi) **You** will not carry out **Treatment** on any person under the age of 18
- (c) In relation to **Dermatude Procedures**, **You** will ensure that:
- (i) a consent form is completed and signed by the client prior to the treatment
 - (ii) **You** have been trained by one of the following approved trainers/training schools:
 - (1) Dawn Cragg (London)
 - (2) Finishing Touches (SPMU) Ltd
 - (iii) **You** will not carry out treatment on any person under the age of 18

We will only be liable for Basic Micropigmentation **Treatments** if **You** are a trained operative in accordance with part (v) of the **Advanced Micropigmentation Procedures** warranty whereby **We** will cover **You** in respect of both Basic and Advanced Micropigmentation **Treatments**

The following Micropigmentation procedures are excluded: Tattoo Removal and All other procedures

38 Intense Pulsed Light (IPL) Intense Flash Light (IFL) Variable Pulsed Light (VPL) or Light Heat Energy (LHE)

- (a) In respect of:
- (i) Intense Pulsed Light Hair Removal;
 - (ii) Variable Pulsed Light Hair Removal;
 - (iii) Light Heat Energy Hair Removal;
 - (iv) Intense Flash Light Hair Removal;
 - (v) the treatment of Red Veins by Veinwave; and
 - (vi) the treatment of Skin Tags, Warts, Milia, Moles and Spider Naevi by Intense Pulsed Light,

the **Treatments** are only carried out at the Premises and **You** retain the services of a qualified Laser Protection Adviser and **You** provide and adhere to appropriate treatment protocols

- (b) In respect of the treatment of warts or moles **You** will check that approval has been given by the clients own General Practitioner before commencing the treatment
- (c) **You** will not undertake any **Treatment** on any person who has Fitzpatrick Scale Skin Types 5 or 6

- (d) All operatives who provide **Treatment** have completed:
 - (i) Core of Knowledge training
 - (ii) an Artificial Optical Radiation Safety course and;
 - (iii) an Operational Training Course from the manufacturer or supplier of the equipment or an Operational Training Course provided by a professional training company designed for IPL Treatments

39 Cryotherapy Induced Lipolysis (Cryolipolysis) and Ultrasonic Lipo Cavitation

- (a) **You** have completed Level 3 NVQ or Equivalent for Beauty and Electrical treatments;
- (b) **You** hold a minimum Level 2 Anatomy and Physiology Qualification;
- (c) **You** have completed a training course provided by the Advanced Academy of Beauty for the specific treatment being provided or a training provider approved by **Us**;
- (d) This Advanced **Treatment** will not be carried out on any person who has any condition which is a contra-indication to the treatment;
- (e) This Advanced **Treatment** will not be carried out on any person under the age of 18; and
- (f) A consent form will be completed and signed by the client prior to **Treatment**.

40 Laser Treatments For Hair Removal, Skin Rejuvenation and Inch Loss by Laser Lipo

- (a) **Treatments** will be provided in a Salon which retains the services of a qualified Laser Protection Advisor.
- (b) All operatives who provide Laser **Treatments** will have completed and attained the following qualifications:
 - (i) Level 3 NVQ or equivalent in Beauty Treatments
 - (ii) Core of Knowledge for the use of Lasers
 - (iii) An Artificial Optical Radiation Safety Course and
 - (iv) An Operational Training Course from the Manufacturer or supplier of the Equipment or a professional training company designated for laser treatments

SECTION 5 MONEY

WHAT IS COVERED

We will cover **You** for Loss of **Money** within the **Territorial Limits** up to the Limits of Liability stated below

Limits of Liability

- 1 Crossed cheques, crossed giro cheques, crossed money orders, crossed bankers drafts, crossed warrants, National Savings Certificates Premium Bonds, unexpired units in postal franking machines, credit or debit card sale vouchers, VAT invoices £250,000
- 2 **Money** otherwise defined
 - (a) from the **Salon** during **Business Hours** £3,000
 - (b) in transit or in a bank night safe £3,000
 - (c) in a locked safe within the **Salon** Out of **Business Hours** £2,500
 - (d) from the **Salon** out of **Business Hours** and not in a locked safe £250
 - (e) from **Your** private dwelling or the private dwelling of an authorised **Employee** £1,000

WHAT IS NOT COVERED

We will not be liable for

- (i) depreciation, shortages, errors or omissions of any kind
- (ii) loss arising from theft or fraud by or dishonesty of **Your Employee(s)**
 - (a) not discovered within 7 working days of the event
 - (b) insured by a fidelity guarantee insurance
- (iii) loss from any unattended vehicle
- (iv) loss from coin operated machines
- (v) loss by forgery or deception
- (vi) the **Excess** of £250

MONEY: SPECIAL PROVISIONS

1 AGGREGATION

Our aggregate liability in respect of any one loss under this or any other Policy or Policies issued by **Us** shall not exceed the amounts shown under Limits of Liability

2 KEYS

All keys or notes of combinations to safes or strongrooms shall be in **Your** custody or an authorised **Employee's** custody during **Business Hours** and not left in the **Salon** out of **Business Hours**

3 DAMAGE TO SAFES

We will cover **You** in respect of loss destruction or damage to any safe strongroom or container used for the carriage or safety of **Money** as a result of theft or attempted theft

4 PERSONAL CARRYING LIMIT

Whenever the amount of **Money** (other than as described in Item 1) in transit exceeds £3,000 (subject to prior agreement by **Us**) all notes will be carried on the person of able-bodied adults and **Our** liability will not exceed £3,000 in respect of any one person

SECTION 6 ROBBERY ASSAULT

WHAT IS COVERED

If **You** or any **Employee** sustain accidental bodily injury as a direct result of robbery or attempted robbery in the course of his or her employment in the **Trade or Business** which independently of any other cause results in death or disablement occurring within 12 months of the injury then **We** will pay to **You** or **Your Employee** the Benefit specified below

Benefits

1	Death	£5,000
2	Amputation or paralysis at or above the wrist or ankle of one or more hands or feet	£5,000
3	Total irrecoverable loss of sight in one or both eyes	£5,000
4	Permanent total disablement (other than through loss of limbs or sight) from any gainful occupation	£5,000
5	Total uninterrupted disablement from engaging in the usual occupation for a maximum of 104 weeks at the rate per week of	£50
6	Clothing or personal effects damaged as a direct result of robbery to an amount not exceeding	£250

WHAT IS NOT COVERED

We will not be liable for

- (i) any person who at the time of sustaining injury or damage is under 16 or over 70 years of age
- (ii) an injury which is in any way brought about by or with the collusion of **You** or **Your Directors** or **Employees**
- (iii) an injury which is in any way brought about by any existing physical defect or infirmity drugs or intoxication

ROBBERY ASSAULT: SPECIAL PROVISIONS

- (i) No payment shall be made until the total amount due in respect of any one injury to **You** or an **Employee** shall have been ascertained
- (ii) Not more than one of the Benefits 1 to 4 shall be payable in respect of **You** or any **Employee** and any amount paid or payable under Benefit 5 in respect of the same occurrence shall be deducted from the amount payable under Benefits 1 to 4
- (iii) The receipt of the person entitled to compensation or his or her legal personal representatives shall in all cases be an effectual discharge to **Us**
- (iv) The injured person shall at his or her own expense furnish all certificates and information in the form and nature that **We** may reasonably prescribe and as often as required by **Us** submit to medical examination on **Our** behalf at **Our** own expense in respect of any bodily injury sustained. If the injured person dies, **We** shall be entitled to a post mortem examination at **Our** own expense

WHAT IS NOT COVERED UNDER THIS POLICY

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

These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated

We will not be liable for any claim in respect of

1 NUCLEAR RISKS

- (a) *loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom*
- (b) *any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from*
 - (i) *ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel*
 - (ii) *the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof*

This General Exclusion does not apply to Section 3 - Employers Liability

2 WAR RISKS

any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event

- (a) *war invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power mutiny or military uprising, martial law*
- (b) *nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority*
- (c) *any action taken in controlling, preventing, suppressing or in any way relating to points 2 (a) and 2 (b) above*

This General Exclusion does not apply to Section 3 - Employers Liability

3 PRESSURE WAVES

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

4 EXCLUDED PROPERTY AND CONTINGENCIES

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

5 FINES OR PENALTIES

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

6 FRAUD

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

7 NORTHERN IRELAND

loss, damage or destruction to any property in Northern Ireland caused by or happening through or in consequence of riot, civil commotion, strikers, persons taking part in labour disturbances or malicious persons

8 **POLLUTION OR CONTAMINATION**

loss, damage or destruction from pollution or contamination unless arising in consequence of **Damage** caused by or resulting in a **Defined Peril**

This General Exclusion does not apply to Section 4 - Public and Products Liability and its Extensions

9 **CHANGE IN WATER TABLE LEVEL**

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

10 **PURE FINANCIAL LOSS EXCLUSION**

liability for financial loss which is not consequent upon Injury or Damage except where specifically included

11 **TERRORISM**

liability, death, injury, loss, damage or destruction or any cost or expense of or wherever it may arise directly or indirectly caused by resulting from or in connection with

- (a) any act of **TERRORISM** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (b) any action taken in controlling preventing suppressing or in any way relating to any act of **TERRORISM**

except to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees

*For the purpose of this Exclusion an act of **TERRORISM** means an act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government 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*

*In any action suit or other proceedings where **We** allege that by reason of this Exclusion any liability death injury loss damage destruction cost or expense is not covered by this Policy (or is covered only up to a specified Limit of Insurance) the burden of proving that liability death injury loss damage destruction cost or expense is covered (or is covered beyond the Limit of Insurance) shall be upon **You***

If any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

12. **VIRUS OR SIMILAR MECHANISM or HACKING**

We will not be liable for

- (1) loss, damage or destruction to **Computer Equipment** auxiliary equipment or computer media directly or indirectly occasioned by or arising from **Virus or Similar Mechanism or Hacking**
- (2) Additional Costs of Working in consequence directly or indirectly of **Virus or Similar Mechanism or Hacking**
- (3) loss, destruction or damage to the **Computer Equipment** auxiliary equipment or any computer media directly or indirectly caused by or consisting of or additional costs and expenses arising directly or indirectly from the failure of any computer or other equipment or system for recognising capturing saving retaining storing manipulating interpreting calculating or retrieving data whether **Your** property or not and whether occurring before during or after the Year 2000

- (a) correctly to recognise any date as its true calendar date or*
- (b) correctly to recognise capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of
 - (i) treating any date otherwise than as its true calendar date or*
 - (ii) the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes loss of data or information or command or instruction or the inability correctly to capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process the data or information or command or instruction on or after any date or**
- (c) otherwise to function correctly*

This General Exclusion does not apply to Section 3 Employers Liability or Section 4 Public and Products Liability

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