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# Hair & Beauty Insurance

Insurance Booklet – Mobile/Freelance/Rent a chair



Ripe Insurance Services Ltd is Authorised and Regulated by the Financial Conduct Authority No. 313411.

Underwritten by  **HISCOX**



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## Hair and Beauty Insurance – Mobile/Freelance/Rent a chair

from Ripe Insurance Services Ltd

Thank you for choosing Ripe.

Ripe Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority.

**We** have tried to make this document easy to read. However, we have still had to use some words that have a special meaning these are listed and explained in the 'definitions' section. From now on wherever a word with a definition is used it will be printed in **bold** type.

### NAME OF THE UNDERWRITER

This **Policy** is underwritten by Hiscox Underwriting Ltd (Registered in England and Wales number 02372789. Registered address: 22 Bishopsgate, London, EC2N 4BQ) on behalf of Hiscox Insurance Company Limited (Registered in England and Wales number 00070234. Registered address: 22 Bishopsgate, London, EC2N 4BQ). Hiscox Underwriting Ltd is authorised and regulated by the Financial Conduct Authority (registration number 308922). Hiscox Insurance Company Ltd is Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (registration number 113849) and the Prudential Regulation Authority.

**You** can check this information on The Financial Conduct Authority register by visiting the FCA's website [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation Authority can be found at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru)



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## Important Features

We must draw **Your** attention to a number of important features of this insurance:

- This part of the document provides details of **Your Policy** and the terms and conditions that apply. The **Policy** is a legal contract between **You** and **Us**. The insurance booklet, **Insurance Schedule**, **Statement of fact** and any notice to policyholder issued to **You** at renewal make one document and must be read together. Please keep them together
- The contract is based on the information **You** gave **Us** when **You** applied for the insurance
- **Your Policy** is in the following parts:

Insurance Booklet	Insurance Schedule
<ul style="list-style-type: none"><li>• What is covered and what isn't in conjunction with the <b>Insurance Schedule</b></li><li>• How to make a claim and how <b>We</b> will settle that claim</li><li>• <b>Our</b> obligations to <b>You</b></li><li>• The terms and conditions <b>You</b> must comply with</li></ul>	<ul style="list-style-type: none"><li>• The sections of the <b>Policy</b> that apply to <b>You</b> and the dates from which cover is in force</li><li>• The various limits and sums insured that apply to <b>Your</b> cover</li><li>• Any special terms that apply to <b>Your Policy</b> including any <b>Endorsements</b></li><li>• <b>Your</b> Policy number</li></ul>
Statement of Fact	Notice to Policyholders
<ul style="list-style-type: none"><li>• The information <b>You</b> have provided, on which the <b>Policy</b> is based</li><li>• Any declarations which <b>You</b> have agreed to</li></ul>	<ul style="list-style-type: none"><li>• Provides information about any changes to <b>Your</b> renewal terms and <b>Policy</b> cover</li></ul>

**Our** part of the contract is that **We** will provide the cover set out in this insurance booklet:

- for those sections which are shown on **Your Insurance Schedule**
- for the insurance period set out on the same **Insurance Schedule**.

**Your** part of the contract is:

- **You** must pay the **premium** as shown on **Your** receipt or invoice for each insurance period
- **You** must comply with all the terms and conditions set out in this **Policy**.

If **You** do not meet **Your** part of the contract, **We** may turn down a claim, cancel **Your** insurance or increase the premium.



# Claims

## OUR CLAIMS DEPARTMENT

In the event **You** need to make a claim, **Our** claims service is provided by Davies Group who are **Our** nominated claims handlers.

## HOW TO MAKE A CLAIM

If an event giving rise to a claim under this insurance occurs **You** shall notify Davies Group as follows:

Give details of **Your** claim by either:

- Telephone: +44 (0) 333 400 9296
- Post: Ripe Claims Department, Davies Group, PO Box 2801, Hanley, Stoke on Trent, ST4 5DN
- Email: newclaim.smallbusiness@davies-group.com

## CLAIMS CONDITIONS

These are the claims conditions **You** will need to keep to as **Your** part of this contract. If **You** do not, a claim may be rejected or payment could be reduced or **Your Policy** might be invalid.

1. If an event giving rise to a claim under this insurance occurs **You** must:
  - a. Tell the Police as soon as **You** become aware if **Property Insured** has been lost, stolen or damaged by riot or civil unrest or has been maliciously damaged, and receive a crime reference number. Unless it is policy of the appropriate Police force that they do not issue a crime reference number for the situation of the claim. Evidence that the Police have been informed must be obtained.
  - b. Contact **Us** as soon as reasonably possible but within 30 days of the date of the incident being discovered and, in the case of claims involving **Damage** by riot or civil unrest, not more than 7 days after becoming aware of the **Damage** and provide all the information and help **We** need to settle **Your** claim
  - c. Do all **You** reasonably can to get back any lost or stolen **Property Insured** and tell **Us** without unnecessary delay if any **Property Insured** is later returned to **You**
  - d. Call **Us** if **You** receive any information or communication about the event or cause
  - e. Pass to **Us** unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this **Policy**
  - f. Not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this **Policy** without **Our** written agreement.
2. Proof of value and ownership  
It is **Your** responsibility to prove any loss and therefore **We** may ask **You** to provide receipts, valuations, photographs, instruction booklets and guarantee cards and any other relevant information, documents and assistance **We** may require to help with **Your** claim
3. Allow **Us** to take over and conduct in **Your** name the defence or settlement of any claim. **You** will also allow **Us** to prosecute at **Our** own expense and for **Our** own benefit, any claim for indemnity or compensation against any other person and **You** must give **Us** all information and assistance required
4. No property may be abandoned to **Us** whether taken possession by **Us** or not
5. If **You** or anyone acting for **You**:
  - a. Make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect or
  - b. Make a statement in support of a claim knowing the statement to be false in any respect, or submit a document in support of a claim knowing the document to be forged or false in any respect or
  - c. Make a claim in respect of any loss or **Damage** caused by **Your** wilful act or with **Your** collusionThen:  
**We** will not pay the claim  
**We** will not pay any other claims made under the **Policy** on or after the date of the fraudulent claim  
**We** may declare the **Policy** void with effect from the date of the fraudulent claim  
**We** shall be entitled to recover from **You** the amount of any claim already paid under the **Policy** since the fraudulent act was committed  
**We** will not provide any return of premium  
**We** may share information about **Your** behavior with other organisations to prevent further dishonesty, exaggeration, or fraud  
**We** may inform the Police of the circumstances
6. **We** retain the right to settle any claims or items forming part of a claim by any of the following:
  - (a) Cheque or electronic payment method
  - (b) Replacement of the item
  - (c) Vouchers or credit from a supplier who is able to provide a comparable replacement item



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7. Salvage - We may take and keep possession of the **Property Insured** which are the subject of a claim made by **You** and to treat them as salvage and to dispose of them in a reasonable manner. Any proceeds from such salvage belong to **Us** and will be used by **Us** to offset the amount of any claim payment made to **You**.
8. If **We** accept liability for a claim but **You** disagree with the amount **We** offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions
9. **We** may at any time at **Our** sole discretion pay to **You** the maximum sum payable hereunder or any lesser sums for which any claim or claims can be settled. **We** shall not be under any further liability except for payment of **Costs and Expenses** which may have been incurred prior to such payment, provided that in the event of a claim or series of claims resulting in **Your** liability to pay a sum in excess of the sum insured or Limit of Indemnity. **Our** liability for such **Costs and Expenses** shall not exceed an amount being in the same proportion as **Our** payment to **You** bears to the total payment made by **You** or on **Your** behalf in settlement of the claim or claims
10. Anyone making a claim under this **Policy** must, at **Our** request and expense do everything **We** reasonably require to recover losses **We** become entitled to from other parties following **Our** payment for loss, destruction, damage, accident or injury. **We** may require **You** to carry out such actions before of after **We** make any admission of liability or payment of a claim.
11. When **We** reinstate or replace any of **Your** property, **You** will pay to provide any plans, documents, books and information that **We** require. **We** will not be obliged to reinstate **Property Insured** exactly but only in as satisfactory a manner as circumstances allow. The most **We** will pay for any one item is the sum insured.



# Important Information

## INSURANCE BOOKLET

**You** should read this document carefully in conjunction with the **Insurance Schedule**. It gives details of what is and is not covered by the insurance and the conditions and exclusions of the cover

## CONDITIONS

**Your Policy** describes certain things which **You** are required to do to make sure that **You** are protected and that **Your Policy** cover operates fully. For example, **You** must:

- Tell **Us** about changes which could affect **Your Policy**
- Make sure that **Your** sums insured are high enough to cover any **Property Insured**
- Take reasonable care of **Your Property Insured**

## EXCLUSIONS

Exclusions will apply to each section and general exclusions will apply to the whole insurance.

## REASONABLE CARE AND YOUR DUTY TO PREVENT LOSS OR DAMAGE

It is **Your** responsibility to look after and regularly maintain **Your** property. **You** and any other person this insurance applies to must:

- take all reasonable precautions to prevent accidents, loss or **Damage** to the **Property Insured** and accident or injury to any person or loss, destruction or damage to their property
- maintain all premises and equipment, including fire extinguishing and security equipment, in a continuous satisfactory state of repair and in full working order in accordance with the manufacturer's instructions and servicing requirements.
- conduct the **Business** in a lawful manner, complying with all legal requirements and safety regulations.
- keep a record of purchases and sales

**Your Policy** is intended to cover **You** against unforeseen events like fire or theft. It does not cover wear and tear or **Damage** which happens gradually over a period of time.

## KEEPING US INFORMED

This **Policy** is based on the information **You** have given **Us** about **Your** items. **You** must also tell **Us** immediately about the following changes:

- Any change to **Your Business** description or activities
- Any change to the people insured, or to be insured
- Any changes needed to **Your** sums insured

If **You** fail to disclose all relevant information or makes a misrepresentation, **We** may:

- Cancel **Your Policy** and refuse to pay any claim, or
- **We** may not pay any claim in full, or
- **We** may revise the premium and/or change any **Excess**, or
- The extent of the cover may be affected

## SUBJECTIVITY

The insurance cover provided by **Us** may be subject to **You** or **Us** carrying out certain actions. **We** will clearly state below if the insurance provided by **Us** is subject to **You**

- providing **Us** with any additional information requested by the required date(s)
- allowing **Us** access to the **Premises**, **Your** contract sites, and/or the **Business** to carry out surveys
- completing any actions agreed between **You** and **Us** by the required date(s)
- allowing **Us** to complete any actions agreed between **You** and **Us**.

Upon completion of these requirements (or if they are not completed by the required dates) **We** may, at **Our** option

- modify **Your** premium
- make amendments to the terms and conditions of the insurance cover
- require **You** to make alterations to the **Premises** for which **We** have provided an insurance cover
- withdrawn any insurance cover provided
- leave the **Policy** terms and conditions of the insurance cover and premium unaltered.





**We** will contact **You** with **Our** decision and where applicable, specify the date(s) by which any action(s) agree need to be completed by **You** and/or any decision by **Us** will take effect.

**Our** requirements and decisions will take effect from the date(s) specified unless and until **We** agree otherwise in writing. If **You** disagree with **Our** requirements and/or decisions, **We** will consider **Your** comments and where **We** consider appropriate, will continue to negotiate with **You** to resolve the matter to **Your** and **Our** satisfaction. In the event that the matter cannot be resolved **We** will withdraw the insurance cover.

The above conditions do not affect **Our** right to withdraw any insurance cover if **We** discover information material to **Our** acceptance of the risk was not disclosed when requesting the original quotation.

## YOUR RIGHT TO CANCEL

If **You** are not happy with it and choose to cancel **Your Policy** within the first 14 days of the purchase or renewal of the **Policy** or the day on which **You** receive **Your Policy** documentation, whichever is the later, **You** will be entitled to a full refund of **Your Policy** insurance premium including any insurance premium tax and **Policy** fees paid.

**You** may cancel after the 14 days have expired, **You** will be entitled to a refund of the premium paid subject to a proportionate deduction for the time on cover.

Where a claim or an incident which **You** are aware of and is likely to give rise to a claim has occurred within the **Period of Insurance** no refund of premium will be paid. In addition, a cancellation charge will be made by Ripe as outlined in their Terms of Business.

## OUR RIGHT TO CANCEL

**We** may at any time cancel this **Policy** by sending at least 30 days' notice to **You** at **Your** last known email and/or postal address setting out the reasons for cancellation. Provided the premium has been paid in full **You** shall be entitled to a proportionate refund of premium in respect of the unused period showing on the **Insurance Schedule**.

Where a claim or an incident which **You** are aware of and is likely to give rise to a claim has occurred within the **Period of Insurance** no refund of premium will be paid.

In addition, a cancellation charge will be made by Ripe as outlined in their Terms of Business.

Valid reasons include but are not limited to:

- Non-payment of premium. If payment is not paid when due **We** will write to **You** requesting payment by a specific date. If **We** receive payment by the date set out in the letter **We** will take no further action. If **We** do not receive payment by this date **We** will cancel the insurance from the cancellation date shown on the letter.
- Where **We** reasonably suspect fraud
- Where **You** fail to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require, and this affects **Our** ability to process a claim or defend **Our** interests. See the 'Claims' section in this insurance booklet
- Where **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask. See the 'Keeping **Us** Informed' section of this insurance booklet.

## TELEPHONE CHARGES

Calls are charged at national call rates (charges may vary dependent on **Your** network provider) and are usually included in inclusive minute plans from landlines and mobiles. For **Our** joint protection telephone calls may be recorded and/or monitored

## EMPLOYERS' LIABILITY TRADING OFFICE

Certain information relating to **Your** insurance **Policy** including, without limitation, the **Policy** number(s), employer's names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by HMRC and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office (ELTO) and added to an electronic database. This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis. The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK, and who are covered by the employers' liability insurance to:

- a. identify which insurer (or insurers) provided employers' liability cover during the claimants' relevant periods of employment; and
- b. to identify the relevant employers' liability insurance policies.





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## CUSTOMERS WITH DISABILITIES

This **Policy** and other associated documentation are also available in large print. If **You** require this or any additional support please contact Ripe.

## USE OF LANGUAGE

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

PLEASE READ THESE FEATURES, YOUR INSURANCE SCHEDULE AND THE WHOLE OF THIS DOCUMENT CAREFULLY.  
If the insurance does not meet **Your** requirements please return it within 14 days from receipt of documentation.



## Definitions

This part of the **Policy** sets out the words which have a special meaning. Each word is listed with the meaning explained below and is printed in Bold Type whenever it appears in the **Policy**, **Insurance Schedule** and **Endorsements**.

### Abuse or molestation

1. Physical, mental or financial abuse, assault, battery, mistreatment or maltreatment;
2. sexual exploitation or any actual or attempted sexual relations, sexual contact or intimacy;
3. discrimination, victimisation, harassment, voyeurism, invasion of privacy or any use or distribution of images, in whatever manner, without the consent of any person shown; or
4. any other act of a sexual nature or undertaken with a sexual motive.

### Abuse or molestation retroactive date

The original inception date of **Your Policy** or the earliest date from which **You** have held uninterrupted cover for **Abuse or molestation**, on a claims made basis, whichever is the earlier.

### Accident

A sudden unexpected unforeseen and identifiable Incident.

### Artificial Intelligence

Any machine learning, logical, statistical or other algorithm in **Computer or digital technology** that can:

1. perform tasks or generate outputs, including but not limited to, actions, content, decisions, predictions or recommendations; or
2. adapt or vary its operation proactively, or in response to inputs.

### Bodily Injury

Bodily injury including death, illness, disease, or nervous shock

### Business

The business as described in the **Insurance Schedule** and in respect of Section 1 Public and Products Liability and Section 3 Employers' Liability shall also include:

- The ownership, repair, maintenance and decoration of **Your** business **Premises**
- Private work undertaken by any **Employee** with **Your** prior consent for any director partner or other **Employee** of **Yours**
- The provision and management of canteen, sports, social and welfare organisations for the benefit of **Employees**
- **Your** fire, security, first aid, medical and ambulance services
- **Your** participation in **Exhibitions**

### Civil Commotion

Where 12 or more persons are present together, whether in a public or private place, with a common purpose (which may be inferred from conduct):

1. to use, or threaten to use, physical force to inflict personal injury on any person or to damage property; or
2. which causes a person of reasonable firmness, had such person been present at the scene, to fear for their safety. the purposes of this definition, no person of reasonable firmness need actually be, or be likely to be, present at the scene.

### Computer or digital technology

Any **Programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services

### Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. Creation, handling, entry, modification or maintenance of; or
  2. On-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,
- any **Computer or digital technology**.



### Costs and Expenses

- Claimants' legal costs for which **You** are legally liable
- All **Costs and Expenses** incurred with **Our** written consent in defending any claim
- The solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction, in respect of any alleged act, causing or relating to any occurrence which may be the subject of indemnity under these Sections or at any coroner's inquest or fatal accident inquiry

### Cyber attack

Any digital attack or interference, whether by a **Hacker** or otherwise, attempting or resulting in:

1. access to;
2. extraction of information from;
3. disruption of access to or the operation of; or
4. damage to:
  - any data or **Computer or digital technology**, including but not limited to any:
    - a. **Programs** designed to damage, disrupt, extract data from, or gain access to any data or **Computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
    - b. denial of service attack of distributed denial of service attack.

### Damage

Physical loss, destruction or damage

### Employee(s)

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

- Under a contract of service or apprenticeship with **You**
- A person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by **You**
- A labour master or person supplied by him
- A person engaged by a labour only sub-contractor
- A self-employed person performing work under a similar degree of control and direction by **You** as a person under a contract of service or apprenticeship with **You**
- A driver or operator of hired-in Plant
- A trainee or person undergoing work experience
- A voluntary helper

### Endorsement(s)

Any terms and conditions made separately to the terms of the **Policy** and specified on **Your Insurance Schedule**

### Equipment

Tools and equipment specifically designed and purchased for use whilst undertaking activities connected to the **Business**

### Excess

The first part or amount **You** will be responsible for paying in the event of a claim

### Exhibition(s)

Includes demonstration, trade fair or show.

### Hacker

Any **Artificial Intelligence**, entity or person, including any **Employee** of yours, who gains or attempts to gain unauthorised access to or use of any:

1. **Computer or digital technology**; or
2. data held electronically by **You** or on **Your** behalf

### Insurance Schedule

The document that specifies **Your** details, sums insured and any **Excess** or **Endorsements** that are applicable. The schedule shows the sections of the **Policy** that are operative

### Insured Person

Any **Principal**, partner, director or **Employee** working in the **Business**



## Money

### Negotiable Money and Non-Negotiable Money

#### Negotiable Money

Cash, bank notes, currency notes, uncrossed cheques (including travellers cheques but excluding pre-signed blank cheques), uncrossed bankers' drafts, uncrossed giro cheques and drafts, uncrossed postal orders, uncrossed money orders, current postage and revenue stamps, National Insurance stamps (not fixed to cards), National Savings stamps, bills of exchange, luncheon vouchers, consumer redemption vouchers, Holiday with Pay stamps, gift tokens and trading stamps.

#### Non-Negotiable Money

Crossed cheques (other than pre-signed blank cheques), crossed banker's drafts, crossed giro cheques and drafts, crossed postal orders, crossed money orders, unused units in franking machines, National Savings certificates, Premium Bonds, credit company sales vouchers and VAT purchase invoices.

## Period of Insurance

The time for which this **Policy** is in force as shown in **Your Insurance Schedule**.

## Personal Data

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

## Policy

This insurance booklet, along with the **Insurance Schedule** and **Statement of fact** which forms part of the legal contract between **You** and **Us**

## Pollution or Contamination

- All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- All **Bodily Injury** or **Damage** directly or indirectly caused by such pollution or contamination

## Premises

The premises or part of the premises at the address or addresses described within the **Insurance Schedule** and occupied by **You** in connection with the **Business**

## Principal

Any person, company, local authority or other body with whom **You** have entered into a contract or agreement for the performance of work in connection with the **Business**

## Program(s)

Code or instructions which tell **Computer or digital technology** how to process data or interact with ancillary equipment, systems or devices.

## Property Insured

**Stock** and/or **Equipment** where stated in the **Insurance Schedule**

## Qualified

Holding a qualification relevant to the treatment or therapy being administered. Any qualification must have been issued by an education establishment such as a school, college or university and have been accredited by a relevant UK professional body

## Social Engineering communication

Any request directed to **You** or someone on **Your** behalf by any **Artificial Intelligence**, entity or person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property to which such third-party is not entitled.

## Solar weather

Solar flares, solar eruptions or bursts including plasma bubbles or ejections, magnetic field or magnetosphere fluctuations or disruptions.

## Statement of fact

A record of the information **You** have provided to **Us** about **You** and **Your Business** upon which **Your Policy** was based



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### Stock

**Stock** and materials in trade, including trade samples specifically designed to and purchased for use whilst undertaking activities connected to the **Business**

### Territorial Limits

The territories covered by this **Policy** as shown in the **Insurance Schedule**

### Terrorism

An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:

1. is committed for political, religious, ideological, racial or similar purposes; and
2. is intended to influence any government or an international governmental organisation or to put the public, or any section of the public, in fear; and
  - a. involves violence against one or more persons; or
  - b. involves damage to property; or
  - c. endangers life other than that of the person committing the action; or
  - d. creates a risk to health or safety of the public or a section of the public; or
  - e. is designed to interfere with or to disrupt an electronic system

### We/Us/Our

Hiscox Insurance Company Ltd

### You/Your

The person, persons or Limited or Public Limited Companies named in the **Insurance Schedule** as the policyholder



## Section 1 – Public and Products Liability

### WHAT IS COVERED:

We will indemnify You against legal liability to pay compensation and Costs and Expenses in respect of:

- accidental Bodily Injury other than Abuse or molestation, to any person
- accidental Damage to property
- accidental nuisance, trespass, obstruction, loss of amenities or interference with any right of way, light, air or water
- wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy which arises in connection with the Business and which happens during the Period of Insurance and within the Territorial Limits.

### Limit of Liability

Our liability to pay compensation in respect of any one claim or series of claims against You arising out of one original cause shall not exceed the limit of liability stated in the Insurance Schedule .

In addition to the limit of liability stated in the Insurance Schedule, We will pay legal Costs and Expenses awarded against You or incurred by You with Our written agreement.

### EXTENSIONS

The following extensions apply to this section:

#### Professional Treatment Risks

We will indemnify You up to the limit of liability stated in the Insurance Schedule in respect of liability for Bodily Injury or Damage to property caused by or arising from treatment rendered by You in the course of Your Business provided that such treatment is restricted to:

- Barber  
Washing, styling, cutting and drying of hair, including the use of cutthroat razors and hair clippers and trimmers.
- Hairdresser
  - a. washing, styling, cutting, and drying of hair
  - b. tinting, dyeing, bleaching or permanent waving of hair
  - c. eyebrow treatments including plucking, shaping, tinting, threading, waxing, HD Brows, henna and lamination (see patch testing requirement)
  - d. eyelash treatments including tinting, lifting, perming and applying false eyelashes including semi-permanent eyelash extensions (see patch testing requirement)
  - e. cutting and shaping of nails including application of acrylic coatings
  - f. ear piercing by gun and stud method
  - g. use of electrical Equipment such as tongs, curlers or straighteners
  - h. use of cutthroat razors, hair clippers and trimmers.
- Nail Technician
  - a. application of nail extensions and nail coatings including varnishes and coatings cured using a UV or LED lamp, provided that You have checked the client is not allergic to acrylics or plastics prior to application;
  - b. application of nail art;
  - c. cutting shaping of nails; and
  - d. manicures and pedicures including paraffin wax.
- Beauty Therapist/Beautician
  - a. acupressure;
  - b. advanced waxing;
  - c. airbrush tanning;
  - d. application of false tanning products;
  - e. aqua detox
  - f. aromatherapy
  - g. baby massage, provided that You use a doll when teaching the parents/guardians how to carry out baby massage treatment
  - h. bikini hair colouring provided that the Patch Test Requirement is met
  - i. bleaching of superfluous hair
  - j. body wraps



- k. Bowen technique
- l. craniosacral therapy
- m. crystal healing
- n. detox foot spa
- o. ear piercing using gun and stud method
- p. endermologie provided that the **Equipment** Supervision Requirement is met
- q. eyebrow treatments including plucking, shaping, tinting, threading, waxing, HD Brows, henna and lamination provided that the Patch Test Requirement is met
- r. eyelash treatments including tinting, lifting, perming, semi-permanent eyelash extensions and applying false eyelashes provided that the Patch Test Requirement is met
- s. facials including ionisation and steam treatments
- t. faradic treatments, provided that the **Equipment** Supervision Requirement is met
- u. foot massage including Chinese and Thai foot massage, provided **You** do not carry out any treatment on persons that:
  - have infectious disorders of the feet
  - have severe bruising to the feet
  - are in the first trimester of pregnancy
  - are under the influence of drugs and/or alcohol; or
  - have a fever or contagious diseaseAnd **You** have obtained written approval from their General Practitioner for any treatments on persons that:
  - have severe circulatory problems such as high or low blood pressure
  - are in the second or third trimester of pregnancy
  - have arthritis of the feet
  - are diabetic
  - have recently suffered haemorrhage or swellings
  - have recently had an operation; or
  - are receiving medical treatment or have a condition that might be affected by treatment
- v. galvanic treatments, provided that the **Equipment** Supervision Requirement is met
- w. henna body art, provided that **You** have obtained written consent from the parent or guardian of persons under the age of 16 years prior to performing the treatment
- x. hot stone therapy
- y. kinesiology
- z. make up including day, evening, media, stage, fashion and camouflage
- aa. manual lymphatic drainage
- bb. massage including ayurvedic, bamboo, balinese, bio-dynamic, body, deep oscillation, facial, hand, hands free, hawaiian, holistic facial, Korean, hand, lava shell, lomilomi massage, indian head, Mongolian, russian, honey, slavic, swedish, thai hand, thai herbal compress, thai tui-na, warm bamboo
- cc. micro current, provided that **Equipment** Supervision Requirement is met
- dd. Myofascial Release
- ee. manicure, pedicure, nail cutting, shaping, varnishing, nail art, nail extensions, coatings cured using a UV or LED lamp, provided that **You** have checked the client is not allergic to acrylics or plastics prior to application
- ff. non-surgical facelift, provided that the **Equipment** Supervision Requirement is met and **We** will not cover any treatment involving the use of injections of any kind
- gg. paraffin wax
- hh. pregnancy massage, provided that **You**:
  - have the client's general practitioner or midwife's consent prior to treatment;
  - do not massage over the abdomen;
  - do not carry out treatment during the first trimester (12 weeks); and
  - do not massage pressure points on both sides of the ankles nor massage the webbing between the thumb and index finger
- ii. reflexology
- jj. reiki
- kk. self-tanning
- ll. spray tanning
- mm. sports massage, provided that the massage is carried out by a person who holds level 3 of the National Qualifications Framework or equivalent qualification, and a pre-treatment questionnaire must be completed by the client prior to the treatment being given





- nn. su-do body art, provided that the Patch Test Requirement is met
- oo. sugaring
- pp. threading
- qq. toning tables, provided that **You**:
  - have received training in the use of toning tables;
  - take from the client their medical history and undertake a written consultation prior to use;
  - ensure that the client signs the record card prior to each time they use the **Equipment** stating that they are not suffering from any injury or medical condition that could be affected by the use of toning tables;
  - display prominently the manufacturer's instructions; and
  - supervise use of toning tables and remain on the **Premises** continuously while the **Equipment** is in use.
 Cover under this Sub-Section does not include liability in respect of
  - dietary advice or instruction; or
  - errors or omissions or neglects in treatment administered by **You** or on **Your** behalf;
- rr. ultrasound, provided that the **Equipment** Supervision Requirement is met and **We** will not cover ultrasound for medical use;
- ss. vacuum suction, provided that the **Equipment** Supervision Requirement is met
- tt. waxing

## Special Conditions

### 1. Patch Test Requirement

**You** must perform a sensitivity patch test on the client, using the exact substance that is to be applied during the treatment at least 24 hours before performing the treatment for the first time and will not proceed with the treatment if the results of the test are not satisfactory;

### 2. Equipment Supervision Requirement

- i) all **Equipment** is kept under regular supervision by a responsible trained person who must be on the **Premises** continuously while the **Equipment** is in use; and
- ii) full instructions are given to the clients as to the method of safe use of the facilities

### 3. Additional Persons Insured

**We** will subject to the terms of this section indemnify:

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

Provided that:

- i. such persons are not entitled to indemnity under any other **Policy** covering such liability
- ii. each person will as though they were **You** observe, fulfil and be subject to the terms of this **Policy** insofar as they can apply
- iii. **We** will retain sole conduct and control of any claim or
- iv. where **We** are required to indemnify more than one party **Our** total liability will not exceed the Limit of Liability

### 4. Bona-fide Subcontractors

**We** will indemnify **You** in respect of work carried out by bona-fide subcontractors working for **You** or on **Your** behalf. It is a condition precedent to liability under this extension that:

- i. where any work is undertaken for **You** or on **Your** behalf by any bona-fide subcontractor **You** must prior to their appointment ensure that each bona-fide subcontractor holds current and valid Public Liability insurance appropriate to the work being carried out with a Limit of Indemnity which is no less than the Public Liability limit of this **Policy**
- ii. in the event of a claim under this extension **You** shall provide documentary evidence of the Public Liability insurance held by the bonafide subcontractors at the time of their appointment to work for **You**
- iii. annual payments to bona-fide subcontractors shall not exceed £50,000 per annum or 25% of **Your** annual turnover whichever is greater unless agreed to the contrary by **Us**.



## 5. Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of:

- a. legal fees and expenses incurred with Our prior written consent for defending prosecutions, including appeals against convictions
- b. costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

The total amount payable under this extension in respect of all claims occurring during any one Period of Insurance is limited to £1,000,000.

We will not indemnify You under this extension in respect of:

- i. any prosecutions unless they relate to the death of any person other than an Employee occurring within the Territorial Limits during the Period of Insurance happening in connection with the Business
- ii. the payment of fines or penalties
- iii. any remedial or publicity orders or any steps required to be taken by such order
- iv. defence Costs and Expenses and costs of prosecution awarded against You for which You are entitled to indemnity under any other Policy or would have been entitled to an indemnity but for the existence of this Policy
- v. any proceedings resulting from any deliberate act or omission by You

## 6. Court Attendance Costs

We will compensate You if at Our request You or any director, partner or Employee is attending court as a witness in connection with a claim for which You are entitled to indemnity. The maximum We will pay for:

- a. You, each director or partner is £500 per day
- b. each Employee is £250 per day

## 7. Cross Liability

Where the policyholder comprises of more than one party We will treat each party as if a separate Policy had been issued to each, provided that nothing in this extension will increase Our liability beyond the amount for which We would have been liable had this extension not applied.

## 8. Defective Premises Act 1972

We will indemnify You in respect of legal liability incurred by You under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any Business Premises or land which has been disposed of by You. Provided that this indemnity shall not apply to:

- a. the cost of rectifying any Damage or defect in premise or land disposed of
- b. liability for which You are entitled to indemnity under another insurance Policy

## 9. Health and Safety at Work etc Act 1974

We will indemnify You against legal Costs and Expenses incurred with Our written consent for defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the Business during the Period of Insurance.

We will also pay prosecution costs awarded and the costs incurred with Our written consent in appealing against any judgement given. Provided that this indemnity shall not apply to the payment of fines or penalties.

## 10. Abuse or molestation

If, as a result of Your activities, any party brings a claim against You during the Period of Insurance for Abuse or molestation committed after the Abuse or molestation retroactive date, We will indemnify You against the sums You have to pay as compensation. This includes a claim against any Employee when they are acting on Your behalf in whatever capacity.

However, We will not in any event provide cover:

- 1. in respect of any allegation of slavery or people trafficking; or
- 2. to any party who commits, condones or ignores any Abuse or molestation.

We will also pay Costs and Expenses but We will not pay costs for any part of a claim not covered by this section.

The most We will pay for all claims made during the Period of Insurance is £1,000,000

## 11. Consumer Protection Act Costs

We will indemnify You and at Your request any director, partner or Employee against legal Costs and Expenses incurred with Our written consent for 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 the proceedings relate to an offence alleged to have been committed in the course of the Business and during the Period of Insurance.



What is not covered:

- i. Any legal liability **You** have to pay fines or penalties.
- ii. **Costs and Expenses** insured by any other insurance **policy**
- iii. legal **Costs and Expenses** arising out of any deliberate act or omission by **You**

## 12. Indemnity to Principals

**We** will at **Your** request indemnify any **Principal** to the extent required by the contract between **You** and the **Principal** in respect of liability arising from the performance of work by **You** for such **Principal** provided that:

- a. **We** shall retain sole conduct and control of any claim
- b. the **Principal** shall observe, fulfil and be subject to the terms conditions exclusions and limits of this section insofar as they can apply

## 13. Motor Contingent Liability

Notwithstanding Exclusion 3 of this section **We** will indemnify **You** against legal liability arising out of the use of any motor vehicle not belonging to or provided by **You** and being used in the course of the **Business** anywhere in **Territorial Limits**.

Provided that this indemnity will not apply:

- i. in respect of **Damage** to the vehicle or to property conveyed therein
- ii. while such vehicle is being driven by
  - **You**
  - any person who to **Your** knowledge or that of **Your** representatives does not hold a licence to drive the vehicle unless such a person has held and is not disqualified from holding or obtaining such a licence
- iii. to liability for which **You** are entitled to indemnity under another insurance policy

## 14. Temporary Employees

**We** will indemnify **You** in respect of temporary **Employees**. Cover is provided under this extension to a maximum of 50 man-days worked in and one **Period of Insurance**.

This extension does not remove the need to declare changes in **Employee** numbers as required by General Condition 1 of this **Policy**.

## WHAT IS NOT COVERED:

The following exclusions apply to this section, in addition to the General Exclusions at the end of this **Policy**.

1. Any applicable **Excess**
2. Liability which is assumed by **You** by agreement, unless such liability would have attached in the absence of such agreement
3. **Bodily Injury** to any **Employee** arising out of and in the course of the employment or engagement of such persons by **You**
4. **Damage** to property owned by, hired to or in the custody or control of **You** or any **Insured Person** other than:
  - i. personal effects including motor vehicles and their contents belonging to any director, partner, **Employee**, guest or visitor of **Yours**
  - ii. **Premises** temporarily occupied by **You** for the purposes of undertaking work in connection with the **Business**
  - iii. **Premises** (including its fixtures and fittings) leased, hired or rented to **You** provided that **We** will not be liable in respect of liability assumed by **You** under a tenancy or other agreement which would not have attached in the absence of such agreement
5. **Bodily Injury** or **Damage** arising from **Your** ownership, possession, use or control or on **Your** behalf of
  - i. any locomotive
  - ii. aircraft or aerial device
  - iii. watercraft (other than hand propelled craft of less than 20 feet in length) or;
  - iv. hovercraft
6. **Bodily Injury** or **Damage** arising from **Your** ownership, possession, use or control or on **Your** behalf of any mechanically propelled vehicle or trailer attached thereto other than
  - i. any vehicle not licensed for road use
  - ii. any vehicle while being used as a tool of trade
  - iii. the loading or unloading of any vehicleprovided that **You** are not entitled to indemnity from any other source and that this **Policy** shall not apply to liability for which compulsory insurance or other security is required by any road traffic legislation



7. **Bodily Injury or Damage** arising from or contributed to by any breach of professional duty in relation to:
  - i. Advice, instruction, consultancy, design, plan, inspection, specification provided for a fee
  - ii. Treatment, therapy, formula, medication, teaching, supervision, certification or advice given by or on **Your** behalf (other than first aid ) unless Treatment Risks is stated as covered on **Your Insurance Schedule**
  - iii. The provision of any labelling or instruction for use (other than instructions given for lotions/creams/oils blended by **You** but only when in accordance with the manufacturer's instructions)
  - iv. The provision of any defective container
8. Liability or any allegation claim, circumstances or proceeding for **Bodily Injury or Damage** to property arising from any product sold, supplied or exported to the United States of America or Canada
9. The cost of recalling, removing, repairing, replacing, reinstating or in any other way making good or providing compensation in place of
  - i. any product supplied if such liability arises from any defect therein or the harmful nature or unsuitability thereof
  - ii. defective work
10. **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** and **Our** liability for all compensation payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not in aggregate exceed the amount shown as the Limit of Indemnity in the **Insurance Schedule**
11. Liability arising from:
  - i. exposure to
  - ii. inhalation of
  - iii. fears of the consequences of exposure to or inhalation of
  - iv. the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of asbestos including any products containing asbestos  
Asbestos means  
Asbestos, asbestos fibres or any derivatives of asbestos
12. Any legal liability
  - i. fines or penalties
  - ii. the costs of appeal against any improvement or prohibition notices
  - iii. fees for intervention payable under the Health and Safety Fees (Regulations) 2012
  - iv. compensation ordered or awarded by a Court of Criminal Jurisdiction
  - v. aggravated, restitutionary, exemplary or punitive damages or any additional damages resulting from the multiplication of compensatory damage or other non-compensatory damages awarded by any Court outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
13. Any liability arising directly or indirectly from, or in connection with, or contributed to by, any:
  - a. **Cyber Attack;**
  - b. **Hacker;**
  - c. **social engineering communication;**
  - d. **Computer or digital technology error;**or any fear or threat of, or any action taken in controlling, preventing, suppressing, responding or in any way relating to the above.
14. Any claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **Personal Data**.

However, this does not apply to any covered claim or part of a covered claim made against **You** by a client which arises directly from **Your** performance of the **Business** for that client and which is not otherwise excluded by What is not covered, [exclusion 13 above].

The most **We** will pay for the total of all claims or parts of claims against **You** by a client including defence costs, which arise directly from **Your** performance of the **Business** for that client relating to **Personal Data** is £250,000 during any **Period of Insurance**, which is included within, and not in addition to, the overall limit of indemnity for this section.
15. **Bodily injury or Damage** directly or indirectly due to or contributed to by any Perfluoroalkyl and polyfluoroalkyl substances, including any fear or threat of, or any action taken in controlling, preventing, suppressing, responding or in any way relating to it.



## Section 2 – Teaching Cover

Provides indemnity for compensation sought following negligent act, error or omission in respect of advice or services provided for which **You** have received a fee in consideration up to the limit defined in **Your Insurance Schedule**.

This section of the insurance is a claims made wording. It only covers claims made against **You** and notified to **Us** during the **Period of Insurance** or within 30 days of the expiry of the **Period of Insurance**.

### WHAT IS COVERED:

Where this cover has been selected and is shown in **Your Insurance Schedule** **We** will indemnify **You** against:

- Any claim or claims (including all legal **Costs and Expenses** which **You** shall become liable to the claimant) up to but not exceeding in the aggregate for all claims under this insurance, the total sum insured specified in the **Insurance Schedule** for negligent acts, errors or omissions whenever or wherever committed or alleged to have been committed by **You** in the conduct and carrying out of **Your** professional **Business** of teaching and training, provided that the claim or claims are:
  - a. Made against **You** during the **Period of Insurance** specified in the **Insurance Schedule** and
  - b. Notified as soon as possible in writing to **Us** by **You** during the **Period of Insurance**;
  - c. Arising out of any act, error or omission which occurred subsequent to the inception date of this **Policy**;
  - d. Arising out of any acts, errors or omissions occurring in the **Territorial Limits** stated in **Your Insurance Schedule**.
- Any claim or claims arising in respect of libel, slander, defamation up to but not exceeding the Limit of Indemnity specified in the **Insurance Schedule**.

The liability of **Us** under this insurance in respect of any one claim or aggregate for all claims in any one Limit of Indemnity shall not exceed the limit of liability specified in the **Insurance Schedule**. **We** will pay all costs, fees and expenses incurred with the prior consent of **Us** by **You** in the defence of settlement of a claim or claims made against **You** but not exceeding in total the limit of indemnity referred to in the **Insurance Schedule**.

### CONDITIONS

These are the conditions of the insurance **You** will need to meet as part of this contract. If **You** do not, a claim may be rejected or payment could be reduced. In some circumstances **Your Policy** might be invalid. These conditions apply to this section in addition to the general conditions

1. **You** must hold a UK recognised teaching qualification;
2. **You** hold a UK recognised qualification for any treatments in which **You** are teaching;
3. All students maintain their own student insurance for any work carried out;
4. **You** are teaching up to a maximum of 10 students at any one time and 50 students in any one **Period of Insurance**

### WHAT IS NOT COVERED:

1. **Bodily Injury** or loss of or damage to property arising from or contributed to by any breach of professional duty
2. Liability to any **Employee**
3. Liability to a member of **Your** immediate family (spouse, children, parents, siblings and their families)
4. Any claim or claims:
  - i. Made or threatened or in any way intimated prior to the inception date of the insurance.
  - ii. Arising from any known circumstance of which **You** had become aware prior to the insurance inception and which **You** or a reasonable person of **Your** profession would at any time prior to the insurance inception have considered may give rise to a claim or claim(s).
5. Claims brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of **You** or of any person at any time employed by **You**.
6. Claims arising from the conduct of any **Business** not conducted for the benefit of or on behalf of **You**.
7. Claims as a result of the insolvency, bankruptcy or liquidation as the case may be of **You**.
8. Claims arising from the sale or supply of goods by or on behalf of **You**.
9. Claims brought against **You** arising directly or indirectly out of physical assault, interference as a consequence thereof
10. Claims brought against **You** arising directly or indirectly from the use of non-medically prescribed drugs.
11. This insurance does not indemnify **You** against any liability to pay liquidated, punitive, exemplary or aggravated damages.
12. This insurance does not indemnify **You** against any liability to pay any fines and/or penalties imposed by law.
13. This insurance does not indemnify **You** against any liability to pay any trading debts.
14. This insurance does not indemnify **You** against any liability of **You** or any **Principal** of **You** arising solely from the duties of **You** or such principals as a director or legal officer of any company.
15. Any liability arising from a contract or agreement unless **You** would have been liable in the absence of such contract or agreement



16. Liability arising from:

- i. exposure to
- ii. inhalation of
- iii. fears of the consequences of exposure to or inhalation of
- iv. the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos including any product containing Asbestos

Asbestos means

asbestos, asbestos fibres or any derivatives of asbestos.

17. Any liability arising directly or indirectly from, or in connection with, or contributed to by, any:

- a. **Cyber Attack;**
- b. **Hacker;**
- c. **Social Engineering communication;**
- d. **Computer or digital technology error;**

or any fear or threat of, or any action taken in controlling, preventing, suppressing, responding or in any way relating to the above.



## Section 3 – Employers' Liability

This section is only operative where Employers Liability is shown on **Your Insurance Schedule**.

### WHAT IS COVERED:

**We** will indemnify **You** against:

- legal liability to pay compensation and
- **Costs and Expenses**  
in respect of **Bodily Injury** caused during the **Period of Insurance** to any **Employee** arising out of and in the course of employment or engagement of such person by **You** in connection with the **Business** within the **Territorial Limits**.

### Limit of Liability

**Our** liability to pay compensation and **Costs and Expenses** in respect of any one claim or series of claims against **You** arising out of one original cause shall not exceed the Limit of Liability stated in the **Insurance Schedule**.

### EXTENSIONS:

The following extensions apply to this section:

#### 1. Additional Persons Insured

**We** will subject to the terms of this section indemnify:

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

Provided that:

- a. such persons are not entitled to indemnity under any other **Policy** covering such liability
- b. each person will as though they were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply
- c. **We** will retain sole conduct and control of any claim or
- d. where **We** are required to indemnify more than one party **Our** total liability will not exceed the Limit of Liability

#### 2. Corporate Manslaughter and Corporate Homicide Act 2007

**We** will indemnify **You** in respect of:

- a. legal fees and expenses incurred with **Our** prior written consent for defending prosecutions, including appeals against convictions
- b. costs of prosecution awarded against **You**

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007

The total amount payable under this extension in respect of all claims occurring during any one **Period of Insurance** is limited to £1,000,000.

**We** will not indemnify **You** under this extension in respect of:

1. any prosecutions unless they relate to death caused to any **Employee** occurring within the **Territorial Limits** during the **Period of Insurance** happening in connection with the **Business**
2. the payment of fines or penalties
3. any remedial or publicity orders or any steps required to be taken by such orders
4. defence **Costs and Expenses** and costs of prosecution awarded against **You** for which **You** are entitled to indemnity under any other **Policy** or would have been entitled to an indemnity but for the existence of this **Policy**
5. any proceedings resulting from any deliberate act or omission by **You**

#### 3. Court Attendance Costs

**We** will compensate **You** if at **Our** request **You** or any director, partner or **Employee** are attending court as a witness in connection with a claim for which **You** are entitled to indemnity.

The maximum **We** will pay for:

- a. **You**, each director or partner is £500 per day
- b. each **Employee** is £250 per day.





#### 4. Cross Liability

**We** will indemnify each party named as the policyholder in **Your Insurance Schedule** as if a separate **Policy** had been issued to each. The maximum **We** will pay is the Limit of Liability regardless of the number of parties claiming indemnity

#### 5. Health and Safety at Work etc Act 1974

**We** will indemnify **You** against legal **Costs and Expenses** incurred with **Our** written consent for defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

**We** will also pay prosecution costs awarded and the costs incurred with **Our** written consent in appealing against any judgement given. Provided that this indemnity shall not apply to the payment of fines or penalties.

**We** will not provide indemnity for proceedings relating to the health and safety of any person other than an **Employee**.

#### 6. Indemnity to Principals

**We** will at **Your** request indemnify any **Principal** to the extent required by the contract between **You** and the **Principal** in respect of liability arising from the performance of work by **You** for such **Principal**.

Provided that:

- a. **We** shall retain sole conduct and control of any claim
- b. the **Principal** shall observe fulfil and be subject to the terms conditions exclusions and limits of this section insofar as they can apply

#### 7. Temporary Employees

**We** will indemnify **You** in respect of temporary **Employees**. Cover is provided under this extension to a maximum of 50 man-days worked in any one **Period of Insurance**. This extension does not remove the need to declare changes in **Employees** as required by General Condition 1 of this policy.

### CONDITIONS

These are the conditions of the insurance **You** will need to meet as part of this contract. If **You** do not, a claim may be rejected or payment could be reduced. In some circumstances **Your Policy** might be invalid. These conditions apply to this section in addition to the general conditions.

#### 1. Certificate of Employers' Liability

If this **Policy** or section is cancelled any Certificate of Employers' Liability insurance provided by **Us** is similarly cancelled from the same date.

#### 2. **Our** Right of Recovery

The indemnity provided by this section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **Territorial Limits** If, by any such law, **We** are required to pay a claim which is excluded under **Your Policy**, **You** shall repay to **Us** all sums.

### WHAT IS NOT COVERED:

The following exclusions apply to this section, in addition to the General Exclusions at the end of this policy. **We** shall not be liable under this section in respect of **Bodily Injury**:

1. Caused to any **Employee** (other than the driver) being carried in or upon a vehicle or entering or getting on to or alighting from a vehicle where such **Bodily Injury** is caused by or arises out of the use by **You** of a vehicle on a road. For the purposes of this exclusion the expression "vehicle", "use" and "road" shall have the same meaning as in Part VI of the Road Traffic Act 1988.
2. Arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.
3. Liquidated damages fines or penalties
4. Punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages
5. Any consequence resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - i. war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - ii. any action taken in controlling, preventing, suppressing or in any way relating to (a) above except as stated in Special Provision- War below.

#### Special Provision- War

Subject otherwise to the terms of the policy

Neither of the exclusions in (6) (a) and (6) (b) above shall apply to the Employers' Liability Section but the Limit of Liability for the purpose of this Special Provision - War is limited to £5,000,000 including costs and expenses.



## Section 4 – Stock, Equipment and Money

Provides cover for **Stock**, **Equipment** and **Money**

### WHAT IS COVERED:

Where this cover has been selected and is shown in **Your Insurance Schedule**, **We** agree to pay for repair or replacement, up to the limit shown in **Your Insurance Schedule**, of **Stock** and **Equipment** that has been stolen or suffers **Damage** during the **Period of Insurance** and within the **Territorial Limits**.

**We** will pay **You** the amount of loss or at **Our** option reinstate or replace such **Stock** and/or **Equipment** provided that **Our** liability in any one **Period of Insurance** shall not exceed in the whole the total sum insured or in respect of any one item its sum insured or any other stated Limit of Liability.

#### Basis of Settlement

##### Equipment

This section of cover will be insured on a reinstatement basis. **You** must ensure the sum insured is adequate to cover the full cost of replacing **Your Equipment** in the same size, form, style and in a new condition at the time of the loss.

##### Stock

This section of cover will be insured on an indemnity basis. **You** must ensure the sum insured is adequate to cover the full cost of replacing **Your Stock** at its value at the time of loss or destruction with an adjustment made for wear and tear.

Average – If at the time of a loss the sum insured is insufficient, **We** will reduce the claim amount in proportion with the underinsurance.

Pairs & sets – **We** will not pay for the cost of replacing any undamaged items which form part of a set, suite or one of a number of items of a common nature, colour or design, when **Damage** happens to a specific part and replacements cannot be sourced.

The sum insured is the maximum **We** will pay for any claim under this section.

### WHAT IS NOT COVERED

1. The amount of any **Excess**
2. Theft or **Damage** of **Stock** and/or **Equipment** whilst in transit which has not been reported to the carrier and a written report obtained or where **You** were not travelling with the **Stock** and/or **Equipment**. In the case of an airline a Property Irregularity Report will be required
3. Theft of any **Stock** and/or **Equipment** left unattended unless the theft shows evidence of forced entry and/or exit to or from any premises, securely locked locker or other similar place of storage
4. Theft of any **Stock** and/or **Equipment** left unattended in the open
5. Any theft from an unattended motor vehicle unless the **Stock** and/or **Equipment** is placed in a locked boot or a covered luggage area, all the vehicle's security devices are fully armed and there is evidence of forced entry verified by a Police report
6. Scratching, denting or any cosmetic change which does not impair the function of the **Stock** and/or **Equipment**
7. Theft or damage to **Stock** and/or **Equipment** whilst hired out or loaned by **You** to any other person unless **You** are in attendance
8. **Damage** caused by decay, wear and tear, moth, vermin, atmospheric or climatic conditions, manufacturing fault, inherent defect, deterioration or mechanical derangement of any kind
9. Damage to, or any loss, cost or expense arising in respect of any item of **Computer or digital technology** which is directly caused by:
  - a. a **Cyber attack** or fear or threat of a **Cyber attack** ;
  - b. a **Hacker** or fear or threat of a **Hacker**;
  - c. a **Computer or digital technology error**; or
  - d. its digital connectivity to any other item of **Computer or digital technology** which has been directly affected by a **Cyber attack** , **Hacker** or **Computer or digital technology error**.

**We** will however cover any other damage, loss, cost or expense insured under this section which is caused by the **Cyber attack** , **Hacker** or **Computer or digital technology error**
10. **Civil commotion** outside of England, Scotland, and Wales
11. Any loss arising as a result of **Social Engineering communications**.



## EXTENSIONS

The following extensions apply to this section:

1. **Money**

We will indemnify **You** in respect of loss of **Money** which:

- a. Belongs to **You**; or
- b. **You** are responsible for

Whilst in connection with the **Business** up to the limit of liability against each item below:

Non-Negotiable Money	£50,000
Negotiable money whilst either: a. in <b>Your</b> residence or that of <b>Your</b> directors, partners or <b>Employees</b> b. in transit or in a bank night safe and thereafter within bank premises until at the bank's risk c. on contract sites whilst <b>You</b> or any <b>Employee</b> is working there	As stated in <b>Your Insurance Schedule</b>

## WHAT IS NOT COVERED

1. Theft by any of **Your** directors, partners or **Employees** unless the theft is discovered and reported to the Police within seven working days of the occurrence.
2. Theft from an unattended vehicle
3. Shortage due to error or omission.
4. Loss due to the use of counterfeit **Money**
5. Loss outside of Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man



## Endorsements

### ADDITIONAL TREATMENTS

Cover is provided under Section 1 Public and Products Liability where the additional treatments have been selected, additional premium paid and the **Endorsement** is operative on the **Insurance Schedule**

1. Dermaplaning, provided that:
  - a. the treatment is carried out by a therapist **Qualified** to NVQ level 2 or above who has also undertaken training in dermaplaning;
  - b. all blades are brand new or are thoroughly sterilised before use and disposed into a sharps container;
  - c. a pre-treatment consultation is completed with the client and agreed and signed by them including declaration of any contraindications;
  - d. **You** have provided full written aftercare instructions to the client; and
  - e. **You** do not proceed with the treatment if the client declares any contraindications;
2. Electrolysis (epilation), provided that **You** use a new sterile needle (which will be disposed of immediately into a sharps container once treatment is completed) for each client
3. Acid peels (AHA/glycolic) up to 40% acid, provided that:
  - a. **You** have provided full written aftercare instructions to the client;
  - b. the concentration of Glycolic/Alpha-Hydroxy Acid does not exceed 40%; and
  - c. **You** have carried out a test for allergic reaction 24 hours prior to commencing any course of acid skin care treatment. Should there be an allergic reaction to the test the treatment should not proceed and any subsequent treatment to the test will not be covered;
4. LED Face Masks
5. Micro-needling, provided that **We** shall not be liable under this extension if:
  - a. a local anaesthetic cream is used that is based on nanosomes;
  - b. the needles used are longer than 1.5mm;
  - c. each medical apparatus has:
    - been used on more than one customer;
    - not been sterilised before each use; or
    - not been discarded after 6 uses; or
  - d. the sterilisation fluids used to sterilise the medical rollers have not been replaced

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

  - i. any razor or clipper blades, steel combs, electrolysis needles or any item which could pierce the skin while in use is brand new or thoroughly sterilised before use; and
  - ii. all disposable needles have been disposed of immediately into a sharps container;
6. Million Dollar Facial, provided that:
  - a. the treatment is carried out by a therapist **Qualified** to NVQ Level 2 or above who has also completed training in Million Dollar Facial;
  - b. any needles which could pierce the skin are brand new for each customer before use;
  - c. any blades or **Equipment** which could pierce the skin or come into contact with the customer while in use is brand new or are thoroughly sterilised before use;
  - d. all disposable needles have been disposed of immediately into a sharps container;
  - e. a pre-treatment consultation is completed with the client and agreed and signed by them including declaration of any contraindications;
  - f. **You** have provided full written aftercare instructions to the client;
  - g. the concentration of Hyaluronic Acid does not exceed 10%;
  - h. any required pre-treatment patch test has been carried out in line with product and training instructions and that treatment does not proceed if there is an allergic reaction to the test;
  - i. a local anaesthetic cream is used that is not based on nanosomes;
  - j. the needles used are no longer than 1.5mm;
  - k. the sterilisation fluids used to sterilise the **Equipment** is replaced between each customer; and
  - l. if the client declares any contraindications **You** must not proceed with the treatment.
7. Radio frequency/cavitation, provided that:
  - a. such treatments are carried out by a therapist **Qualified** to NVQ Level 2 or above who has also undertaken manufacturer's training for the machine to be used;
  - b. treatment is carried out on persons of 18 years and over;
  - c. a consent form has been completed and signed by the client; and
  - d. **You** have used any **Equipment** or products for the performance of the treatment in accordance with the manufacturer's instructions including any skin testing requirements;

## 8. Solaria and Sun Beds

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

- a. the tubes used within the **Equipment** emit UVA and UVB rays only
- b. the **Equipment** is used, maintained and serviced in accordance with manufacturer's instructions
- c. the manufacturer's training has been taken by all therapists operating or supervising the operation of the **Equipment**
- d. **Equipment** used is under 5 years old and is owned, hired or leased and used exclusively by **You**
- e. manufacturers' warning signs are clearly displayed around the vicinity of the solarium and located at eye level
- f. full instructions are given to the customer as to the method of safe use of the **Equipment** including the need to limit exposure time and where the **Equipment** releases ultra-violet rays, the need to wear suitable eye protection and avoid the use of body lotion
- g. the **Equipment** is under regular supervision by a responsible trained person who shall be on the **Premises** continuously while the **Equipment** is in use
- h. prior to each treatment involving ultra-violet rays whether from sun-beds or solaria or other devices, a client record card is completed and signed by each client including a declaration to the effect that they
  - are not in an advanced state of pregnancy
  - they do not suffer from high/low blood pressure or any circulation disorder
  - do not have any skin allergies; and
- i. are not taking tranquillisers or antibiotics or antitubercular drugs or any anti-fungal agents or any antidepressants and if they cannot sign such a declaration they will be required to produce a medical certificate stating that they are not abnormally susceptible to the effects of sun treatment;
- j. the **Equipment** time settings are operated only by **Qualified** therapists and the therapist responsible for supervising the operation of the **Equipment** at the time of its use has checked that the timer is switched off at the end of each session; and
- k. each sun bed operates an automatic shut off once the set time has elapsed.

## 9. Sauna and Steam Rooms

All saunas, steam rooms and Turkish baths at **Your Premises** must be:

- a. physically switched OFF at the power source to all sources of heat by the duty manager or a nominated senior staff member at the close of each and every period during which **Your Premises** have been open to the public
- b. inspected internally and externally by the duty manager or a nominated senior staff member and any loose or unfixed combustible materials removed from the sauna cabins, steam rooms or Turkish baths
  - before being switched on
  - before being switched on
  - at the close of each and every period during which **Your Premises** have been open to the public
  - at two hourly intervals throughout each and every period during which **Your Premises** are open to the public

All inspections verifying these actions must be recorded in writing by the duty manager or nominated senior staff member responsible and the written records must be checked weekly by the management for compliance with these requirements

- c. serviced and maintained in accordance with the manufacturers instructions or as necessary and all service and maintenance records must be retained by the management



## General Conditions

These are the conditions of the insurance **You** will need to meet as **Your** part of this contract. If **Your** do not a claim may be rejected or payment could be reduced. In some circumstances **Your Policy** might be invalid.

1. **You** must tell **Us** as soon as practicably possible of **Your** becoming aware of any changes in the information **You** have provided to **Us** which happen before or during any **Period of Insurance** including but not limited to any change to **Your Business** description or activities, any change to the Insured Persons or any changes needed to **Your** sums insured
2. **Alteration of Risk**  
If there has been any alteration to the **Property Insured** and/or the **Premises** and/or the **Business** after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury, or **Your** interest ceases except by will or operation of law, **We** will at **Our** option avoid the **Policy** from the date of such alteration or when **Your** interest ceases, unless **We** accept the alteration
3. **You** must exercise reasonable care to prevent **Accident**, injury, loss or **Damage** and at all times act as if uninsured
4. **You** and anybody administering any treatment must be **Qualified** or be under the direct supervision of a **Qualified** person
5. The due observance and fulfilment of all terms and conditions of this insurance by **You**, or anyone acting on **Your** behalf insofar as they relate to anything to be done or complied with by **You** or anyone acting on **Your** behalf shall be a condition precedent to **Our** liability to make any payment under this insurance
6. **You** shall reimburse to **Us** any expenses not covered by this insurance, which are incurred by **Us** on **Your** behalf
7. If **You** or any person acting on **Your** behalf shall make any claim or statement knowing the same to be false or fraudulent as regards the amount or otherwise, then this insurance shall become void and all claims hereunder shall be forfeited
8. Under Insurance - A proportionate reduction in any claims settlement will be made should **You** under insure (i.e. the insured value **You** have chosen is less than the Indemnity Value of the **Property Insured**).
9. If there is any other insurance covering the same claim, or would have covered the claim but for the existence of this **Policy**, **We** will not make any payment under Public and Products Liability, Teaching Cover and Employers' Liability until all cover under that other insurance is exhausted. For all other claims **We** will not pay more than **Our** share of the claim, even if the other insurer refuses the claim. Important note This condition will not have the effect of leaving **You** without cover for any claim and operates where there is any other insurance covering the same claim (or would have in the absence of this **Policy**) and determines how those insurance policies apply.
10. If **You** comprise of more than one party, each operating as a separate and distinct entity, the **Policy** shall apply in the same manner and to the same extent to each party as if they were separately and individually insured.

Provided that, for the purposes of the total sum insured or Limit of Liability or any amount payable stated in **Your Insurance Schedule** or elsewhere in this **Policy** (as the case may be), all of the parties insured under this **Policy** shall be treated as one party so that there shall be only a single contract of insurance between **Us** as one party and **You** as the other party

### 11. Non Disclosure, Misrepresentation or Misdescription

#### a. Before this policy was entered into

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before this policy was entered into, then:

- where the breach was deliberate or reckless, **We** may avoid this **Policy** and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - o **We** would not have agreed to provide cover under this **Policy** on any terms, **We** may avoid this policy and refuse all claims, but will return any premiums paid;
  - o **We** would have agreed to provide cover under this **Policy** but on different terms (other than premium terms), **We** may require that this **Policy** includes such different terms with effect from its commencement and/or
  - o **We** would have agreed to provide cover under this **Policy** but would have charged a higher premium, **Our** liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium **We** would have charged, as outlined in Schedule 1 to The Insurance Act 2015.

#### b. Before a variation was agreed

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before any variation to this **Policy** was agreed, then:

- where the breach was deliberate or reckless, **We** may cancel this **Policy** with effect from the date of the variation, and keep all premiums paid
- where the breach was neither deliberate nor reckless, and but for the breach:
  - o **We** would not have agreed to the variation on any terms, **We** may treat this **Policy** as though the variation was never made, but will return any additional premiums paid
  - o **We** would have agreed to the variation but on different terms (other than premium terms), **We** may require that the variation includes such different terms with effect from the date it was made, and/or
  - o **We** would have agreed to the variation but would have increased the premium, or would have increased it by more than **We** did, or would not have reduced it or would have reduced it by less than **We** did, **Our** liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to The Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.



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12. Where **You**, including anyone within the meaning of **You** or **Insured Person** in any section of the **Policy** are entitled to cover under more than one section of the **Policy** in respect of the same claim or loss, or any part of a claim or loss, **We** shall only provide cover under one section of the **Policy**, being the section that provides the most advantageous cover to **You** or the party entitled to cover.
13. This **Policy** is exclusively governed by the laws and jurisdiction of the courts of England and Wales.
14. Where more than one insurer and/or Lloyd's syndicate is party to this **Policy**, the liability of an insurer or syndicate under this policy is several and not joint with any other insurers or syndicates party to this **Policy**. An insurer is liable only for the proportion of liability it has underwritten. **We** will provide **You**, on request, with details of the insurers/syndicates who are party to this **Policy** and the proportions of liability they have underwritten.





## General Exclusions

The following exclusions apply to the whole of this **Policy**. Any other exclusions are shown in the sections to which they apply.

This **Policy** does not provide cover for any accidental **Damage**, loss or theft or any legal liability of whatsoever nature, directly or indirectly caused, contributed to, by or happening through or in the consequence of:

1. Anything which occurred before the **Period of Insurance**. This does not apply to claims for **Abuse or molestation** which occurred after the **Abuse or molestation retroactive date**.
2. Any act of fraud or dishonesty by **You** or anyone acting on **Your** behalf
3. War  
Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
  - a. i. war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - ii. mutiny or military uprising, martial law
  - b. nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
  - c. any action taken in controlling, preventing, suppressing or in any way relating to (3) (a) and/or (3) (b) above
 However,
  - (1) exception (3) (a) (ii) shall only apply in respect of the Property Damage, when insured by this policy
  - (2) exceptions (3) (a) (b) and (c) do not apply to the Employers' Liability Section, when insured by this policy
  - (3) exception (3) (b) does not apply to the Public and Products Liability Section or the Teaching Cover Sections when insured by this policy.
4. **Terrorism**  
This does not apply to:
  - a. the Public Liability section of the **Policy** however the most **We** will pay under that section in respect of claims arising from **Terrorism** is the lesser of the Public Liability limit stated in the Insurance Schedule or £2,000,000 in total during the **Period of Insurance**.
  - b. The Employers' Liability section of the **Policy** however the most **We** will pay under that section in respect of claims arising from **Terrorism** is £5,000,000 for any one event.
5. Death or disablement, loss or destruction of or **Damage** to any **Property Insured**, any loss or expense whatsoever, any consequential loss or legal liability directly or indirectly cause by or contributed to by or arising from
  - a. i. ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
  - ii. the radioactive, toxic, explosive or other hazardous or contaminating property of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - b. The use of any weapon or device
    - i. dispersing radioactive material and/or ionising radiation, or
    - ii. using radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at the **Premises** (other than nuclear fuel or nuclear waste) used in the course of the **Business** for the purpose they were intended.
 However,
  - a. Exception (5) (b) does not apply to the Employers' Liability, Public and Products Liability and Teaching Cover Sections when insured by this **Policy**
  - b. In relation to the Employers' Liability Section, exception (5) (a) only applies when You under a contract or agreement have undertaken to
    - (a) indemnify another party, or
    - (b) assume the liability of another party.
6. An outbreak of any disease which is classified by the World Health Organisation as a Pandemic
7. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds
8. Suicide or attempted suicide, intentional self-injury or deliberate exposure to unusual danger (except in an attempt to save life), **You** being under the influence of alcohol or drugs, or suffering from mental sickness, nervous anxiety, depression, emotional disorders or stress related conditions or complaints (even if the mental sickness, nervous anxiety, depression or stress related conditions or complaints arose out of a physical **Accident** or **Bodily Injury**)
9. Any loss or **Damage**:
  - a. deliberately caused by; or
  - b. arising from a criminal act caused by;  
**You** or any other person living with **You**.
10. Consequence of or in any way involving reckless disregard and/or wilful breach of duty of any kind
11. Any claims brought against **You** in the courts of any country or jurisdiction outside of England and Wales



12. Directly or indirectly relating to asbestos including but not limited to mental injury or fear of suffering **Bodily Injury**, death, disease or illness
13. Claims arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is caused by a sudden unexpected and unintended happening. It is further agreed that expenses for the prevention of any contamination or pollution shall also form part of this exclusion and shall not be recoverable under this insurance
14. Loss or **Damage** caused by decay, wear and tear, moth, vermin, atmospheric or climatic conditions, manufacturing fault, inherent defect, deterioration or mechanical derangement of any kind
15. Loss due to confiscation, detention by Customs or other authority.
16. Any claim which arising directly or indirectly from or consisting of the failure or inability of
  - a. electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunications equipment or systems, or any similar device
  - b. media or systems used in connection with anything referred to in (16) (a) above
 whether **Your** property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
  - a. recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
  - b. the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.
 However,
  - a. **We** will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a **Defined Contingency** arising under the Property Damage Section, but only to the extent that such claim would otherwise be insured under that section.
  - b. exceptions (16) (a) and (16) (b) do not apply to the Employers' Liability Section when insured by this policy.

#### Definition

The following definition only applies to this exception

#### 'Defined Contingency'

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

17. **Solar weather** including any fear or threat of, or any action taken in controlling, preventing, suppressing, responding or in any way relating to it.

#### SANCTION LIMITATION AND EXCLUSION CLAUSE

**We** shall not provide cover nor shall **We** 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 the Underwriters 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.



## Complaints Procedure

### Our commitment to customer service

We are committed to going the extra mile for Our customers. If You believe that We have not delivered the service You expected, We want to hear from You so that We can try to put things right. We take all complaints seriously and following the steps below will help Us understand Your concerns and give You a fair response.

### HOW TO COMPLAIN

Please quote Your Policy number and claim reference (if applicable) in all correspondence so that Your concerns may be dealt with speedily. If You are unhappy with any element of the cover We provide or any aspect of Our service or have a cause for complaint, please contact:

Subject	Contact
A claim	<p>Please contact Davies Group Customer Relations:</p> <ul style="list-style-type: none"><li>Email - <a href="mailto:customer.care@davies-group.com">customer.care@davies-group.com</a></li><li>Post – Davies Managed Systems Limited, PO BOX 2801, Hanley, Stoke on Trent, ST4 5DN</li><li>Phone – 01782 339128</li></ul> <p>Details of the Davies Group internal complaint-handling procedures are available on request.</p>
All other matters	<p>Please contact Ripe Insurance:</p> <ul style="list-style-type: none"><li>Email – <a href="mailto:complaints@ripeinsurance.co.uk">complaints@ripeinsurance.co.uk</a></li><li>Post – Ripe Insurance, The Royals 353 Altrincham Road, Manchester, M22 4BJ</li><li>Phone – 0344 274 3262</li></ul>

### COMPLAINTS PROCESS

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep You informed of progress
- Do everything possible to resolve Your complaint
- Use the information from Your complaint to proactively improve Our service in the future

Once Your complaint is reviewed, a final decision will be issued in writing within 8 weeks of the date Your complaint is received.

### IF YOU ARE STILL NOT HAPPY

If You are still unhappy after Our review, or You have not received a written offer of resolution within 8 weeks of the date We received Your complaint, You may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

- Post: Financial Ombudsman Service, South Quay Plaza. 183 Marsh Wall, London E14 9SR
- Telephone: 0800 0234567 (Calls from UK landlines and mobiles are free) or 0300 1239123 (for mobile users)
- Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have the right to refer Your complaint to the Financial Ombudsman, free of charge, but You must do so within six months from the date of the final response letter. If You do not refer Your complaint in time, the Ombudsman will not have Our permission to consider Your complaint and so will only be able to do so in very limited circumstances.

### YOUR RIGHTS

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

### THANK YOU FOR YOUR FEEDBACK

We value Your feedback and at the heart of Our brand We remain dedicated to treating Our customers as individuals and giving them the best possible service at all times. If We have fallen short of this promise, We apologise and aim to do everything possible to put things right.



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#### THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

**We** are covered by the FSCS. If **We** are unable to meet **Our** financial obligations **You** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk)



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## Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of **Your** personal information will be listed in the documentation **We** provide to **You**. If **You** are unsure **You** can also contact **Us** at any time by telephoning **01904 681198** or by emailing **Us** at [dataprotectionofficer@hiscox.com](mailto:dataprotectionofficer@hiscox.com).

**We** collect and process information about **You** in order to provide insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **Your** information with, and obtaining information about **You** from, **Our** group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, **Our** regulators or fraud prevention agencies.

**We** may record telephone calls to help **Us** monitor and improve the service **We** provide. For further information on how **Your** information is used and **Your** rights in relation to **Your** information please see **Our** privacy policy at [www.hiscox.co.uk/cookies-privacy](http://www.hiscox.co.uk/cookies-privacy)



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†. 0344 274 3262

e. [smallbusiness@ripeinsurance.co.uk](mailto:smallbusiness@ripeinsurance.co.uk)

w. [www.ripeinsurance.co.uk/small-business](http://www.ripeinsurance.co.uk/small-business)