



HAIRDRESSERS, HEALTH & BEAUTY THERAPISTS INSURANCE POLICY

PLEASE READ THIS DOCUMENT CAREFULLY AND KEEP IT IN A SAFE PLACE

Do not wait until you have a claim before you read and understand this **Policy** – please read it now and keep it in a safe place.

In particular make sure that:-

- All the details shown in the **Schedule** are correct (let your Insurance Broker know immediately if any changes are necessary).
- You have read the conditions relating to those Sections covered including the General Conditions and Exclusions.
- You understand the notes on how to make a claim as stated in General Conditions & your duties in respect of Ministry of Justice Portal Claims as outlined in the schedule
- You understand the notes and how to make a complaint as stated in the Complaints Section of the schedule
- You understand that cover in respect of Treatments insured under Section 7 Sub Section B will be provided on a 'claims made' basis. Indemnity is only available (subject to all other policy terms and conditions) where claims are notified to the **Insurers** during the Period of Insurance Where claims are notified after the expiry of the **Policy** no indemnity will be provided The cover also incorporates a Retroactive Date in the Schedule which means that the treatment giving rise to the claim must have occurred after the Retroactive Date and before the expiry date of the **Policy**

If you have any queries about the **Policy** do not understand any part of it or feel that it does not meet your requirements please consult your Insurance Broker.

Important

This policy has been prepared in accordance with Your instructions. It is a legal contract. Please read it carefully to ensure that it is in accordance with Your requirements and that You understand its limits, terms, conditions and exclusions. The insurance broker or other intermediary who arranged this Insurance should be contacted immediately if any correction is necessary.

You should immediately notify the Insurer via your insurance broker or other intermediary of any changes which may affect the insurance provided by this policy.

Alterations to the cover required after issue of the Policy will be confirmed by separate schedules and/or endorsements which You should file with the Policy. You should refer to these schedules and/or endorsements and the Policy to ascertain precise details of cover currently in force.

In the event of a claim or any circumstances that is likely to result in a claim you must immediately notify the nominated claims handlers as specified in your schedule.

We also remind you of your obligations under the Health and Safety at Work Act 1974 to protect the health, safety and welfare of your **Employees** which includes:-

- Workplace risk and assessments
- Full and effective training
- Provision of appropriate personal protective equipment (PPE)
- Communication of health and safety procedures

It is understood by you that any information provided to the **Insurers** regarding the **Insured** will be processed by the **Insurers** in compliance with the provisions of the Data Protection Act 1998.

We will use your information to manage your insurance **Policy** including underwriting and claims handling. This may include disclosing it to other **Insurers** third party suppliers loss adjusters and reinsurers (the Group) or Governmental bodies. Your information includes data about your transactions. We may use and share your information with other members of the Group or Governmental bodies to help us and them:-

- Asses financial and insurance risks
- Recover debt
- Prevent and detect crime
- Develop services and systems

We do not disclose your information to anyone outside the Group except:-

- When we have your permission or
- Where we are required or permitted to do so by Law or
- To other companies who provide a service to us or you or
- Where we may transfer rights and obligations under this agreement.

Sensitive Information

Some of the personal information we ask you may be sensitive personal data defined by the Data Protection Act 1998 (such as information about criminal convictions and civil proceedings). We will not use sensitive personal data about you or others except for the specific purpose for which you provide it and provide the services described in you **Policy** Documents.

Credit Reference Agencies

Your information may be linked to and your application assessed using reference agency records to anyone with whom you have a joint account or similar financial association.

Fraud Prevention Agencies

If false or inaccurate information is provided and fraud is identified or suspected details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering when for example:-

- Checking applications for and managing credit and other facilities and recovering debt
- Checking insurance proposals and claims
- Checking details of job applicants and **Employees**

We and other organisation that may access and use information recorded by fraud prevention agencies may do so from other counties.

The **INSURED** carrying on the **BUSINESS** described herein and having paid or agreed to pay the premium as consideration for such insurance during the period stated in the **Schedule** or any subsequent period stated in the **Schedule** for which the **INSURERS** shall have accepted the premium required for this **Policy**.

The **INSURERS** and the **INSURED** agree that:

this **Policy** the **Schedule** (including any **Schedule** issued in substitution) and any Endorsement shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

the liability of the **INSURERS** shall in no case exceed the limits or sum insured or Amount of Benefit set out in the **Schedule** or contained in each Section or part thereof

the **INSURERS** will provide the insurance described in this **Policy** subject to the terms and conditions specified herein.

Law applicable to the contract

The contract will be subject to English Law. Where a **Policy** Holder is resident in the Channel Islands or the Isle of Man then it may be agreed that the relevant law to be applicable relates to the **INSURED's** address as shown in the **Schedule**. If there is any dispute as to which law applies it will be English Law. The parties agree to submit to the exclusive jurisdiction of the English courts.

Several Liability

The subscribing **INSURERS** obligations under Policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **INSURERS** are not responsible for the subscription of any co-subscribing **INSURER** who for any reason does not satisfy all or part of its obligations. The proportion of liability under this contract underwritten by a company (or in this case of a Lloyd's syndicate the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) as a company. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member proportion. A member is not jointly liable for any other members proportion. Nor is any member other responsible for any liability of any other **INSURER** that may underwrite this contract.

Although reference is made at various points in this clause to "this contract" in the singular where the circumstances so require this should be read as a reference to contracts in the plural.

This is to certify that in accordance with the authorisation granted under the contract to the undersigned by certain **Insurers** as specified in the schedule and in consideration of the payment of the premium specified herein, the said **Insurers** are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

Signed for and on behalf of the **Insurers** named in the schedule



Gresham Underwriting Limited

Wherever the following words and phrases appear in the **Policy** they will always have these meanings

Insurers

The insurers as shown in the schedule of insurance

Proposal

the signed proposal and declaration and any additional information supplied to the **Insurers** by or on behalf of the **Insured**

Policy

the **Policy** and **Schedule** and any endorsements attached or issued

Business

the business stated in the **Schedule** and

- a) the provision and management of canteen sports and social or welfare organisations for the benefit of **Employees** and fire security first aid medical and ambulance services
- b) private work undertaken with the prior consent of the **Insured** by **Employees** for any director or senior official of the **Insured**
- c) the ownership maintenance and repair of such **Premises**

Employee

- a) any person under a contract of service or apprenticeship with the **Insured**
- b) any person who is hired to or borrowed by the **Insured**
- c) any person engaged in connection with a work experience or training scheme
- d) any labour master or person supplied by him
- e) any person engaged by labour only sub-contractors
- f) any self-employed person working on a labour only basis under the control or supervision of the **Insured**
- g) any voluntary helper while working for the **Insured** in connection with the **Business**

Injury (only applicable to Sections 5 6 & 7)

bodily injury death disease illness or nervous shock

Interpretation

Words in the singular shall include the plural and vice versa and references to any gender shall include references to other genders

Insured

the person(s) or **Insured** named in the **Schedule**

Money

cash bank and currency notes cheques postal orders money orders crossed bankers drafts current postage stamps savings stamps and certificates National Insurance stamps trading stamps gift tokens customer redemption vouchers Credit Car Company sales vouchers credit card counterfoils travellers tickets VAT purchase receipts contents of franking machines gaming machines tokens and insofar as they are not otherwise insured holiday-with-pay stamps and luncheon vouchers

Offshore

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

Premises

the **Premises** shown in the **Schedule** including private dwelling rooms and its outbuildings on the same site the structure of the **Premises** being built of brick stone or concrete built and roofed with slate tile concrete metal asbestos or any other non-combustible material (unless otherwise stated in the **Schedule**)

Products Supplied

- a) products including containers packaging or instructions sold or supplied
 - b) any food or drink supplied
- by or on behalf of the **Insured** in the course of the **Business**

Qualified

a person holding a nationally recognised qualification in the specific Treatment undertaken where a manufacturer's training is the only qualification available the therapist must have personally and successfully completed a course of instruction

Retroactive Date

the date shown in the **Schedule** to Section 7 Sub Section B

Tanning Equipment

sunbed sun-lamps or solaria or any equipment emitting ultra violet rays for therapy or artificial sun-tan **Territorial Limits**

- a) anywhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man other than Offshore
- b) elsewhere in the world other than Offshore in connection with temporary visits undertaken in the course of the **Business** by any person normally resident in the territories described in a) above
- c) elsewhere in the world in respect of anything sold or supplied by the **Insured**

Territorial Limits

- a) anywhere within Great Britain, Northern Ireland, the Channel Islands other than Offshore
- b) elsewhere in the world other than Offshore in connection with temporary visits undertaken in the course of the **Business** by any person normally resident in the territories described in a) above
- c) elsewhere in the world in respect of anything sold or supplied by the **Insured**

Treatment

any activity or advice given or Products Supplied in connection with the treatments shown as the Treatment Covered in Section 7 of the **Schedule** undertaken by the **Insured** in the course of the **Business**

Virus or Similar Mechanism (applicable to sections 1 2 3 4 & 8)

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

This definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs

Hacking

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data

Denial of Service (applicable only to Section 8)

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

Property Insured

The building of the **Premises** including landlords fixtures and fittings therein and thereon walls gates and fences yards car parks and pavements piping ducting cables wires and associated control gear and accessories on the **Premises** and extending to the public mains but only to the extent of the **Insured's** responsibility

A Insured Perils

The **Insurers** shall indemnify the **Insured** against loss of or damage to the Property Insured caused by the undernoted perils

- 1 Fire (including subterranean fire) explosion lightning or earthquake
- 2 Storm or flood excluding
 - a) loss or damage caused by frost subsidence ground heave or landslip
 - b) loss or damage attributable solely to change in water table level
 - c) loss or damage to moveable property in the open swimming pool(s) fences and gates
 - d) the amount shown in the **Schedule** of each and every loss as ascertained after the application of any Condition of **Average**
- 3 Escape of water from any tank apparatus or pipe (including damage to any fixed tank apparatus or pipe caused by freezing or forcible and violent bursting) excluding
 - a) loss or damage in respect of any building which is empty or not in use
 - b) the amount shown in the **Schedule** of each and every loss as ascertained after the application of any Condition of **Average**
 - c) loss or damage caused by wet or dry rot rust or corrosion or other wear and tear
- 4 Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons excluding
 - a) loss or damage arising from cessation of work
 - b) as regards loss or damage (other than fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
 - i) loss or damage by theft
 - ii) loss or damage in respect of any building which is empty or not in use
 - iii) the amount shown in the **Schedule** of each and every loss as ascertained after the application of any Condition of **Average**
- 5 Impact with the **Premises** by aircraft or other aerial devices or articles dropped therefrom or by any vehicle train animal falling branch aerial or mast or satellite dish
- 6 Leakage of oil from any fixed heating installation
- 7 Theft or any attempt thereat involving entry to or exit from the **Premises** by forcible and violent means excluding
 - a) the amount shown in the **Schedule** of each and every loss as ascertained after the application of any Condition of **Average**
 - b) loss or damage in respect of any building which is empty or not in use
- 8 Any other accidental loss or damage excluding
 - a) the amount shown in the **Schedule** of each and every loss as ascertained after the application of any Condition of **Average**
 - b) loss or damage caused by or resulting from
 - i) wear tear the action of light or atmosphere moths vermin insects
 - ii) any process of cleaning dyeing restoring adjusting or repairing
 - iii) corrosion dampness dryness wet or dry rot marring scratching
 - iv) loss or damage by wind hail sleet snow flood or dust to boundary walls gates fences
 - c) loss or damage specifically excluded
 - i) in Insured Perils 1-7
 - ii) in Insured Peril 9 if in force
 - iii) in the General Exceptions
 - d) loss or damage by subsidence ground heave or landslip
 - e) normal settlement or bedding down of new structures
 - f) loss or damage to a building or structure caused by its own collapse or cracking
 - g) loss or damage by theft or any attempt thereat

- h) loss destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction or damage to the Property Insured caused by
 - i. pollution or contamination which itself results from a peril hereby insured against
 - ii. any peril hereby insured against which itself results from pollution or contamination
- i) Loss 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 the property of the **Insured** or not where such loss or damage is caused by programming or operator error Virus or Similar Mechanism or Hacking

But this shall not exclude loss or damage which results from the acts of the malicious persons which involve physical force or violence including the acts of thieves

B Damage to Cables and Underground Pipes

The **Insurers** will pay the cost of repairing accidental damage for which the **Insured** is responsible to cables and underground pipes and drains (and their inspection covers) on the **Premises** or connecting them to the public mains provided such damage is not caused by rust corrosion or other wear and tear

C Condition of Average

(Only applicable where claims are not paid under the terms of the Reinstatement Clause)

If at the time of any loss or damage the value of the Property Insured under any item is greater than its Sum Insured the **Insured** shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly

D Inflation Protection Clause

The **Insurers** will adjust the Sum Insured in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted Sum Insured

E Trace and Access

The **Insurers** will pay the reasonable costs necessarily incurred by the **Insured** in locating the source and subsequent making good loss or damage resulting from

- a) the escape of water from any apparatus or pipe
- b) accidental damage to cables underground pipes and drains serving the **Premises**

The liability of the **Insurers** in respect of any one Premises shall not exceed £25,000

F Limit of Liability

Subject to the provisions of Clause G Automatic Reinstatement of Sum Insured on Page 16. The maximum amount payable during any one Period of Insurance under this Section including any payment made under the Special Clauses is the Sum Insured shown in the **Schedule** for the Building Section adjusted in accordance with the Inflation Protection Clause

Property Insured

Item 1

Trade Contents for which the **Insured** is responsible including landlords fixtures and fittings interior decorations and **Employees** personal effects up to £500 any one **Employee** excluding Stock in Trade and property more specifically insured by any other item detailed in the **Schedule**

Item 2

Stock in Trade and goods in trust for which the **Insured** is responsible provided they are not insured by items 3 and 4 but excluding any other Stock in Trade more specifically insured by any other item detailed in the **Schedule**

Item 3

Tenants interior decorations and improvements for which the Insured is responsible

Item 4

As detailed in the **Schedule** pertaining to the **Business** and contained in the Premises

Excluding

- a) any property otherwise insured
- b) deeds bonds bills of exchange promissory notes Money documents of title to property

A Insured Perils

The **Insurers** shall indemnify the **Insured** against loss of or damage to the Property Insured caused by the undernoted perils

- 1 Fire (including subterranean fire) explosion lightning or earthquake
- 2 Storm or flood excluding
 - a) loss or damage caused by frost subsidence ground heave or landslip
 - b) loss or damage attributable solely to change in water table level
 - c) loss or damage to Stock in Trade in any cellar or basement unless placed on racks at least 150 m above floor level
 - d) loss or damage to moveable property in the open
 - e) the amount shown in the **Schedule** of each and every loss as ascertained after the application of any Condition of **Average**
- 3 Escape of water from any tank apparatus or pipe excluding
 - a) loss or damage to contents of any building which is empty or not in use
 - b) loss or damage to Stock in Trade in any cellar or basement unless placed on racks at least 150 m above floor level
 - c) the amount shown in the **Schedule** of each and every loss as ascertained after the application of any Condition of **Average**
- 4 Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons excluding
 - a) loss or damage arising from cessation of work
 - b) as regards loss or damage (other than fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
 - i) loss or damage by theft
 - ii) loss or damage in respect of the contents of any building which is empty or not in use
 - iii) the amount shown in the **Schedule** of each and every loss as ascertained after the application of any Condition of **Average**
- 5 Impact with the Premises by aircraft or other aerial devices or articles dropped therefrom or by any vehicle train animal falling branch aerial or mast or satellite dish
- 6 Theft or any attempt thereat (including damage to the Premises for which the **Insured** is responsible) involving entry to or exit from the Premises by forcible and violent means excluding
 - a) loss or damage in respect of the contents of any building which is empty or not in use
 - b) the amount shown in the **Schedule** of each and every loss as ascertained after the application of any Condition of **Average**
- 7 Theft by violence or threat of violence to the **Insured** his family or **Employees** excluding the amount shown in the Schedule of each and every loss as ascertained after the application of any Condition of **Average**
- 8 Leakage of oil from any fixed heating installation

- 9 Any other accidental loss or damage occurring in the Premises excluding
- a) the amount shown in the **Schedule** of each and every loss as ascertained after the application of any Condition of **Average**
 - b) loss or damage caused by or resulting from
 - i) wear tear the action of light or atmosphere moths vermin insects
 - ii) any process of cleaning dyeing restoring adjusting or repairing
 - iii) corrosion dampness dryness wet or dry rot marring scratching bruising deterioration
 - c) damage to any machine or apparatus arising from mechanical electrical or electronic breakdown or derangement or from adjustment maintenance or repair
 - d) loss or damage specifically excluded
 - i) in Insured Perils 1-8
 - ii) in Insured Peril 10 if in force
 - iii) in the General Exceptions
 - e) normal maintenance or repair
 - f) erasure or distortion of information on computer systems or other records
 - g) any disappearance or shortage revealed only at the time of stocktaking or the making of an inventory
 - h) loss or damage by confiscation or detention by H M Customs or other officials or authorities
 - i) loss or damage following dishonesty or fraudulent action by the **Insured's Employees** or any person lawfully in the Premises
 - j) any shortage due to error or omission
 - k) loss or damage by theft or any attempt thereat
 - l) loss or damage by subsidence ground heave or landslip
 - m) loss 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 the property of the **Insured** or not where such loss or damage is caused by programming or operator error Virus or Similar Mechanism or Hacking

Excluding

loss destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction or damage to the Property Insured caused by

- a) pollution or contamination which itself results from a peril hereby insured against
- b) any peril hereby insured against which itself results from pollution or contamination

B Condition of Average

(Only applicable where claims are not paid under the terms of the Reinstatement Clause)

If at the time of any loss or damage the value of the Property Insured under any item is greater than its Sum Insured the **Insured** shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly

C Inflation Protection Clause

The **Insurers** will adjust the Sum Insured in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted Sum Insured

D Limit of Liability

Subject to the Provisions of Clause G Automatic Reinstatement of Sum Insured on Page 16 the maximum amount payable during any Period of Insurance under any item including any payment made under the Special Clauses is the Sum Insured shown in the **Schedule** for the Contents Section adjusted in accordance with the Inflation Protection Clause

E Extensions of Cover

In addition the **Insured** will be indemnified against

1 Glass breakage and Damage to the front of the Premises

Paying for or making good the breakage or scratching of Glass (as defined below and not otherwise insured) in the Premises and the **Insured's** private dwelling portion of the Premises and in addition the cost of

- a) temporary boarding-up following breakage
- b) repair of damage to window frames as a result of such breakage or the cost of removal or replacement of fixtures and fittings in the course of replacement of Glass up to a maximum amount of £750 in any one Period of Insurance

- c) repair of damage to the front of the Premises for which the **Insured** is responsible (excluding glass and damage to illuminated signs) caused by accidental external means or malicious act and the cost of damage to Stock in Trade and other Trade Contents (as defined in this Section) caused directly as a result of insured damage to the front of the Premises or breakage of Glass therein
- d) lettering or other ornamental work and alarm foil on Glass up to a maximum amount of £750 for any one loss

Definition of Glass

- i) fixed glass in windows doors and fanlights
- ii) glass showcases shelves tops and mirrors
- iii) sanitary fixtures and fittings

Excluding

- a) the excess amount shown in the **Schedule** of each and every claim
- b) Stock in Trade and goods in trust

2 Signs

Accidental loss of or damage to signs (other than neon signs) up to a maximum amount of £1,000 in any one Period of Insurance

3 Goods in Transit

Loss of or damage to merchandise and goods and tools incidental to the **Insured's Business** the property of the **Insured** or held in trust and for which the **Insured** is responsible while being carried by any vehicle(s) owned hired or leased by the **Insured** anywhere in or between the United Kingdom Channel Islands and Isle of Man The cover applies from the time the merchandise and goods are lifted by the **Insured's Employees** until they are placed in position by them at their destination (excluding their installation) including loading and unloading Provided that the liability of the **Insurers** in respect of any one vehicle trailer or semi-trailer or any one loss or series of losses arising out of one event or in the aggregate shall not exceed £2,000

This Extension does not cover

- a) the deterioration of goods conveyed in frozen chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature unless directly due to fire or accident to the conveying vehicle or to theft or attempted theft
- b) loss or damage due to natural deterioration
- c) any consequential or indirect loss or loss or damage due to delay
- d) loss of or damage to bills of exchange promissory notes Money securities for Money stamps precious stones jewellery bullion or loss or death of or injury to living creatures

Special Condition which will apply to this Extension

Unattended Vehicles

The **Insurers** will not be liable under this extension for loss by Theft involving any unattended vehicle unless

- i) it is securely locked at all points of access
- ii) in a saloon car all stock and equipment is kept in a locked boot
- iii) in an estate car van or hatchback all stock is concealed from view
- iv) an anti-theft alarm is fitted and such alarm is in full and effective operation
- v) stock and equipment is removed from any unattended motor vehicle outside business hours and kept in the **Insured's** locked Premises or locked private dwelling house unless the unattended vehicle is kept in a locked garage

4 Theft of keys

In the event of the keys of the Premises being stolen from the Premises or from the private residence of any director partner or **Employee** authorised to hold such keys the **Insurers** will pay to the **Insured** an amount not exceeding £500 in any one Period of Insurance for the replacement of equivalent locks at the Premises Unless the **Insured** or an **Employee** lives on the Premises keys to the safe must not be left at the Premises when closed for business

5 Loss of Money

Loss from any cause of Money held in connection with the **Business**

- a) while in transit within the **Territorial Limits** or in a bank safe up to a maximum amount of £5,000 for any one loss
- b) while at the residence of any principal or authorised **employee** of the **Insured** up to a maximum amount of £500 for any one loss
- c) from gaming amusement or vending machines up to a maximum amount of £300 any one event
- d) from the Premises up to a maximum amount of £5,000 for any one loss

Provided always that when the Premises is closed for business

- i. liability for Money not contained in a locked safe is limited to £500
- ii. liability for Money in a locked safe is limited to £1,000
- iii. keys and/or combination codes to safes are not left in the Premises unless the Premises are still attended by the **Insured** or an authorised **Employee** in which case such keys and/or combination codes shall be deposited in a secure place not in the vicinity of any safe

It is a condition precedent to liability under this Extension that whenever Money in transit exceeds £2,500 at any one time

- a) the Money will be accompanied by not less than two responsible adult persons
- b) not more than £2,500 will be carried by any one person

Notwithstanding the limits referred to above the limit any one loss of crossed cheques crossed postal orders crossed money orders crossed bankers drafts National Savings Certificates credit **Insurers** sales vouchers or receipts National Insurance stamps affixed to cards and VAT purchase receipts shall be £250,000

Exclusions

This Extension does not cover loss

- a) arising from fraud or dishonesty of the **Insured's Employees** unless such loss be discovered within fourteen clear working days of the occurrence
- b) due to clerical or accounting errors
- c) from unattended motor vehicles
- d) of Money the property of the Post Office

6 Personal Accident – Assault

If the **Insured** or any **Employee** of the **Insured** within the age limits 16 to 70 years shall suffer **bodily injury** caused solely or directly as a result of robbery or any attempt thereat in the course of the **Business** the **Insurers** will pay compensation on the basis of the following Table of Compensations

	COMPENSATIONS	AMOUNT INCLUDED
1	Death Occurring within 2 years of the event giving rise to the bodily injury	£10,000
2	Total loss or permanent and total loss of use of one or more limbs	£10,000
3	Total or irrecoverable loss of all sight in one or both eyes	£10,000
4	For any period up to a maximum 2 years of total disablement from engaging in usual occupation	£100 per week (payable monthly)

Provided that

- i. compensation will not be payable under more than one of the above items for the same injury
- ii. no liability will attach to the **Insurers** for **bodily injury** arising from or influenced by any existing physical defect or infirmity or the medical condition of any person entitled to compensation hereunder
- iii. this extension shall not apply where the **Business** includes a sub post office

The insurance by this Extension is extended to pay for damage to cash carrying devices or clothing and personal effects belonging to the **Insured** or any **Employee** of the **Insured** up to a limit of £500 in respect of any one person

7 Freezer contents

Loss or damage to frozen or chilled stock in any frozen cabinet deep freezer cold room cold store or chilled cabinet due to change in temperature resulting from any cause other than loss or damage

- i) following the deliberate act of any public electricity authority in termination disconnection restriction or withholding the supply of electricity
- ii) caused by neglect or misuse

Provided that

- a) the maximum amount payable shall not exceed £2,000
- b) the **Insured** shall be responsible for 2.0% of any loss where the frozen food cabinet deep freezer cold room cold store or chilled cabinet is over 10 years old

8 Cash registers and scales

Accidental damage – other than mechanical or electrical breakdown or derangement – to cash registers and scales provided that such property has been included in the Sum Insured under Item 1

9 Seasonal increase

During the months of November and December the first 14 days of January and for 30 days before Easter Day in each Period of Insurance the Sum Insured on Stock in Trade is increased by 25%

10 Outside catering

Loss of or damage (caused by any of the Insured Perils 1-9) to Stock in Trade and Trade Contents up to an amount of £2,000 occurring in any building where the Insured is providing outside catering

11 Exhibitions

Loss of or damage (caused by any of the Insured Perils 1-9) to Stock in Trade and Trade Contents up to an amount of £2,000 whilst at any exhibition within the **Territorial Limits**

12 Loss of metered water

The unit cost of metered water at the current rate per cubic metre consumed as a direct result of loss or damage up to an amount of £2,500 in respect of any one claim

13 Damage to landscaped gardens

The cost of restoring any damage done to landscaped gardens for which the Insured is responsible by the Emergency Services in attending the Premises as a result of the operation of any of the Insured Perils 1-9 up to a maximum of £1,000 in any one Period of Insurance

The **Insurers** shall indemnify the **insured** in respect of the undernoted expenses necessarily incurred in reinstating damage to the Property Insured caused by any Insured Peril under Sections 1 and 2

A European Community and Public Authorities (including undamaged property)

Subject to the following Special Conditions the insurance by these Sections extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of

- a) European Community Legislation or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-laws of any Public Authority (hereafter referred to as 'the Stipulations') in respect of
 - the lost destroyed or damaged property thereby Insured
 - undamaged portions thereof

Excluding

- a) the cost incurred in complying with the Stipulations:
 - i) in respect of damage occurring prior to the granting of this Clause
 - ii) in respect of damage not insured by the Sections
 - iii) under which notice has been served upon the **Insured** prior to the happening of the damage
 - iv) for which there is an existing requirement which has to be implemented within a given period
 - v) in respect of property entirely undamaged by any peril hereby insured against
- b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with any of the Stipulations not arisen
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations

Special conditions

- 1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the destruction or damage or within such further time as the **Insurers** may allow (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the **Insurers** under this Clause not being thereby increased
- 2 If the liability of the **Insurers** under the Sections apart from this Clause shall be reduced by the application of any of the terms and conditions of the **Policy** then the liability of the **Insurers** under the Sections shall be reduced in like proportion
- 3 The total amount recoverable under any item of the Sections in respect of this Clause shall not exceed
 - a) in respect of the lost destroyed or damaged property
 - i) 15% of its Sum Insured
 - ii) where the Sum Insured by the item applies to property at more than one premises 15% of the total amount for which the **Insurers** would have been liable had the Property Insured at the Premises where the damage has occurred been wholly destroyed
 - b) in respect of undamaged portions of property (other than foundations) 15% of the total amount for which the **Insurers** would have been liable had the Property Insured by the items at the Premises where the damage has occurred been wholly destroyed
- 4 The total amount recoverable under any item of the **Policy** shall not exceed its Sum Insured
- 5 All the terms and conditions of the **Policy** except insofar as they are varied hereby shall apply as if they had been incorporated herein

B Reinstatement Clause

In the event of the Property Insured under Section 1 (**Buildings**) and Item 1 of Section 2 (Contents) being destroyed or damaged the basis upon which the amount payable hereunder is to be calculated shall be the reinstatement of the property lost destroyed or damaged

For this purpose “reinstatement” means

- a) the rebuilding or replacement of property lost or destroyed which provided the liability of the **Insurers** are not increased may be carried out
 - i) in any manner suitable to the requirements of the **Insured**
 - ii) upon another site
- b) the repair or restoration of property damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special conditions

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

C Architects Surveyors Legal and Consulting Engineers Fees

The **Insurers** shall indemnify the **Insured** in respect of such fees as are necessarily incurred in the reinstatement or repair of the Property Insured consequent upon its destruction or damage but not for preparing any claim it being understood that the amount payable under the item shall not exceed in total its Sum Insured

D Removal of Debris

The **Insurers** shall indemnify the **Insured** in respect of costs and expenses necessarily incurred by the **Insured** with the consent of the **Insurers** in

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up and propping of the portion or portions of the Property Insured as a result of destruction or damage hereby insured against

The **Insurers** shall not pay for any costs or expenses

- i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to the site
- ii) arising from pollution or contamination of property not insured by the Sections

The liability of the **Insurers** under this Clause and the Sections in respect of any item shall in no case exceed the Sum Insured thereby

E Temporary Removal Clause

- a) The Property Insured is covered whilst temporarily removed for cleaning renovation repair or similar purposes elsewhere and in transit thereto and therefrom within the **Territorial Limits**
- b) The liability of the **Insurers** under this Clause in respect of each item of the Section for any destruction or damage occurring elsewhere than at the Premises shall not exceed 10% of the Sum Insured by the item
- c) This Clause does not apply to property insofar as it is otherwise insured nor as regards losses occurring elsewhere than at the Premises from which the property is temporarily removed to motor vehicles and motor chassis licensed for normal road use
- d) All the terms and conditions of the **Policy** except insofar as they are varied hereby shall apply as if they had been incorporated herein

F Capital Additions

The insurance shall subject to the terms and conditions extend to cover

- a) any newly acquired and/or newly erected buildings or buildings in course of erection (excluding any property for which a building contractor is responsible) and contents insofar as the same are not otherwise insured and
- b) alterations additions and improvements to buildings and contents but not in respect of any appreciation in value anywhere in the **Territorial Limits** provided that
 - i) at any one situation this cover shall not exceed 10% of the Sum Insured or £ 50,000 whichever is the greater
 - ii) the **Insured** undertakes to give particulars of such extension of cover as soon as practicable and to effect specific insurance thereon retrospective to the date of the commencement of the **Insurers'** liability
 - iii) the provisions of this Clause shall be fully maintained notwithstanding any specific insurance effected under ii above

G Automatic Reinstatement of Sum Insured

In the event of a loss the Sum Insured hereby shall not be reduced by the amount of such loss provided that the **Insured** shall

- a) if required by the **Insurers** pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the Period of Insurance
- b) if the loss results from theft give effect to any additional protective devices which the **Insurers** may require for the further security of the Property Insured

H Notice of Unoccupancy

The **Insurers** must be notified in writing immediately any **Premises** becomes unoccupied and a suitable extra premium paid if required. Failure to comply with this Clause may result in indemnity being refused.

A Indemnity

The **Insurers** shall indemnify the **Insured** or any member of his family permanently residing in the Premises against loss of or damage to their property specified in the **Schedule** by any accident or misfortune occurring anywhere within the **Territorial Limits** and for up to 14 consecutive days elsewhere in the world

Excluding

- a) the amount shown in the **Schedule** of each and every claim
- b) loss or damage by theft or any attempt thereat not involving entry to or exit from the Premises by forcible and violent means
- c) any property otherwise insured
- d) loss or damage arising from wear and Tear or from any process of cleaning dyeing restoring adjusting or repairing
- e) loss or damage arising from or attributable to the action of light or atmosphere moths parasites vermin corrosion dampness marring scratching bruising or deterioration
- f) loss or damage (other than by fire) to any machine or apparatus arising from mechanical or electrical breakdown or derangement or arising from adjustment maintenance or repair
- g) erasure or distortion of information on computer systems or their records
- h) loss 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 the property of the **Insured** or not where such loss or damage is caused by programming or operator error Virus or Similar Mechanism or Hacking.
But this shall not exclude loss or damage which results from the acts of the malicious persons which involve physical force or violence including the acts of thieves
- i) loss by official confiscation or detention
- j) loss of or damage to Money documents securities motor vehicles caravans boats cycles household goods sports equipment contact or corneal lenses
- k) loss of or damage to any item exceeding £500 unless specified in the **Schedule**
- l) loss or damage by theft from an unattended motor vehicle unless
 - i) it is securely locked at all points of access
 - ii) in a saloon car all stock and equipment is kept in a locked boot
 - iii) in an estate car van or hatchback all stock and equipment is concealed from view
 - iv) an anti-theft alarm is fitted and such alarm is in full and effective operation
 - v) stock and equipment is removed from any unattended motor vehicle outside business hours and kept in the **Insured's** locked Premises or locked private dwelling house unless the unattended vehicle is kept in a locked garage

B Reinstatement

Claims will be settled on the basis of the cost of repair or current replacement value without deduction for wear and tear provided that all necessary repairs or replacements are carried out without delay

C Condition of Average

If at the time of any loss or damage the value of the Property Insured under any item is greater than its Sum Insured the **Insured** shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly

D Inflation Protection Clause

The **Insurers** will adjust the Sum Insured in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted Sum Insured

E Limit of Liability

Subject to the provisions of F Automatic Reinstatement of Sum Insured the maximum amount payable during any Period of Insurance under any item is the Sum Insured shown in the **Schedule** for the All Risks Section adjusted in accordance with the Inflation Protection Clause

F Automatic Reinstatement of Sum Insured

- In the event of a loss the Sum Insured hereby shall not be reduced by the amount of such loss provided that the **Insured** shall
- a) if required by the **Insurers** pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the Period of Insurance
 - b) if the loss results from theft give effect to any additional protective devices which the **Insurers** may require for the further security of the Property Insured

A **Indemnity**

In the event of loss as a result of interruption of or interference with the **Business** following loss or destruction or damage to the **Premises** or **Contents** therein as a result of

- a) a peril insured against under Section 2
- b) glass breakage or damage to the front of the **Premises**

loss destruction or damage so caused being termed **Damage** for which payment shall have been made or liability admitted by an Insurer under any insurance covering the interest of the **Insured** in the property at the **Premises** against such loss destruction or damage provided that such **Damage** would not have been excluded by Section 1 (**Buildings**) or Section 2 (**Contents**) of this Policy the **Insurers** shall indemnify the **Insured** against loss of profit in accordance with the following provisions

- a) by paying for the Indemnity Period the amount representing the difference between the sales less relative purchases during the Indemnity Period as compared to the difference between the sales less relative purchases during the equivalent period immediately before the **Damage**
- b) by paying any reasonable additional expenses incurred in maintaining sales during the Indemnity Period but not more than the loss avoided under a)

Less any amount saved during the Indemnity Period in respect of reduced expenses due to the **Damage**

In adjusting the amount paid all variations or special circumstances affecting the **Business** shall be taken into account in order that the amount paid shall represent as nearly as practicable the results which would have been expected if the **Damage** had not occurred

If the **Damage** occurs in the first trading year the payment under a) shall be based on the trading figures immediately prior to the loss

The Indemnity provided under this Section shall be void if the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued without the consent of the **Insurers**

No claim shall be payable under this Section unless the **Insured**

- i. shall take all action which may be reasonably practicable to minimise or check any interruption of or interference with the **Business** to avoid or diminish the loss
- ii. not later than 30 days after the expiry of the Indemnity Period (or within such further time as the **Insurers** may in writing allow) at his own expense deliver to the **Insurers** in writing a statement setting forth particulars of his claim

Exclusion

This Section does not insure

- a) damage arising from deliberate erasure loss distortion or corruption of information on computer systems or other records programs or software
- b) damage directly or indirectly caused by or arising from any programming or operator error Virus or Similar Mechanism or Hacking including where this results from the actions of malicious persons other than thieves

Definition

(Note for the purpose of any definition any adjustment implemented in current cost accounting shall be disregarded)

Indemnity Period

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

B **Professional Accountants Charges**

The **Insurers** shall indemnify the **Insured** in respect of reasonable charges payable by the **Insured** to his professional accountants for producing any particulars or details contained in the **Insured's** business books or such other proofs information or evidence as the **Insurers** may require under the terms of General Condition 5 and reporting that such particulars or details are in accordance with the **Insured's** business books or documents

C **Alternative Trading Clause**

If during the Indemnity Period goods shall be sold or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by the **Insured** or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the reduction in sales income during the Indemnity Period

D **Value Added Tax**

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

E Automatic Reinstatement of Sum Insured

In the event of a loss the Sum Insured hereby shall not be reduced by the amount of such loss provided that the **Insured** shall

- a) if required by the **Insurers** pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the Period of Insurance
- b) if the loss results from theft give effect to any additional protective devices which the **Insurers** may require for the further security of the Property Insured

F Extensions of Cover

1 Murder Suicide or Disease

The **Insurers** shall indemnify the **Insured** in respect of **DAMAGE** resulting from interruption of or interference with the business during the Indemnity Period following

- a) the occurrence of any of the following specified human infectious or human contagious diseases :-

Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chicken pox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia neonatorum, Paratyphoid fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough, Yellow Fever

manifested by any person whilst in the **Premises** or within a 25 mile radius of it

- a) murder or suicide in the **Premises**
injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided in the **Premises**
- b) vermin or pests in the **Premises**
- c) the closing of the whole or part of the **Premises** by order of a competent public authority consequent upon defect in the drains or other sanitary arrangements at the **Premises**

The Insurance by this Extension shall only apply for the period beginning with the occurrence of the loss and ending not later than three months thereafter during which the results of the **Business** shall be affected in consequence of the **DAMAGE**

2 Denial of Access

This Section extends to include loss resulting from Damage as defined in this Section to property in the vicinity of the **Premises** which shall prevent or hinder the use of the **Premises** or access thereto whether the **Premises** or property of the **Insured** therein shall be damaged or not (but excluding loss or destruction of or damage to property of any supply undertaking from which the **Insured** obtains electricity gas or water or telecommunications services which prevents or hinders the supply of such services)

3 Suppliers

This Section extends to include interruption of or interference with the **Business** caused by Damage as defined in this Section giving rise to destruction or damage at any premises of any of the **Insured's** suppliers within the **Territorial Limits** Provided that the liability of the Company under this Extension shall not exceed 10% of the Sum Insured by this Section or £25,000 whichever is the greater

4 Failure of Public Supply

This Section extends to include interruption of or interference with the **Business** caused by Damage as defined in this Section giving rise to destruction or damage to property at any

- a) generating station or sub-station of the public electricity supply undertaking
- b) land based premises of the public gas supply undertaking or of any natural gas producer therewith
- c) water works and pumping stations of the public water supply undertaking
- d) land based premises of the public telecommunications undertaking from which the **Insured** obtains electricity gas water or telecommunications services within the **Territorial Limits** provided the liability of the **Insurers**

under this Extension shall not exceed £50,000 in respect of any one occurrence but excluding

- a) any failure which does not involve a cessation of supply for at least 1 hour
- b) loss resulting from any failure caused by
 - i. the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services
 - ii. strikes or any labour or trade dispute
 - iii. atmospheric or weather conditions but this shall not exclude failure due to damage to equipment caused by such conditions

- 5 Loss of Accounts Receivable Indemnity In the event of any of the **Insured's** books of account or other business books or records at the **Premises** or anywhere within the **Territorial Limits** suffering Damage as defined in this Section the **Insurers** shall indemnify the **Insured** in respect of loss of Accounts Receivable in accordance with the following provisions
- a) by paying the difference solely due to the Damage between the amount of the Accounts Receivable at the date of the Damage and the total amount received in payment of them during the twelve months after the Damage
 - b) by paying any reasonable expenditure incurred in avoiding or diminishing the loss of Accounts Receivable but not more than the loss avoided under a)
- Subject to a maximum amount payable of £10,000 in any one Period of Insurance

Exclusions

This Extension does not insure Damage arising from

- a) mislaying or misfiling of records and tapes
- b) the deliberate act of the supply undertaking in restricting or withholding electricity supply
- c) deliberate erasure loss distortion or corruption of information on computer systems or other records programs or software

Definitions

Note: for the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded

Accounts Receivable

The total amount of the balances debited to Customers in the **Insured's** accounts after equitable allowances have been made for bad debts and for amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to Customers' accounts in the period between the commencement of the Period of Insurance and the date of the Damage

Customers

All customers of the **Insured** who obtain goods from or use the services of the **Insured** on a credit basis

G Limit of Liability

Subject to the provisions of Paragraph E Automatic Reinstatement of Sum Insured the maximum amount payable during any Period of Insurance is the Sum Insured shown in the **Schedule** for the Business Interruption Section plus Professional Accountants Charges

H Condition of Average

If the Sum Insured under this Section is less than the difference between sales and purchases in the twelve months (or a proportionately increase multiple thereof when the Indemnity Period exceeds twelve months) before the Damage then the amount payable shall be proportionately reduced

The **Insurers** will indemnify the **Insured** against all sums that the **Insured** shall become legally liable to pay as damages together with costs and expenses shown below in respect of Injury sustained within the **Territorial Limits** during the Period of Insurance by any **Employee** arising out of his employment by the **Insured** in the course of the **Business**

Limit of Indemnity

The liability of the **Insurers** under this Section for damages costs and expenses payable in respect of any one claim against the **Insured** or series of claims against the **Insured** arising out of one event shall not exceed the amount stated in the **Schedule**
Costs and expenses shall be deemed to mean

- 1 costs and expenses of claimants for which the **Insured** is legally liable
- 2 other costs and expenses incurred with the **Insurers'** written consent in respect of any claim which may be the subject of indemnity under this Section
- 3 solicitors fees incurred with the **Insurers'** written consent for
 - a) defence in any Court of Summary Jurisdiction of any proceedings brought against the **Insured** in respect of breach or alleged breach of any statutory duty resulting in Injury
 - b) representation at a Coroners Court or Fatal Accident inquiry in respect of any death which may be the subject of indemnity under this Section
- 4 legal costs and expenses incurred by the **Insured** and at the request of the **Insured** any director or **Employee** with the **Insurers'** written consent and costs awarded against the **Insured** or director or **Employee** arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that
 - a) the proceedings relate to the health safety or welfare of **Employees**
 - b) the **Insurers** will not indemnify the **Insured** in respect of
 - i) fines or penalties
 - ii) costs and expenses insured by any other policy

Right of Recovery

The insurance is deemed to be in accordance with the provision of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Ireland the Channel Islands or the Isle of Man but the **Insured** shall repay to the **Insurers** all sums paid by the **Insurers** which the **Insurers** would not have been liable to pay but for the provisions of such law

Unsatisfied Court Judgements

This Section shall extend to include the following:

In the event of Injury to an **Employee** sustained during the Period of Insurance and arising out of his employment by the **Insured** in the course of the **Business** which results in a judgement for damages being obtained by such **Employee** or his personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgement the **Insurers** will at the request of the **Insured** pay to the **Employee** or his personal representative the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that

- a) the judgement for damages is obtained
 - i. in a court of law within Great Britain Northern Ireland the Channel Islands or the Isle of Man
 - ii. against a **Insurers** partnership or individual other than the **Insured** conducting a business at or from premises within the territories described in a) i above
- b) there is no appeal outstanding
- c) if any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the judgement to the **Insurers**

Vehicles

This Section does not provide indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation

Radioactive Contamination

So far as concerns the liability of any principal or liability assumed by the **Insured** under agreement and which would not have attached in the absence of such agreement this Section shall not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Extensions to Section 5

Additional Persons Insured

1 In the event of the death of any person entitled to indemnity under this Section the **Insurers** will indemnify in the terms of this **Policy** the deceased's legal personal representatives but only in respect of liability incurred by such deceased person

2 At the request of the **Insured** the **Insurers** will indemnify in the terms of this **Policy**

- a)
 - i) any principal in respect of liability arising out of the performance by the Insured of any agreement entered into by the **Insured** with the principal to the extent required by such agreement
 - ii) any director of the **Insured** or **Employee** in respect of liability arising in connection with the **Business** provided that the **Insured** would have been entitled to indemnity under the Section if the claim had been made against the **Insured**
- b)
 - i) any officer committee or member of the **Insured's** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
 - ii) any director or senior official of the **Insured** in respect of private work undertaken by any Employee for such director or senior official

provided that

- i) each person shall as though he were the **Insured** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply
- ii) the **Insurers** shall retain the sole conduct and control of all claims
- iii) where the **Insurers** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not under Section 5 exceed the **Limit of Indemnity** Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the **Insurers** in connection with a claim in respect of which the **Insured** is entitled to indemnity under this Section the **Insurers** shall provide compensation to the **Insured** at the following rates per day for each day on which attendance is required

- a) any director or partner of the **Insured** £100
- b) any **Employee** £50

The **Insurers** will indemnify the **Insured** against all sums that the **Insured** shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental

- a) Injury to any person
- b) loss of or damage to material property
- c) nuisance or trespass obstruction loss of amenities or interference with any right of way light air or water
- d) wrongful arrest detention malicious prosecution libel or slander arising out of shoplifting or other improper conduct by any customer or customers or any other person or persons (other than **Employees**) at the **Premises**
- e) imprisonment or eviction of any person or invasion of the right of privacy occurring within the **Territorial Limits** during the Period of Insurance and happening in connection with the

Business including legal liability caused by

- i) any Products Supplied
- ii) any demonstrations or lectures

Limit of Indemnity

The liability of the **Insurers** for all damages payable to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the Limit of **Indemnity** stated in the **Schedule** but the **Limit of Indemnity** shall be the maximum amount payable in any one Period of Insurance in respect of liability arising from any Products Supplied

Costs

The **Insurers** will in addition

- 1 pay all other costs and expenses incurred with its written consent in respect of any claim which may be the subject of indemnity under this Section
- 2 pay solicitors fees incurred with its written consent for
 - a) defence in any Court of Summary Jurisdiction of any proceedings brought against the **Insured** in respect of breach or alleged breach of any statutory duty resulting in Injury
 - b) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under this Section
- 3 indemnify the **Insured** and at the request of the **Insured** any director or **Employee** in respect of legal costs and expenses incurred with the **Insurers'** written consent and costs awarded against the **Insured** or director or **Employee** arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that
 - a) the proceedings relate to the health safety or welfare of persons other than **Employees**
 - b) the **Insurers** will not indemnify the **Insured** in respect of
 - i) fines or penalties
 - ii) costs and expenses insured by any other policy
- 4 indemnify the **Insured** in respect of legal costs and expenses incurred with the **Insurers'** written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987 provided that
 - a) the proceedings relate to an offence alleged to have been committed in the course of the Business during the Period of Insurance
 - b) the **Insurers** will not indemnify the **Insured** in respect of
 - i. fines or penalties
 - ii. costs and expenses insured by any other policy

Exclusion and Limitation Clause – Pollution or Contamination

- a) This Section excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- b) The liability of the **Insurers** for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the **Limit of Indemnity** stated in the **Schedule**

- c) For the purpose of this Clause 'Pollution or Contamination' shall be deemed to mean
 - i) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere and
 - ii) all loss or damage or injury directly or indirectly caused by such Pollution or Contamination

Exclusions to Section 6

The **Insurers** shall not be liable for any claim in respect of

- a) Injury to any **Employee**
- b) legal liability arising out of an error or omission in advice given by or on behalf of the **Insured** or in any treatment performed
- c) loss of or damage to property belonging to the **Insured** or which is leased let rented hired or lent to or which is the subject of a bailment to the **Insured**
- d) Injury or loss of or damage to property caused by or in connection with Products Supplied in connection with Treatment or the aftercare
- e) any costs incurred in recalling or modifying any Products Supplied
- f) the costs of remedying any defect or alleged defect in land or premises sold or disposed of by the **Insured** or for any reduction in value thereof
- g) the cost or value of any Products Supplied or replacement repair removal rectification or reinstatement thereof where legal liability arises from a defect in or the unsuitability of such Products Supplied
 - i) work in or on aircraft
 - ii) work in or on airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
 - iii) the ownership possession or use by or on behalf of the **Insured** of any craft (air or waterborne) or mechanically-propelled vehicles (including power assisted cycles)
- i) any action for damages brought in a Court of Law of any territory outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in which the **Insured** has a branch or subsidiary or is represented by a party domiciled in such territory or by a party holding the Insured's Power of Attorney
- j) liability assumed by the Insured under agreement unless the conduct and control of claims is vested in the **Insurers** but indemnity shall not in any event apply to
 - a) liquidated damages fines or penalties
 - b) legal liability which attaches by virtue of an express warranty indemnity or guarantee given or entered into by the **Insured** in connection with any Products Supplied and which would not have attached in the absence of such warranty or guarantee
- k) the amount of the Excess shown in the **Schedule** of each and every claim for loss or damage to third party property
- l) injury or loss or damage to property caused by or in connection with anything sold or supplied by the **Insured** which to the knowledge of the Insured are directly or indirectly exported to the United States of America or Canada

Extensions to Section 6

Data Protection Act

The **Insurers** will indemnify the **Insured** in respect of liability arising under the Data Protection Act 1998 to pay compensation for damage or distress Provided that

- a) the process of registration under the above Act has been commenced or completed by the **Insured** and the application has not been refused or withdrawn
- b) no liability arises as a result of the provision by the **Insured** of the services of a Data Processor

The **Insurers** shall not be liable in respect of

- a) the recording or provision of data for reward or for determining the financial status of any person
- b) any liability which arises as a result of a deliberate act or omission of the **Insured** and which could reasonably be expected by the **Insured** having regard to the nature and circumstances of such act or omission

The total liability of the Company including all costs and expenses in this respect shall not exceed £250,000 during any one Period of Insurance

For the purposes of this Extension the phrases or words "Data Processor" and "Data" shall carry the same meaning as defined under the Data Protection Act 1998

Food Safety Act

The **Insurers** will indemnify the **Insured** and if the **Insured** so requests any director or partner of the **Insured** or Person Employed in respect of legal costs and expenses incurred with the **Insurers'** written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part 11 of the Food Safety Act 1990

Cross Liabilities

If more than one **Insured** is referred to in the **Policy Schedule** this Section shall apply to each one as if a separate policy had been issued to each provided that the total amount of indemnity payable to all parties in respect of damages shall not exceed the **Limit of Indemnity**

Defective Premises Act

This Section extends to indemnify the **Insured** against legal liability in respect of Injury loss or damage arising solely by reason of Section 3 of the Defective Premises Act 1972 in respect of any premises previously owned for purposes pertaining to the **Business** and since disposed of by the **Insured** but indemnity will not apply if the **Insured** is entitled to indemnity under any other insurance

Contingent Motor Liability

Notwithstanding Exclusion h) of this Section the **Insurers** shall indemnify the **Insured** against legal liability in respect of Injury loss or damage arising out of the use in connection with the **Business** of any motor vehicle not owned or provided by the **Insured** The indemnity will not apply to legal liability

- a) in respect of loss or damage to such vehicle or to goods conveyed therein or thereon
- b) in respect of injury loss or damage arising while such vehicle is being
 - i) driven by the **Insured**
 - ii) driven with the general consent of the **Insured** or of his representative by any person who to the knowledge of the **Insured** or his representative does not hold a licence to drive a vehicle unless such person has held and is not disqualified from holding such a licence
 - iii) used elsewhere than in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- c) in respect of which the **Insured** is entitled to indemnity under any other insurance

Tenants Liability

If the **Premises** is leased let rented hired or lent to the **Insured** Exclusion c) of this Section shall not apply provided that the indemnity will not apply to legal liability in respect of

- a) loss or damage arising under agreement unless liability would have attached to the **Insured** in the absence of such agreement against which a tenancy or other agreement stipulates that insurance shall be effected by or on behalf of the **Insured**
- b) the amount shown in the **Schedule** of any claim caused otherwise than by fire or explosion
- c) loss or damage caused by fire or any other peril

In addition the **Insurers** will indemnify the **Insured** for legal liability in respect of all sums which the **Insured** may be legally liable to pay as tenant for the cost of repairing accidental damage to cables and underground pipes and drains (and their inspection covers) on the **Premises** or connecting them to the public mains

Overseas Personal Liability

The **Insurers** shall indemnify the **Insured** and if the **Insured** so requests any director or partner of the **Insured** or any **Employee** or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man The indemnity will not apply to legal liability

- a) arising out of the ownership or occupation of land or buildings
- b) in respect of which any person referred to above is entitled to indemnity under any other insurance

Subject otherwise to the terms exclusions and conditions of this **Policy**

USA and Canada

Insofar as this Section applies to legal liability arising in the United States of America or Canada or if an action for damages is commenced therein or in any subsequent action in connection therewith is brought elsewhere in the world

- a) the liability of the **Insurers** in respect of all damages payable together with the costs and expenses of claimants and any other costs and expenses incurred with the **Insurers'** written consent shall not exceed the **Limit of Indemnity**
- b) the indemnity will not apply in respect of punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages or by way of fines or penalties

Discharge of Liability

The **Insurers** may pay the **Limit of Indemnity** or any lesser amount for which any claim or claims against the **Insured** can be settled and the **Insurers** shall be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment

Acts of Hairdressers or Therapists Renting Space Extension

The **Insurers** will indemnify the **Insured** in the terms of this Section against legal liability in respect of Injury loss or damage arising in connection with the renting of space on the **Insured's** premises to hairdressers or therapists who are not **Employees** of the **Insured**

It is a condition precedent to the liability of the **Insurers** under this Extension that such hairdressers or therapists hold Public Liability insurance in respect of their liability at law to third parties and that the **Limit of Indemnity** under such insurance is not less than £1,000,000 for any one event

Additional Persons Insured

- 1 In the event of the death of any person entitled to indemnity under this Section the **Insurers** will indemnify in the terms of this **Policy** the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- 2 At the request of the **Insured** the **Insurers** will indemnify in the terms of this **Policy**
 - a)
 - i.) any principal in respect of liability arising out of the performance by the **Insured** of any agreement entered into by the **Insured** with the principal to the extent required by such agreement
 - ii) any director of the **Insured** or **Employee** in respect of liability arising in connection with the Business provided that the **Insured** would have been entitled to indemnity under the Section if the claim had been made against the **Insured**
 - b)
 - i) any officer committee or member of the **Insured's** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
 - ii) any director or senior official of the **Insured** in respect of private work undertaken by any **Employee** for such director or senior official provided that
 - i. each person shall as though he were the **Insured** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply
 - ii. the **Insurers** shall retain the sole conduct and control of all claims
 - iii. where the **Insurers** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not under Section 6 exceed the **Limit of Indemnity**

Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the **Insurers** in connection with a claim in respect of which the **Insured** is entitled to indemnity under this Section the **Insurers** shall provide compensation to the **Insured** at the following rates per day for each day on which attendance is required

- a) any director or partner of the **Insured** £100
- b) any **Employee** £50

Sub Section A – Claims Occurring Treatments

The **Insurers** will indemnify the **Insured** against all sums that the **Insured** shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental

- a) Injury to any person
- b) loss of or damage to material property occurring within the **Territorial Limits** during the Period of Insurance and happening in connection with Treatment undertaken in the course of the **Business**

Limit of Indemnity Sub Section A

The liability of the **Insurers** under Sub Section A for all damages payable as a result of all occurrences during any one Period of Insurance shall not exceed the **Limit of Indemnity** stated in the **Schedule** to Sub Section A

Sub Section B - Claims Made Treatments

The **Insurers** will indemnify the **Insured** against all sums that the **Insured** shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental

- a) Injury to any person
- b) loss of or damage to material property

occurring within the **Territorial Limits** and occurring in connection with Treatment undertaken in the course of the **Business** on or after the retroactive date shown in the **Schedule** and which gives rise to a claim which is first made in writing against the **Insured** during the Period of Insurance and which is notified to the **Insurers** during or within 30 days after the expiration of the same Period of Insurance

Provided that if during the Period of Insurance the **Insured** shall become aware of any event which may give rise to a claim under this Section and shall during or within 30 days after the expiration of the same Period of Insurance give notice thereof to the **Insurers** any claim which may subsequently be made against the **Insured** arising out of such event shall be deemed to have been made during that same Period of Insurance

Limit of Indemnity Sub Section B

The liability of the **Insurers** under Sub Section B for all damages payable in respect of any one claim or series of claims made against the **Insured** arising out of one event shall not exceed the **Limit of Indemnity** stated in the **Schedule** to Sub Section B

Provided that the liability of the **Insurers** for all damages arising out of all claims made during any one Period of Insurance shall not exceed £500,000

Extension to Sub Section B

Extended Claims Notification Period

If the **Insurers** shall refuse to accept payment for renewal of this **Policy** the **Insurers** will provide indemnity under this **Policy** for claims first made in writing against the **Insured** and notified to the **Insurers** during the 12 calendar months immediately following the final Period of Insurance as if the claims had been made against the **Insured** and notified to the **Insurers** during the final Period of Insurance

Provided that

- a) such claims arise out of an occurrence during the Period of Insurance to which this **Policy** applies
- b) indemnity is not provided by any other insurance
- c) the total amount payable for claims made during the final Period of Insurance and under the terms of this Extension shall not exceed the **Limit of Indemnity** for the final Period of Insurance

Clauses applicable to Section 7

Costs

The **Insurers** will in addition

- 1 pay all other costs and expenses incurred with its written consent in respect of any claim which may be the subject of indemnity under this Section
- 2 pay solicitors fees incurred with its written consent for
 - a) defence in any Court of Summary Jurisdiction of any proceedings brought against the **Insured** in respect of breach or alleged breach of any statutory duty resulting in Injury

- b) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under this Section
- 3 indemnify the **Insured** and at the request of the **Insured** any director or **Employee** in respect of legal costs and expenses incurred with the **Insurers'** written consent and costs awarded against the **Insured** or director or **Employee** arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that
 - a) the proceedings relate to the health safety or welfare of persons other than **Employees**
 - b) the **Insurers** will not indemnify the **Insured** in respect of
 - i) fines or penalties
 - ii) costs and expenses insured by any other policy
- 4 indemnify the **Insured** in respect of legal costs and expenses incurred with the **Insurers'** written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987 provided that
 - a) the proceedings relate to an offence alleged to have been committed in the course of the **Business** during the Period of Insurance
 - b) the **Insurers** will not indemnify the **Insured** in respect of
 - i) fines or penalties
 - ii) costs and expenses insured by any other policy

Extensions to Section 7

Cross Liabilities

If more than one **Insured** is referred to in the **Policy Schedule** this Section shall apply to each one as if a separate policy had been issued to each provided that the total amount of indemnity payable to all parties in respect of damages shall not exceed the **Limit of Indemnity**

USA and Canada

Insofar as this Section applies to legal liability arising in the United States of America or Canada or if an action for damages is commenced therein or in any subsequent action in connection therewith is brought elsewhere in the world

- a) the liability of the **Insurers** in respect of all damages payable together with the costs and expenses of claimants and any other costs and expenses incurred with the **Insurers'** written consent shall not exceed the **Limit of Indemnity**
- b) the indemnity will not apply in respect of punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages or by way of fines or penalties

Discharge of Liability

The **Insurers** may pay the **Limit of Indemnity** or any lesser amount for which any claim or claims against the **Insured** can be settled and the **Insurers** shall be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment

Additional Persons Insured

- 1 In the event of the death of any person entitled to indemnity under this Section the **Insurers** will indemnify in the terms of this **Policy** the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- 2 At the request of the **Insured** the **Insurers** will indemnify in the terms of this **Policy**
 - a)
 - i) any principal in respect of liability arising out of the performance by the **Insured** of any agreement entered into by the **Insured** with the principal to the extent required by such agreement
 - ii) any director of the **Insured** or **Employee** in respect of liability arising in connection with the **Business** provided that the **Insured** would have been entitled to indemnity under the Section if the claim had been made against the **Insured**
 - b)
 - i) any officer committee or member of the **Insured's** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
 - ii) any director or senior official of the **Insured** in respect of private work undertaken by any **Employee** for such director or senior official

provided that

- i. each person shall as though he were the **Insured** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply
- ii. the **Insurers** shall retain the sole conduct and control of all claims
- iii. where the **Insurers** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not under Section 7 exceed the **Limit of Indemnity**

Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurers in connection with a claim in respect of which the **Insured** is entitled to indemnity under this Section the Insurers shall provide compensation to the **Insured** at the following rates per day for each day on which attendance is required

- a) any director or partner of the **Insured** £100
- b) any **Employee** £50

Exclusion and Limitation Clause – Pollution or Contamination

This Section excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

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

- a) The liability of the **Insurers** for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the **Limit of Indemnity** stated in the **Schedule**
- b) For the purpose of the Clause 'Pollution or Contamination' shall be deemed to mean
 - i) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere and
 - ii) all loss or damage or injury directly or indirectly caused by such Pollution or Contamination

Exclusions to Section 7

The **Insurers** shall not be liable for any claim in respect of

- a) liability arising from
 - i) Treatment not disclosed to and accepted by the **Insurers**
 - ii) Treatment given by any person under the age of 16
 - iii) Treatment given by any person who is not Qualified in the Treatment being undertaken except under the direct supervision of a Qualified person
 - iv) Treatment of the eyeball and conjunctiva
 - v) Treatment of veins
 - vi) hypodermic injections unless connected with the Treatment stated in the **Schedule** and specifically agreed by the **Insurers**
 - vii) ingestion of aromatherapy oils if advocated by the **Insured**
 - viii) medical diagnosis and medical treatments
 - ix) body piercing of the septum tongue or genitalia
 - x) removal of warts and moles unless agreed by the **Insurers** and endorsed on the **Schedule**
 - xi) the use of Henna products containing Paraphenylene Diamine (PPD)
 - xii) the use of chemical skin peeling products
 - xiii) the use of needles except sterile disposable needles used for one client on one occasion only and disposed of into a Sharps container immediately after use
 - xiv) Treatment undertaken outside the **Territorial Limits** other than colouring permanent waving cutting shampooing setting drying hair undertaken during business trips abroad other than USA or Canada with the specific agreement of the **Insurers** and endorsed on the **Schedule** providing such Treatment is shown as operative in the **Schedule**
- b) Injury to any **Employee**
- c) loss of or damage to property belonging to the **Insured** or which is leased let rented hired or lent to or which is the subject of a bailment to the **Insured**
- d) Any cost incurred in recalling or modifying any Products Supplied

- e) The cost or value of any Products Supplied or replacement repair removal rectification or reinstatement thereof where legal liability arises from a defect in or the unsuitability of such Products Supplied
- f) arising out of
 - i) work in or on aircraft
 - ii) work in or on a irport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
 - iii) the ownership possession or use by or on behalf of the **Insured** of any craft (air or waterborne) or mechanically-propelled vehicles (including po wer assisted cycles)
- g) any action for damages brought in a Court of Law of any territory outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in which the **Insured** has a branch or subsidiary or is represented by a party domiciled in such territory or by a party holding the **Insured's** Power of Attorney
- h) liability assumed by the **Insured** under agreement unless the conduct and control of claims is vested in the **Insurers** but indemnity shall not in any event apply to
 - i) liquidated damages fines or penalties
 - ii) legal liability which attaches by virtue of an express warranty indemnity or guarantee given or entered into by the **Insured** in connection with any Products Supplied and which would not have attached in the absence of such warranty indemnity or guarantee
- i) the amount of the Excess shown in the **Schedule** of each and every claim for loss or damage to third party property
- j) Injury or loss or damage to property caused by or in connection with any Products Supplied which to the knowledge of the **Insured** are directly or indirectly exported to the United States of America or Canada
- k) loss destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction or damage to the Property Insured caused by
 - i) pollution or contamination which itself results from a peril hereby insured against
 - ii) any peril hereby insured against which itself results from pollution or contamination

Exclusions to Section 7 Sub Section B

The **Insurers** shall not be liable to pay for any claim in respect of

- i) Injury to any person
- ii) loss of or damage to Property

which first occurs in whole or in part at any time prior to the Retroactive Date

Special Conditions Applicable to Section 7

- 1 **Work in client's homes**
It is a condition precedent to liability that the **Insured** places a protective sheet over the client's floor covering whilst working
- 2 **Treatment of clients with medical conditions**
It is a condition precedent to liability that the **Insured** does not treat any person who to the knowledge of the **Insured** is at the time under the care of a Medical Practitioner for a condition likely to be affected by the Treatment without the knowledge and consent of the Medical Practitioner
- 3 **Record keeping**
It is a condition precedent to liability that the **Insured** records each and every Treatment given to each and every client The record must include details of the consultation process the Treatment the result of the Treatment and the aftercare instructions given The record must be kept for at least six years following the last occasion on which Treatment was given
- 4 **Aftercare**
It is a condition precedent to liability that for all Treatments where the client is required to perform aftercare written instructions describing that care must be given to each and every client on each and every occasion that such Treatment is given

In consideration of the payment of the Premium in respect of the Period of Insurance, the cover provided under the Sections shown under the **Terrorism** Section of the **Schedule** of this policy is extended to include loss destruction or damage to the property insured or Damage occasioned by or happening through or in consequence of **Terrorism** as hereinafter defined for the purposes of this Section 8

Terrorism is defined for the purposes of this Section 8 only as

An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto as certified by Her Majesty's Government or H M Treasury or any successor relevant authority

Provided always that the insurance provided by this Section 8 is subject to the following exclusions:

1 War and Allied Risks exclusion

Damage occasioned by riot civil commotion war invasion act of foreign enemy hostilities (whether war is declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority

2 Electronic Risks Exclusion

This insurance does not cover any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or 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 the property of the **Insured** or not, where such Damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack

For the purposes of this exclusion the following definitions shall apply:

Virus or Similar Mechanism

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

Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data

Denial of Service Attack

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

3 Excluded Property

This insurance does not cover any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Damage in respect of:

- i) any property located outside England, Wales and Scotland
- ii) any nuclear installation or nuclear reactor
- iii) any property which is specifically excluded elsewhere in this policy
- iv) any property which is insured by or would but for the existence of this policy be insured by any form of transit, aviation or marine policy

This **Terrorism** Section is also subject to the following terms and conditions:

- i) In any action or other proceedings where the **Insurers** alleges that any Damage is not covered by this **Terrorism** Section the burden of proving that such Damage is covered shall be upon the **Insured**
- ii) The **Insurers'** liability in respect of all losses arising out of any one occurrence and in the aggregate in any one period of insurance shall not exceed the limits as otherwise specified under this policy
- iii) The insurance provided by this **Terrorism** Section is subject otherwise to all the terms definitions conditions and provisions of this policy

Only applicable if referred to in the Schedule

1 Subsidence Extension

The following Insured Peril (9 in respect of Section 1 and 10 in respect of Section 2) is added to Paragraph A of Sections 1 and 2 Subsidence or Ground Heave of any part of the site on which the **Premises** stands or Landslip excluding

- a) the first £1,000 each and every loss as ascertained after the application of any Condition of **Average**
- b) destruction or damage to yards car parks roads pavements walls gates and fences unless also affecting a building insured hereby
- c) destruction or damage 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
- d) destruction or damage which originated prior to the inception of this cover
- e) destruction or damage resulting from
 - i) demolition construction structural alteration or repair of any property or
 - ii) groundworks or excavation at the **Premises**

Special Condition

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

- a) the **Insured** shall notify the **Insurers** immediately they become aware of any demolition groundworks excavation or construction being carried out on any adjoining site
- b) the **Insurers** shall then have the right to vary the terms or cancel the cover

2 Alarm Clause

It is a condition precedent to liability for loss destruction or damage following entry or attempted entry to or exit from the **Premises** by forcible and violent means that

- a) the **Premises** are protected by an Intruder Alarm System designed installed and maintained to British Standard BS4737 or EN50131 including where stipulated by the **Insurers** or the local Police Authority Code of Practice DD243
- b) the intruder alarm installation and maintenance **Insurers** must be both:
 - i) a member of an Alarm Inspectorate which is accredited by UKAS to EN 45011 or EN 45012 and
 - ii) accredited and operate a Quality Management System in accordance with EN ISO 9000
- c) The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance as per the requirements of BS4737 or EN 50131 with the installing **Insurers** or such other **Insurers** as agreed with the **Insurers**
Where remote alarm signalling is required the signal transmission must be transmitted to an Alarm Receiving Centre fully compliant with BS5979:2000 and operated by an **Insurers** accredited and operating to a Quality Management System in accordance with EN ISO 9000
- d) No alteration to or substitution of
 - i) any part of the Intruder Alarm System
 - ii) the maintenance contract
 - iii) the structure of the **Premises** or changes to the layout of the **Premises** which would affect the effectiveness of the Intruder Alarm System
 - iv) the procedures agreed with the **Insurers** for Police or any other response to any activation of the Intruder Alarm System be made without the written agreement of the **Insurers**
- e) The Alarmed **Premises** shall not be left unattended without the agreement of the **Insurers**
 - i) unless the Intruder Alarm System is set in its entirety with the means of communication used to transmit signals (including both alarm transmission systems for dual signalling systems) in full operation
 - ii) if the Police have withdrawn their response to alarm activations
- f) The **Insured** shall maintain secrecy of codes for the operation of the Intruder Alarm System and detail of such codes and all keys to the Intruder Alarm System shall be removed from the **Premises** when the **Premises** are left unattended
- g) The Insured shall appoint at least two Key Holders and lodge written details (which must be kept up to date) with the alarm company and either the Police or the Alarm Receiving Centre

- h) In the event of notification of any activation of the Intruder Alarm System or interruption of means of communication including one or both alarm transmission systems in respect of dual signalling systems during any period the Intruder Alarm System is set a Key Holder shall attend the **Premises** as soon as reasonably possible
- i) In the event of the **Insured** receiving any notification
 - i) the Police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
 - ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
 - iii) that the Intruder Alarm System cannot be returned to or maintained in full working order the **Insured** shall advise the **Insurers** as soon as possible and comply with any subsequent requirements stipulated by the **Insurers**

Definitions

Intruder Alarm System Alarmed Premises

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

Key Holder

The **Insured** or any person or key holding **Insurers** authorised by the **Insured** who is available at all times to accept notification of faults or alarm signals to the Intruder Alarm System attended and allow access to the Premises

Premises

The buildings occupied by or under the control of the **Insured** (unless otherwise stated in the **Schedule**)

3 Temporary Cover

The first premium has been calculated to take into account the cost of temporary cover (in accordance with particulars lodged with the **Insurers**) pending issue of this **Policy**

4 The following extension of cover is added to paragraph E of Section 2

6 Theft by Employees

Any direct loss caused by an act of fraud or dishonesty committed by any **Employee** in the course of the **Business** and occurring during the Period of Insurance excluding

- a) the first £250 of each and every claim
 - b) acts committed prior to the commencement of this Special Clause
 - c) losses occurring during the currency of this Special Clause and not discovered within fourteen days of the expiry of the Period of Insurance
 - d) any monies which would have been payable by the **Insured** to an **Employee** but for the **Employees** dishonesty
- Provided that
- i) the liability of the **Insurers** under this Extension shall not exceed £5,000 in any one Period of Insurance
 - ii) the conditions of employment and the precautions and checks taken by the **Insured** to prevent dishonesty on the part of the **Employees** shall remain while this **Policy** is in force in all respects as have been agreed in the various statements constituting the basis of this contract and any omission or neglect of such precautions or checks on the part of the **Insured** or any variation in the occupation and duties of the **Employees** or any alteration in the mode of remuneration of the **Employees** except by increase in salary shall relieve the **Insurers** of all liability whatsoever hereunder

5 Mortgagees Clause

The act or neglect of any mortgagor or occupier or any building hereby insured whereby the risk of Damage is increased without the authority or knowledge of any mortgagee shall not prejudice the interest of the latter party (or parties) in this insurance provided they shall notify The **Insurers** immediately on becoming aware of such increased risk and pay additional premium if required.

This **Policy** does not cover:

1 Pressure Waves

Loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

2 War and Nuclear Risks

Except in respect of claims arising from accidents to **Employees** admissible under Section 5

- a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or arising from
 - i. ionising radiation or contamination by radioactivity from any nuclear fuel or from any 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
- b) any contingency occasioned by or happening through war in violation of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

3 Requisition or Confiscation of Property

Loss or damage occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority

4 Heat Processes

Loss or damage to property due to its undergoing any process necessarily involving application of heat but this Exception shall not apply to such loss or damage arising out of the use of equipment ordinarily found in a salon

5 Electrical Plant

Damage to or destruction of any electrical plant or electrical appliance i.e. dynamo transformer motor or other working electrical machinery apparatus or fittings directly caused by its own over-running short-circuiting excessive pressure or self-heating but should fire extend to and damage or destroy any other part of the plant or appliances or other Property Insured hereby such damage or destruction is not excluded by the **Policy**

6 Terrorism Exclusion

Except in respect of claims arising under Sections 5, 6 and 7 this **Policy** does not cover

Loss damage cost or expense of whatsoever nature 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**

If the **Insurers** alleges that by reason of this exclusion any loss damage cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the **insured**

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

Definition - Terrorism

In respect of England Scotland and Wales **Terrorism** is defined as an act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto as certified by Her Majesty's Government or H M Treasury or any successor relevant authority

In respect of Northern Ireland **Terrorism** is defined as an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

In respect of the Channel Islands and the Isle of Man **Terrorism** is defined as an act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto

War Civil War Political Risk and Terrorism Limitation

Applicable only to Section 5 Employers Liability

The liability of the **Insurers** under this Section for damages costs and expenses payable in respect of any one claim against the **Insured** or series of claims against the **Insured** arising out of one event shall not exceed £5,000,000 This limitation shall only apply in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from War Civil War **Terrorism** or Political Risk as defined below

For the purposes of this Clause “War Civil War or Political Risk” means war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition or destruction of property by or under order of any Government or public or local authority **Terrorism** or any action taken in controlling preventing suppressing or in any way relating to the above

For the purposes of this Clause “**Terrorism**” means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes

War and Terrorism Cover Amendment Clause

Applicable only to Sections 6 and 7

The insurance provided by this Section is subject to the following **Terrorism** Limitation

The liability of the **Insurers** under this Section for all damages costs and expenses payable in respect of all occurrences of **Terrorism** during any one Period of Insurance shall not exceed in the aggregate the sum of £2,000,000 or the **Limit of Indemnity** shown in the **Schedule** whichever is the lesser

For the purpose of this Clause **Terrorism** means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatsoever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes

7 **Date Recognition**

Any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

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

but this shall not exclude in respect of Sections 1 (**Buildings**) 2 (**Contents**) 3 (All Risks) and 4 (Business Interruption) subsequent loss or damage not otherwise excluded which itself results from fire lightning explosion theft aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided such contingency is insured by the Section

This Exception is not applicable to Section 5 (Employers Liability Indemnity)

8 Northern Ireland Exclusion

Loss destruction or damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of

- i. riot civil commotion and (except in respect of loss or Damage by fire or explosion) strikers locked-out workers or persons taking part in labour disturbances or malicious persons
- ii. **Terrorism** as defined in the **Terrorism** Exclusion

In any action suit or other proceedings where the **Insurers** alleges that by reason of this definition any loss Or Damage is not covered by this **Policy** the burden of proving that such loss or Damage is covered shall be upon the **Insured**

9 Biological or Chemical Materials

Loss or Damage costs or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto

10 Electronic Cyber Liabilities

Loss or Damage associated with or caused by a System Failure if a System Failure forms an identifiable element in the chain of events from which the liability arises whether or not it is the proximate cause of the liability

System Failure shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the **Insured**) caused by

- a) the response of a computer to any date or date change or
- b) the failure of a computer to respond to any date or date change or
- c) the loss of or denial of access to any data either your own or third party or
- d) any Loss of or Damage to or change or corruption in data or software on a computer or computer system or
- e) any Computer virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website

Computer includes computer hardware computer software microchip microprocessor any electronic equipment and any device which gives or processes or receives or stores electronic instructions or information

11 Exclusion for Misuse of the Internet and Extra-net

Liability arising directly or indirectly from the use or misuse of the Intranet Extra-net and/or caused via the **Insureds** own website or internet site or web address and/or via the transmission of mail plans designs photographs or other documents by electronic means

12 Asbestos and Hazardous Substances

Liability for any loss cost or expense directly or indirectly arising out of or resulting as a consequence of or related to the manufacture mining processing ownership distribution testing remediation removal storage disposal sale transportation use of or exposure to asbestos or silica or polychlorinated biphenyls or materials or products containing such substances (or any other component building material hazardous to health) whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss

Conditions

13 Sanctions Clause

Insurers shall not be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose that Insurer to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America

1 Fair Presentation of the Risk

- a) At inception and renewal of this **POLICY** and also whenever changes are made to it at the **INSURED'S** request the **INSURED** must:
- i) disclose to the **INSURERS** all material facts in a clear and accessible manner; and
 - ii) not misrepresent any material facts.
- b) If the **INSURED** does not comply with clause (a) of this condition the **INSURER** may:
- i) avoid this **POLICY** which means that the **INSURER** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by the **INSURED** is proven by the **INSURER** to be deliberate or reckless in which case the **INSURER** will not return the premium paid by the **INSURED**; and
 - ii) recover from the **INSURED** any amount the **INSURER** has already paid for any claims including costs or expenses the **INSURER** has incurred.
- c) If the **INSURED** does not comply with clause (a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this **POLICY** may be affected in one or more of the following ways depending on what the **INSURER** would have done if the **INSURER** had known about the facts which the **INSURED** failed to disclose or misrepresented:
- i) If the **INSURER** would not have provided the **INSURED** with any cover the **INSURER** will have the option to:
 - 1) avoid the **POLICY** which means that the **INSURER** will treat it as if it had never existed and repay the premium paid; and
 - 2) recover from the **INSURED** any amount the **INSURER** has already paid for any claims including costs or expenses the **INSURER** has incurred.
 - ii) If the **INSURER** would have applied different terms to the cover the **INSURER** will have the option to treat this **POLICY** as if those different terms apply. The **INSURER** may recover any payments made by the **INSURER** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied.
 - iii) If the **INSURER** would have charged a higher premium had the material fact been disclosed or not been misrepresented, the **INSURER** may reduce proportionately the amount to be paid on any claim. For the purpose of this clause "reduce proportionately" means the proportion for which the **INSURER** is liable being calculated by comparing the premium actually charged as a percentage of the premium which the **INSURER** would have charged had the **INSURED** made a fair presentation.
e.g. If the additional premium required due to the non-disclosure or misrepresentation is 20% of the original premium then **INSURERS** can reduce the value of the claim by 20%.
If the **INSURER** would have underwritten this **POLICY** or agreed to the variation on different terms (other than in relation to the premium charged), the **INSURER** shall be entitled to impose all such terms by giving the **INSURED** written notice of all such additional terms. Any additional term notified shall take effect as if imposed from the inception of this **POLICY** or the date of the variation.
- d) Where this **POLICY** provides cover for any person other than the **INSURED** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession the **INSURER** will not invoke the remedies which might otherwise have been available to the **INSURER** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than the **INSURED**.

Provided always that if the person concerned or the **INSURED** acting on their behalf makes a careless misrepresentation of fact the **INSURER** may invoke the remedies available to the **INSURER** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the **POLICY** unaffected.

2 Reasonable Precautions

The **Insured** shall

- a) take all reasonable precautions to prevent occurrences which may give rise to loss destruction or damage
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require

3 Minimum Standards of Security

It is a condition precedent to the **Insurers'** liability for loss destruction or damage by theft or any attempt thereat that the following minimum level of security (or alternative security protections as agreed in writing by the **Insurers** whether following a survey or otherwise) is installed at the **Premises** and put into effect whenever the **Premises** is left unattended

- a) the final exit door of the **Premises** is to be fitted with a mortise deadlock which has 5 or more levers and/or conforms to BS3621 A matching boxed striking plate must also be fitted
- b) all other external doors and all internal doors giving access to any part of the building not occupied by the **Insured** for the purpose of the **Business** are to be fitted with either
 - i) a mortise deadlock which has 5 or more levers and/or conforms to BS3621 with a matched boxed striking plate as specified above
 - or
 - ii) two key operated security bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom
- c) aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortise deadlocks
- d) all opening external basement ground floor and other accessible (accessible being a window that can easily be reached such as a window adjacent to a flat roof or a fire escape balconies canopies or down pipes) windows fanlights rooflights and skylights are to be fitted with key operated window locks This requirement does not apply to windows protected by solid steel bars weldmesh or expanded metal grilles securely fixed to the brickwork surrounding the window
- e) any door or window officially designated a Fire Exit by a fire authority is excluded from the above requirements these are to be secured internally by panic bolts or fire exit bolts (capable of opening at all times) any additional devices must be approved by the local Fire Prevention Officer
- f) each item of electronic office equipment (for example PCs Laser Printers or Fax Machines) with an individual replacement value of £10,000 or greater must be securely anchored to the desk workstation or the structure of the building by means of lock down plates the keys to which must have been removed from the **Premises** unless the **Premises** are occupied by the **Insured** or an authorised **Employee** in which case the keys are to be deposited in a secure place not in the vicinity of the electronic office equipment

4 Change of Circumstances

The **Insured** must notify the **Insurer** as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by the **Insured** to the **Insurer** or stated as material facts by the **Insurer** to the **Insured** which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change the **Insurer** will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to the **Insurer** then the **Insurer** is under no obligation to agree to make them and may no longer be able to provide the **Insured** with cover.

If the **Insured** does not notify the **Insurer** of any such change the **Insurer** may exercise one or more of the options described in clauses (C) i), ii) and iii) of General Condition 1 - Fair Presentation of the Risk but only with effect from the date of the change in circumstances or material facts.

5 **Notice of Claims**

Claims – Insured’s duties

On the happening of any event which may give rise to a claim the **Insured** shall

a) **General – applicable to all Sections**

- i) notify the Nominated Claims Handlers as detailed in the **Policy Schedule**
- ii) take all practicable steps to recover property lost and otherwise minimise the claim
- iii) inform the Police immediately if the loss or damage caused by thieves malicious persons or vandals or by riot civil commotion strikes or labour disturbances
- iv) give all information and assistance the **Insurers** may require
- v) not make or allow to be made on their behalf any admission offer promise payment or indemnity without the written consent of the **Insurers**

b) **Applicable to Sections 1, 2, 3**

within 30 days or such further time as the **Insurers** may in writing allow deliver to the **Insurers** a written claim providing at their own expense all details proofs and information regarding the cause and amount of loss or damage as the **Insurers** may reasonably require together with details of any other insurances on any property insured by this **Policy** and (if demanded) a statutory declaration of the truth of the claim and or any related matters

c) **Applicable to Section 4**

within 30 days after the expiry of the Indemnity Period or within such further time as the **Insurers** may in writing allow at their own expense deliver to the **Insurers** a statement setting out particulars of the claim together with details of all other insurances covering any part of the damage or resulting loss of gross profit

The **Insured** shall at their own expense also provide the **Insurers** with such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may reasonably be required by the **Insurers** for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claims and any related matter

No claim under this Section shall be payable unless the terms of these conditions have been complied with and in the event of non compliance therewith in any respect any payment on account of the claim already made shall be repaid to the **Insurers** immediately

d) **Applicable to Sections 5, 6, and 7**

- i) Immediately forward to the **Insurers** every letter claim writ summons and process immediately upon receipt without acknowledgement
- ii) Advise the **Insurers** in writing immediately they have knowledge of any pending prosecution inquest Fatal Accident or Ministry Inquiry

6 **Fraud**

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the **INSURED** or anyone acting on the **INSURED’s** behalf to obtain any benefit under this **POLICY** or if any loss or **DAMAGE** is occasioned by the wilful act or with the connivance of the **INSURED INSURERS** may:

- a) refuse to pay the claim; and
- b) terminate the policy from the date of the fraudulent act and retain any premium paid under the **POLICY**.

7 **Contribution**

If at the time of any loss damage or liability arising under this **Policy** there shall be any other insurance covering such loss damage or liability or any part thereof the **Insurers** shall not be liable for more than its proportional share thereof

8 **The Insurers’ Right**

The **Insurers** shall be entitled:

- a) on the happening of any loss or damage to enter any building where such loss or damage has happened and to take and keep possession of the Property Insured and to deal with salvage in a reasonable manner and this **Policy** shall be proof of leave and licence for such purpose but the property may not be abandoned to the **Insurers**
- b) at its option to either
 - i. repair or replace the property or any part of the property for which it may be liable under this **Policy** or
 - ii. make payment in money to the **Insured** in lieu of such repair or replacement

Reinstatement effected as nearly as may be reasonably practicable shall be deemed a complete indemnity under this **Policy**

- c) to undertake in the name and on behalf of the **Insured** the absolute conduct control and settlement of any proceedings and to take proceedings at its own expense for its own benefit but in the name of the **Insured** to recover compensation or secure an indemnity from any third party in respect of anything covered by this **Policy**

9 **Arbitration**

If any difference arises as to the amount to be paid under this **Policy** (liability being otherwise admitted) such differences shall be referred to an arbitrator to be appointed by the parties in accordance with the Statutory provisions Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **Insurers**

10 **Cancellation**

The Insurers' Rights

The **Insurers** shall not be bound to accept any renewal of this **Policy** and may at any time give 21 days notice of cancellation by recorded delivery to the Insured's last known address Thereupon the **Insured** may be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of this **Policy** provided that there have been:

- no claims made under the **Policy** for which a payment has been made
- no claims made under the **Policy** which are still under consideration
- no incidents likely to give rise to a claim but are yet to be reported to the **Insurers** during the current Period of Insurance

This termination will be reported to the **Insurers** without prejudice to any rights or claims of the **Insured** or the **Insurers** prior to the expiration of such notice

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance no refund for the unexpired portion of the premium will be given No refund of premium will be given where any minimum premiums apply to a Section or part thereof

The Insured's Rights

The **Insured** may cancel this **Policy** in the first year of insurance during the 14 days after the contract has been concluded by giving notice in writing to Gresham Services Limited to the address shown on the front of the **Policy**. This right does not apply at the first or any subsequent renewal of the **Policy**

Provided that there have been:

- no claims made under the **Policy** for which a payment has been made
- no claims made under the **Policy** which are still under consideration
- no incidents likely to give rise to a claim but are yet to be reported to the **Insurers**

during this 14 day period the **Insurers** will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this **Policy** subject to a minimum premium of £50

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance no refund for the unexpired portion of the premium will be given

11 **Misrepresentation and Misdescription**

The **Policy** shall be voidable in any event of misrepresentation misdescription or non-disclosure in any material particular

12 **Contracts (Rights of Third Parties) Act**

The parties of this contract do not intend that any clause or term of this contract should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this contract

