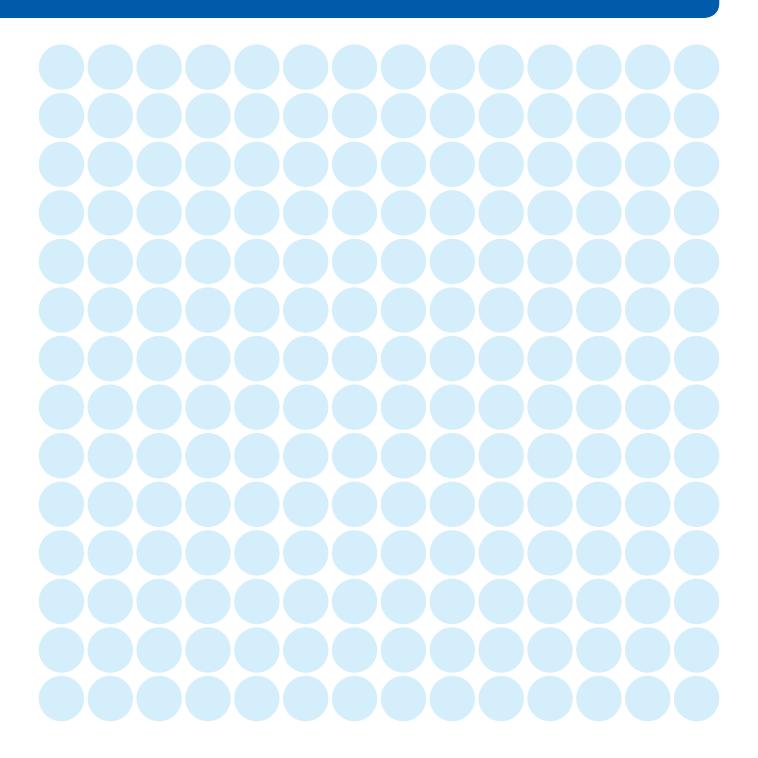


Hair and beauty

Policy document



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A warm welcome to Zurich

Thank *you* for taking out *your* Hair and beauty insurance policy with *us* and welcome to Zurich Insurance plc.

Zurich Insurance plc is a member of a group of companies of which the ultimate parent company is Zurich Insurance Group Ltd, a company registered in Switzerland (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich we have your future in mind and look forward to working closely with you.

www.zurich.co.uk

Your Hair and beauty policy

This policy is a contract between you and us. You have made a proposal to us which is the basis of and forms part of this contract.

This policy and any schedule, endorsement and certificate should be read as if they are one document.

We will insure you under those sections stated in the schedule during any period of insurance for which we have accepted your premium provided always that all the terms and conditions of this policy are complied with. Our liability will in no case exceed the amount of any sum insured or limit of liability stated in this policy, the schedule or any endorsement to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any modifications thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

Law applicable to this contract

In the UK the law allows both *you* and *us* to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon *your* address stated in the schedule. If there is any dispute as to which law applies it will be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

For and on behalf of Zurich Insurance plc

S.Len

Stephen Lewis

Chief Executive Officer of Zurich Insurance plc, UK Branch.

This is a legal document and should be kept in a safe place.

Please read this policy and any schedule, endorsement and certificate carefully and if they do not meet *your* needs contact *us* or your broker or insurance intermediary.

How we use personal information

We hold personal information in accordance with the Data Protection Act 1998. The information supplied to *us* by *you* may be held on computer and passed to other insurers and reinsurers for underwriting and claims purposes. *You* should show this to anyone whose personal information may be processed to administer this policy including handling any claims.

We use a variety of security technologies and procedures to help protect personal information from inappropriate use, and we will continue to revise procedures and implement additional security features as new technology becomes available.

We may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management. We will only share personal information as described in this notice or where we are required or allowed to do so by law.

We may record or monitor telephone calls for security and regulatory purposes.

Policy administration

In order to administer *your* insurance policy and any claims made against this policy we may share personal information provided to *us* with other companies within the Zurich Insurance Group and with business partners including companies inside and outside the European Economic Area. If we do transfer personal information including where we propose a change of underwriter we make sure that it is appropriately protected.

We may conduct searches about anyone whose personal information may be processed to administer this policy (including handling any claims) using publicly available sources. Examples are the edited electoral roll, county court judgments / Scottish decrees, bankruptcy registers and other public databases. This helps us assess applications for insurance, provide renewal quotations and check the accuracy of information. These searches may be recorded by credit reference agencies but they will not affect any credit standing.

Claims history

Under the conditions of this policy *you* must tell *us* when *you* become aware of any incident that could give rise to a claim under this policy, whether or not it is *your* intention to claim.

When you tell us about an incident or claim we may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL) or other relevant database.

We and other insurers may search these databases when you apply for insurance, in the event of any incident or claim or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- a) share information about you with other organisations including the police
- b) conduct searches using publicly available databases
- c) undertake credit searches
- d) check and share your details with fraud prevention and detection agencies.

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

- a) checking details on applications for credit and credit related to other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact *us* if *you* want to receive details of the relevant fraud prevention agencies. *We* and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Data protection rights

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information we hold about them. We may make a small charge for this. Individuals also have the right to ask us to correct their information if it is inaccurate.

If you want to know more about how we use personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, The Grange, Bishops Cleeve, Cheltenham, GL52 8XX.

Helpline numbers

These services are provided by DAS Legal Expenses Insurance Company Limited.

Commercial Legal Assistance Legal advice and protection for your business

Helpline services

You can contact our UK-based call centres 24 hours a day, seven days a week. However, we may need to arrange to call you back depending on the enquiry. To help us check and improve our service standards, we record all inbound and outbound calls, except those to the counselling service. When phoning, please tell us the policy number and the name of the insurance provider who sold you the policy.

Legal advice helpline

Call 0844 893 9022 when you require legal advice

We provide confidential legal advice over the phone on any commercial legal problem affecting the *business*, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit *you*.

Our legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, we will refer *you* to one of *our* specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.

Tax advice service

Call 0844 893 9022 when you require tax advice

We offer confidential advice over the phone on any tax matters affecting the *business*, under the laws of the United Kingdom.

Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.

Counselling service

Call 0844 893 9025 for confidential counselling

We will provide your employees, including any members of their immediate family who permanently live with them, with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by us.

The counselling service helpline is open 24 hours a day, seven days a week.

We will not accept responsibility if the helpline services are unavailable for reasons we cannot control.

Health and medical information service

Call 0844 893 9022 for health and medical information

We will give your employees information over the phone on general health issues and advice on a wide variety of medical matters. We can give your employees information on all health services including NHS Dentists.

Health and medical information is provided by qualified nurses 9am-5pm, Monday to Friday, excluding public and bank holidays. If *you* call outside these times, a message will be taken and a return call arranged within the operating hours.

Business Assistance

Call 0844 893 9022 when you require business assistance

In the event of an unforeseen emergency affecting *your* business premises which causes damage or potential danger, *we* will contact a suitable repairer or contractor and arrange assistance on *your* behalf. All costs of assistance provided are *your* responsibility.

Online law guide and document drafting

DAS Employment Manual

Visit www.das.co.uk and click on the Employment Manual icon

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit www.das.co.uk and select Employment Manual. All the sections of this web-based document can be printed off for your own use. Contact us at employmentmanual@das.co.uk with your email address, quoting your policy number and we will contact you by email to inform you of future updates to the information.

DASbusinesslaw

Visit www.dasbusinesslaw.co.uk for online legal advice and documents. When registering, please use the following code which will provide you with access to a range of free documents: DAS472301

Using www.dasbusinesslaw.co.uk you can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by you using our smart document builders. You can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help *you* keep *your business* one step ahead. Details of how to access DASbusinesslaw will be included with *your* policy documentation.

Meaning of words

Certain words in the policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section or sub-section. To help *you* identify these words in the policy *we* have printed them in *italics* throughout.

Average

If, at the time of the *damage*, the sum insured is less than the full reinstatement value of the property insured the amount *we* will pay will be reduced in proportion to the amount of the underinsurance.

Bodily Injury

Death, injury, illness or disease.

Buildings

The buildings of the *premises* shown in the schedule comprising:

- a) the salon and residential accommodation and any outbuildings used in connection with the *business* or for domestic purposes
- b) landlord's fixtures and fittings
- c) underground pipes and cables for which you are responsible.

Business

The business shown in the schedule including:

- a) the provision and management of canteen, social, sports and welfare organisations for the benefit of *your employees* and first aid, fire and ambulance services
- b) maintenance of property and premises owned or occupied by you.

Consequential Loss

The amount of loss resulting from interruption of or interference with the *business* carried on by *you* at the *premises* in consequence of the *damage* in accordance with the terms contained in No. 8 of section B.

Damage

Loss or damage.

Employee

Any of the following people working for you in connection with your business:

- a) anyone who has entered into or works under a contract of service or apprenticeship with you
- b) any labour only subcontractor or anyone employed by them
- c) any self-employed person
- d) anyone who is engaged under a Work Experience Scheme or similar scheme
- e) anyone who is hired or borrowed by you.

Excess

Where an excess is shown in the schedule, any section of this policy or any endorsement attached to the policy, the amount for which *you* will be responsible will be deducted from all claims for *damage* to material property after all other terms and conditions have been applied.

Premises

The buildings and the land within the boundaries belonging to them.

We, Us or Our (This meaning does not apply to section C)

Zurich Insurance plc.

You or Your

The person, people or the company shown in the schedule as the Insured.

Section A – buildings

Property Insured

For the purposes of this section *buildings* includes walls, gates and fences around the *buildings* and belonging to them.

Meaning of words

Words with special meanings in this section are defined on page 8.

They are: average, bodily injury, buildings, damage, employee, excess, premises, we, us, our, you, your.

The cover

What is insured

Buildings

1 The buildings are insured against damage.

What is not insured

Your attention is drawn to the Conditions and Exclusions detailed on pages 51-57 of the policy and the Special Exclusion on page 12 of the policy.

Rent

2 If the *building* is made uninhabitable by *damage* which is insured by this section, we will pay for loss of rent, until the *building* is repaired or reinstated.

The most we will pay is 15% of the sum insured on *buildings*. The work of repair or reinstatement must be done without delay.

Glass

3 Accidental breakage of fixed glass for which *you* are responsible in the premises.

The most we will pay is the cost of replacing broken glass with glass of similar quality or as otherwise recommended by the British Standard Code of Practice BS6262.

We will also pay for:

- the cost of boarding up until the broken glass is replaced
- damage to frames and framework of any description and the cost of removing or replacing any contents which may have to be removed to replace the glass.

The most we will pay is £500.

 mirrors, lettering, bending or ornamenting glass.

The most we will pay for is £1,000 for any one loss.

Breakage of cracked or scratched glass.

Damage resulting from repairs or alterations to the *premises*.

Sanitaryware

4 Accidental breakage of fixed washhand basins, sinks and other sanitaryware for which *you* are responsible in the salon *premises*.

Property Owners Liability

Any amounts which *you*, as owner of the *premises* become legally liable to pay as compensation for accidental death of or accidental personal injury to any person or accidental *damage* to material property, occurring during any Period of Insurance.

Your legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises which have been disposed of by you. Provided that you have no other more specific insurance in force.

The most we will pay for all claims made for any one occurrence or all occurrences of a series arising out of one original cause is £2,000,000. We will also pay legal costs awarded to any claimant or incurred in defending any claim that is contested with our consent.

What is not insured

Damage resulting from repairs or alterations to the *premises*.

Any liability:

- arising from an agreement which imposes a liability which you would not otherwise have been under
- arising from the occupation of the *premises*
- for *damage* to property owned or held in trust by *you* or *your* custody or control
- for bodily injury or disease sustained by any employee
- for the cost of remedying any defect or alleged defect in the *premises*.

Settling claims

We will pay the full cost of repair or reinstatement of the damaged part of the buildings provided that the work is done without delay or at our option we will arrange for the work to be carried out. However, we will take off an amount for wear and tear if the buildings are in a poor state of repair or decoration.

We will not pay for repair or reinstatement to a condition better or more extensive than the condition of the *buildings* when new.

Average

The sum insured under each building is separately subject to average.

Additional costs

We will pay the necessary and reasonable expenses that *you* incur in repairing or reinstating the *buildings* following *damage* insured under this section, namely:

- fees to architects, surveyors, consulting engineers and others
- the cost of clearing the site and making it and the premises safe
- the cost of complying with any government or local authority requirement following *damage* unless *you* were given notice of the requirement before the *damage*.

We will not pay:

- fees for preparing a claim under this section
- for the cost of undamaged parts of the buildings (except the foundations of the damaged parts)
- the cost of work stipulated in any notice already served upon you
- for costs or expenses incurred in removing debris other than from the *premises* and the area immediately adjacent
- for costs or expenses arising from pollution or contamination of property not insured by this policy.

Limits

The most we will pay for damage to the buildings, including additional costs, is the sum insured under section A.

Automatic reinstatement of the sum insured

We will automatically reinstate the sum insured upon notification of a claim to us unless we give you written notice to the contrary.

Provided that you:

- pay the appropriate additional premium
- take immediate steps to carry out any amendments in the protection of the *premises* that we may require.

The most we will reinstate in any one Period of Insurance is the sum insured.

Index-linking

(This will only apply if shown in the schedule)

We will automatically adjust the sum insured in line with changes in suitable indices of cost. This adjustment will continue after any insured *damage* if the repairs or reinstatement are done without delay.

We will not charge any extra premium during the Period of Insurance but at the end of the period we will work out the renewal premium on the revised sum insured.

Selling your buildings

If you are selling your buildings we will insure the buyer up to the date the contract is completed unless he has arranged his own insurance. The buyer must keep to the terms and conditions of the policy.

Excess

The excesses applicable under this section are shown in the schedule attached to the policy.

Special Exclusion applying to Section A

Damage caused by pollution or contamination is not insured except (unless otherwise excluded) damage to the property insured caused by:

- pollution or contamination which itself results from fire, lightning, explosion, aircraft or other
 aerial 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, bursting overflowing discharging or leaking of water tanks
 apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal
- any of the perils listed above which itself results from pollution or contamination.

Your attention is drawn to the Conditions and Exclusions detailed on pages 51-57 of the policy.

Section B – salon contents

Meaning of Words

Contents

Salon contents including:

- stock in trade and goods in trust
- trade fixtures and fittings
- the shop front and, if fixed to the buildings, any external signs, fitments and blinds
- telephone and fax installations, gas or electricity meters
- business books for their value as stationery plus the cost of clerical labour to reproduce them
- computer systems records for the cost of the materials and of clerical labour and computer time in reproducing them. The most we will pay is £10,000
- your personal belongings or those of your employees, directors or visitors. The most we will pay is £500 any one person
- tenants improvements and decorations

all contained in the *buildings* and belonging to *you* or for which *you* are responsible.

The following property is not included as *contents*:

- glass except as provided for elsewhere in this section
- your personal belongings or those of your employees, directors or visitors, comprising jewellery and furs and property insured more specifically
- landlord's fixtures and fittings
- motor vehicles, watercraft, aircraft and their accessories
- livestock
- deeds, bonds, bills of exchange, promissory notes, securities, medals, coins or stamps forming part of a collection
- cash, cheques, stamps or banknotes except as provided for elsewhere in this section
- any cost in connection with producing information to be recorded in documents, manuscripts, business books or computer systems records
- explosives
- property more specifically insured.

Other words with special meanings in this section are defined on page 8.

They are: average, bodily injury, buildings, business, damage, employee, excess, premises, us, our, we, you, your.

The cover

What is insured

Contents

- 1 Damage
 - to the contents
 - to the *buildings* by theft or attempted theft for which *you* are responsible.

What is not insured

Your attention is drawn to the Conditions and Exclusions detailed on pages 51-57 and the Special Exclusion on page 22 of the policy.

Additional costs

Property Temporarily Removed and at Exhibitions

We will pay for damage as insured by this section to contents belonging to you or for which you are responsible whilst temporarily removed from the premises or at exhibitions. Provided that the contents remain within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

We will not pay for your personal belongings or those of your employees, directors or visitors.

The most we will pay for any one item of contents is £1,000 and £2,500 in total.

Theft of Keys

We will pay for the necessary replacement of locks following the loss of keys to the *buildings* or to any safe or strongroom in the *buildings* arising from:

- theft from the buildings or the home of any employee or director
- robbery whilst such keys are in the personal custody of you or your employees.

Provided that if the keys are to a safe, they are not left in the buildings overnight.

The most we will pay is £1,000.

Loss of Metered Water

We will pay for excess water charges demanded from *you* by the water supply authority following loss of metered water as a result of *damage* insured by this section to fixed water pipes, tanks and apparatus.

The most we will pay is £2,500.

Trace and Access

In the event of *damage* as insured by this section caused by the escape of water from fixed water apparatus or the leakage of fuel oil used solely for domestic purposes we will also pay for:

- costs and expenses incurred in locating the source of the damage
- costs and expenses incurred in repairing any damage caused in locating the source of the damage.

The most we will pay is £2,500.

Debris Removal Costs

We will pay for costs and expenses incurred for removing debris of the *contents* following *damage* which is insured by this section.

We will not pay for:

- costs or expenses incurred in removing debris other than from the *premises* and the area immediately adjacent
- costs or expenses arising from pollution or contamination of property not insured by this policy.

Settling claims

In the event of damage which is insured by this section to the property insured:

- for *contents* other than stock in trade and goods in trust *we* will pay the full cost of repair or reinstatement of the property to a condition equal to but not better than its condition when new, provided that the cost is incurred
- for stock in trade and goods in trust we will indemnify you either by payment, repair or at our option, reinstatement.

Average

The sum insured by this section is subject to average.

Limits

The most we will pay under any item is the sum insured applicable to that item.

Automatic reinstatement of the sum insured

We will automatically reinstate the sum insured upon notification of a claim to us unless we give written notice to the contrary.

Provided that:

- you pay the appropriate additional premium
- you take immediate steps to carry out any amendments in the protection of the *premises* that we may require.

The most we will reinstate in any one Period of Insurance is the sum insured.

Index-linking

(This will only apply if shown in the schedule)

We will automatically adjust the sums insured under section B in line with changes in suitable indices of cost.

These adjustments will continue after any insured *damage* if the repairs or reinstatement are done without delay.

We will not charge any extra premium during the *Period of Insurance*, but at the end of the period we will work out the renewal premium on the revised sums insured.

Excess

The excess applicable under this section is shown in the schedule attached to the policy.

Additional cover

Glass

2 Accidental breakage of fixed glass for which *you* are responsible in the salon *premises*.

The most we will pay is the cost of replacing broken glass with glass of similar quality or as otherwise recommended by the British Standard Code of Practice BS6262.

We will also pay for:

- the cost of boarding up until the broken glass is replaced
- damage to the contents caused by breakage of glass in the shop front
- damage to frames and framework of any description and the cost of removing or replacing any contents which may have to be removed to replace the glass.

The most we will pay is £500.

 mirrors, lettering, bending or ornamenting glass.

The most we will pay is £1,000 any one loss.

Sanitaryware

3 Accidental breakage of fixed washhand basins, sinks and other sanitaryware for which *you* are responsible in the salon *premises*.

Seasonal Increase

- The sum insured on *contents* insured by this section will be automatically increased each year by 30%:
 - during November and December
 - for 30 days before Easter Day
 - or for any other three month period to which we agree in writing.

What is not insured

Breakage of cracked or scratched glass.

Damage resulting from repairs or alterations to the *premises*.

Damage resulting from repairs or alterations to the *premises*.

Goods in Transit

5 We will pay for damage as insured by this section to goods in transit in the course of collection and delivery anywhere in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland by you or your employees.

The most we will pay is £2,500.

What is not insured

Money

6 Meaning of words

Money

Cash, bank and currency notes, postal orders, cheques, banker's drafts, bills of exchange, unused units in postage stamp franking machines, postage stamps, revenue stamps, National Savings certificates, National Insurance stamps, stamped or franked National Insurance cards, Holiday-with-Pay stamps, Premium Savings bonds, luncheon vouchers, trading stamps, credit card sales vouchers, consumer redemption vouchers and gift tokens accepted by *you* and VAT purchase invoices, all pertaining to the *business* and belonging to *you* or for which *you* are responsible.

Business Hours

Any time when you or any of your employees or directors with responsibility for money are in the business portion of your premises for the purpose of your business.

What is insured

Physical damage to:

- money
- safes or strongrooms which normally contain money caused by theft or attempted theft

within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.

Provided that:

- a) whenever the salon is unattended any safe containing money is securely locked and all keys to that safe are removed from the premises or kept on your person or that of one of your employees
- b) you keep a complete record of money in transit and on your premises and deposit that record in a secure place other than a safe or strongroom containing money

What is not insured

Loss from any unattended road vehicle.

Damage caused by or due to:

- the dishonest acts of any *employee* not discovered within 14 days of the occurrence
- clerical or accounting errors.

What is not insured

- c) where money in transit insured by item i) exceeds:
 - £2,000 it must be accompanied by at least two able bodied adults
 - £4,000 it must be accompanied by at least three able bodied adults.

The most we will pay is listed as follows:

For money in the form of crossed cheques, postal orders, crossed banker's drafts, credit card sales vouchers, Premium Savings bonds, National Savings certificates, unused units in postage stamp franking machines, stamped or franked National Insurance cards and VAT purchase invoices

£250,000

For <i>money</i> in any other form:	
i) in transit by you or your employees	£7,500
ii) in transit by post (but no more than £5 per packet while in transit by unregistered post)	£1,000
iii) in any bank night safe	£7,500
iv) in your premises during business hours	£7,500
v) in your premises outside business hours in a locked safe or strongroom	£2,500
vi) in your premises outside business hours not in a locked safe or strongroom	£250
vii) in your home or that of any authorised employee	£500
viii) elsewhere	NIL

Malicious Attack

7 We will pay the sum or sums set out in the Table of Benefits shown below if you or any employee sustain bodily injury by violent, external and visible means as a result of malicious attack by anyone stealing or attempting to steal money or contents.

Provided that:

- you or any employee are engaged on your business at the time of the attack
- the money or contents are insured under the policy
- under benefit E we will not pay the benefit for more than 104 weeks
- we will only pay a benefit if death or disablement occurs within twelve months of the date of injury
- if we are satisfied that disability under benefit E is permanent, benefit D shall become payable when benefit E is exhausted. Except for this, we will not pay more than one benefit for the same accident
- we will not pay for more than one benefit for the same period of time
- no benefit shall be paid until its entire amount has been agreed.

Table of benefits

If physical injury is the only and direct cause of:

A Death	£10,000
B Permanent total loss of one or more limbs	£10,000
C Permanent total loss of all sight of one or both eyes	£10,000
D Permanent total inability to attend to any occupation or business	£10,000
E Temporary total inability to attend to the usual occupation or business	Normal weekly wage or salary up to £100

In the event of damage to:

- your clothing or personal belongings or those of any employee
- any case, bag or waistcoat used for carrying *money*

as a result of malicious attack by anyone stealing or attempting to steal *money* or *contents*, we will pay for that loss. The most we will pay for any one person is £500.

Business Interruption and Book Debts

8 Meaning of words

Income

The money paid or payable to *you* in the course of *your business* at the salon *premises* for goods sold or delivered and services provided less the purchase cost of the goods.

Indemnity period

The period during which the results of the business are affected as a result of damage.

The maximum period for which we will pay will not exceed:

- 3 months in respect of a *Notifiable disease*, or arising from murder or suicide at the *premises*
- 24 months in respect of any other claim under this section of the policy.

Notifiable disease

Illness sustained by any person resulting from:

food or drink poisoning

Leptospirosis

• one of the following specified human infectious or human contagious diseases:

_	Acute encephalitis	_	Malaria	_	Smallpox
_	Acute poliomyelitis	_	Measles	_	Tetanus
_	Bubonic Plague	_	Meningitis	_	Tuberculosis
_	Anthrax	_	Meningococcal Infection	_	Typhoid fever
_	Cholera	_	Mumps	_	Typhus fever
_	Diphtheria	_	Ophthalmia neonatorum	_	Viral hepatitis
_	Dysentery	_	Paratyphoid fever	_	Viral haemorrhagic
_	Legionellosis	_	Rabies	_	Whooping cough
_	Legionnaires Disease	_	Relapsing fever	_	Yellow fever
_	Leprosy	_	Rubella		

an outbreak of which the competent local authority has stipulated shall be notified to them.

Scarlet fever

Outstanding debit balances

The amounts debited or invoiced to customers as set out in *your* accounts but not paid at the time of the *damage* adjusted for bad debts and any abnormal trading conditions which had or could have had material effect on *your business*.

Professional accountants' charges

The reasonable charges payable by *you* to *your* professional accountant for producing details that *we* require for any claim.

Business Interruption

The cover

We will pay for the loss of *income* occurring during the *indemnity period*, as a result of interruption or interference with the *business* caused by *damage* to:

- the contents or glass insured under this section
- the buildings of the premises shown in the schedule

provided that at the time of the *damage* there shall be an insurance in force covering *your* interest in the property at the *premises* against *damage* and that payment shall have been made or liability admitted under that insurance

 property in the vicinity of the premises which prevents or hinders the use of the premises or access to them.

We will pay:

- the difference between the *income you* would have received during the *indemnity period* if there had been no *damage* and the *income you* actually received during that period
- extra expenses that *you* necessarily and reasonably incur in order to minimise the interruption or interference with the *business* during the *indemnity period*. Provided that the expenses incurred are not more than the reduction in *income* which would otherwise have been incurred
- professional accountants' charges.

We will take into account in calculating the payment:

- any savings during the *indemnity period* from business expenses payable out of *income* which stop or are reduced as a result of the *damage*
- any income you earn from conducting the business elsewhere during the indemnity period.

The definition of damage includes:

- **1** a) any occurrence of a *notifiable disease* at the *Premises* or attributable to food or drink supplied from the *Premises*
 - b) any discovery of an organism at the *Premises* likely to result in the occurrence of a *notifiable disease*
 - c) the discovery of vermin or pests at the *Premises* which causes restrictions on the use of the *Premises* on the order or advice of the competent local authority
 - d) any accident causing defects in the drains or other sanitary arrangements at the *Premises* which causes restrictions on the use of the *Premises* on the order or advice of the competent local authority
 - e) any occurrence of murder or suicide at the Premises

Provided that the beginning of the indemnity period will be:

- i) in the case of a) b) and e), when the incident happens or is discovered
- ii) in the case of c) and d), the date when the restrictions on the *premises* are applied.

For the period specified in the indemnity period.

We will not pay for:

- loss arising from restrictions on the use of the *Premises* in consequence of an emergency prohibition notice or emergency prohibition order being served against you or the manager of the *Premises* in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications or re-enactment
- any costs incurred in the cleaning, repair, replacement, recall or checking of property.

Supplementary Conditions

- We shall only be liable for the loss arising at those *Premises* which are directly affected by the occurrence, discovery or accident.
- You comply with all issues identified as Contraventions arising from a Food Premises Inspection Report within the timescales stated in such report.
- You notify us immediately of any prohibition notice, emergency prohibition notice or emergency prohibition order served against you or the manager of the *Premises* in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications or re-enactment.
- 2 damage at any suppliers' premises within the United Kingdom.
- **3** the accidental failure of the public supply of electricity, gas or water at the terminal point of the supply authorities feed to the *premises*. We will not pay for any loss arising from the deliberate act of the supply authority.
- 4 the accidental failure of the telecommunications systems serving the *premises* (other than satellite services) at the incoming line terminals or receivers at the *premises* but excluding any failure of less than four consecutive hours duration. We will not pay for any loss arising from the deliberate acts of service providers.
- **5** *damage* to *contents* whilst in transit in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland.

Book Debts

If your books of account or other business books or records at the premises or whilst temporarily removed from the premises and within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland including whilst in the post, suffer damage which is insured by this policy and as a direct result of the damage you are unable to trace outstanding debit balances due to you we will pay you:

- a) the difference between *outstanding debit balances* and the total of the amounts received or traced
- b) additional expenses incurred by *you* with *our* consent in tracing and establishing *outstanding* debit balances
- c) professional accountants' charges.

Limit

The most we will pay for loss of *income* and Book Debts for any claim or claims arising from any one occurrence is £1,000,000 except for 2 - damage at suppliers' premises, where the most we will pay is £10,000 and 4 - failure of telephone system, where the most we will pay is £2,500.

Special conditions applying to section B - no. 8 - Business Interruption and Book Debts

- 1 We will not pay if the *business* is permanently discontinued, wound up or carried on by a liquidator or receiver, unless we have agreed to do so.
- 2 You must keep your books of account and other business books and records containing customers accounts in fire resisting safes or fire resisting cabinets of at least two hours fire resistance or store such records elsewhere than at the *premises*.

Special condition applying to section B (other than no's. 8 – Business Interruption and Book Debts, 10 & 11 – Employers' & Public and Products Liability)

Damage caused by pollution or contamination is not insured except (unless otherwise excluded) damage to the property insured caused by:

- pollution or contamination which itself results from fire, lightning, explosion, aircraft or other
 aerial 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 bursting overflowing discharging or leaking of water tanks apparatus
 or pipes, sprinkler leakage or impact by any road vehicle or animal
- any of the perils listed above which itself results from pollution or contamination.

Special Exclusion applying to section B (other than no. 8 – Business Interruption and Book Debts)

Damage caused by pollution or contamination is not insured except (unless otherwise excluded) damage to an any property used by you at the premises for the purpose of the business caused by:

- pollution or contamination which itself results from fire, lightning, explosion, aircraft or other
 aerial 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, bursting overflowing discharging or leaking of water tanks
 apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal
- any of the perils listed above which itself results from pollution or contamination.

What is insured

Employers' Liability

9 Your legal liability for bodily injury sustained by any employee which arises out of and in the course of his employment by you in connection with your business.

We will pay:

- all sums you become legally liable to pay for any claim for damages settled or defended with our consent
- claimant's costs and expenses
- all costs and expenses you incur with our consent in defending any claim for damages.

Provided that the *bodily injury* or disease is caused:

- · during any Period of Insurance
- within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands or to employees employed in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and temporarily engaged elsewhere.

What is not insured

Any liability:

- for bodily injury sustained by any employee:
 - i) on any offshore installation or support or accommodation vessel for any offshore installation or
 - ii) in transit to or from or between any offshore installation or support or accommodation vessel.
- for which compulsory motor insurance or security is required under either of the following:
 - the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992
 - ii) the Road Traffic Act (Northern Ireland)
 Order 1981 as amended by the Motor
 Vehicles (Compulsory Insurance)
 Regulations (Northern Ireland) 1993

or any other Compulsory Road Traffic Legislation.

Limit of Liability

The most we will pay other than any limit otherwise stated is £10,000,000 for any one claim against you or by you or series of claims against you or by you arising out of one cause.

The most we will pay under this Policy in respect of any one claim against you or by you or series of claims against you or by you arising directly or indirectly from TERRORISM shall be £5,000,000.

For the purpose of this section of the policy only, TERRORISM means:

- a) any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
 - 1) involves violence against one or more persons; or
 - 2) involves damage to property; or
 - 3) endangers life other than that of the person committing the action; or
 - 4) creates a risk to health or safety of the public or a section of the public; or
 - 5) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against, or responding to any act, or preparation in respect of action, or threat of action described in (a) above.

The amount shall be inclusive of:

- i) all legal costs and other expenses incurred by any claimant or claimants
- ii) all legal costs and other expenses incurred in defending any claim or claims.

Where we agree to indemnify more than one party then nothing in this Policy shall increase our liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.

What is not insured

Unsatisfied Court Judgements

Extensions to the Employers' Liability cover

If any *employee* or his personal representatives obtains a judgement for damages for *bodily injury* against any Company or individual operating from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and that judgement remains unpaid for more than six months *we* will pay to the *employee* or his personal representatives, at *your* request, the amount of any unpaid damages and awarded costs.

Provided that:

- the bodily injury:
 - i) is caused during the Period of Insurance
 - ii) arises out of and in the course of their employment in *your business*
- there is no appeal outstanding
- if any payment is made under this extension the *employee* or his personal representatives shall assign the judgement to *us*.

Court Attendance Expenses

We will pay you the rates shown below if any of these people are required to attend court as a witness at our request, in connection with a claim for which insurance is provided under this section:

i) *you* or *your* partner or any director

£250 per day

ii) any employee

£100 per day

All the extensions to the Employers' Liability cover are subject to the following:

- we shall not be liable unless we have the sole conduct and control of all claims
- they shall not apply to any liability which is insured under any other policy
- the most we will pay will not increase and we will not pay more than stated
- the terms, exclusions and conditions of the policy.

What is insured

Public and Products Liability

- **10** All sums which *you* shall become legally liable to pay as compensation for:
 - accidental bodily injury to any person
 - accidental loss of or accidental damage to material property
 - accidental obstruction, accidental trespass, accidental nuisance or accidental interference with pedestrian, road, rail, air or waterborne traffic
 - charges of wrongful arrest or malicious prosecution being brought against you arising out of any allegation of shoplifting or other improper conduct at your premises by any person other than an employee

occurring during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with the *business* or arising out of goods or commodities sold, supplied, repaired or serviced in connection with the *business*.

What is not insured

Any liability:

- from accidental bodily injury sustained by any employee or director in the course of his employment by you in connection with the business
- arising from professional advice given by you for a fee or in circumstances where a fee would normally be charged
- arising out of treatment or the dispensing of medicines or drugs
- which arises from ownership of the premises
- for the cost of repairing, replacing, reinstating, rectifying, recalling or guaranteeing the performance of any goods sold, supplied, repaired or serviced in connection with the business
- for damage to property which belongs to you or is held in trust by you or borrowed, rented, leased, or hired for use by you.

This shall not apply to:

- personal property (including vehicles and contents) of *your* visitors, directors or *employees*
- buildings or their contents temporarily occupied by *you* for the purpose of carrying out work
- iii) premises rented, hired, leased or lent to you unless the liability attaches solely because of a contract or agreement
- for damage to that part of any property upon which you or your servant or agent has been working, where the damage is a direct result of such work
- for liquidated damages, or fines or penalties which attach solely because of a contract or agreement

What is not insured

What is not insured

- arising from the ownership, possession or use of any mechanically propelled vehicle or mobile plant by you or on your behalf:
 - i) which is licensed for road use
 - ii) for which compulsory motor insurance or security is required
 - iii) which is more specifically insured.

This shall not apply to the loading and unloading of mechanically propelled vehicles or mobile plant unless more specifically insured

- arising from the ownership, possession or use by *you* or on *your* behalf of:
 - i) craft designed to travel through air or space
 - ii) hovercraft or watercraft other than barges, motor launches and non powered craft used on inland waterways.

Limit of Liability

The most we will pay, unless otherwise stated, for all claims made for any one accident or series of accidents occurring in connection with any one event is £2,000,000. For claims arising from commodities or goods sold, supplied, repaired or serviced by you or on your behalf, the most we will pay for any one period of insurance is £2,000,000. We will also pay legal costs awarded to any claimant or incurred in defending any claim that is contested with our consent.

Hairdressers and Beauticians Treatment

Extensions to the Public Liability cover

The Public Liability cover provided by this Policy includes *your* legal liability arising from treatments and facilities provided by *you* in connection with the *business*.

Provided that:

- any item designed to pierce the skin while in use be new or sterilised before use
- for electrolysis, laser hair removal, machine assisted massage and skin restoration the equipment is
 - a) only operated by a suitably trained person
 - b) used for the purpose it was designed in accordance with the manufacturers instruction
 - c) inspected at least annually by a qualified person and any defects are remedied before further use
- for electro-mechanical slimming treatments, sauna, turkish bath and hydro massage facilities solaria and sunbeds
 - a) there is regular supervision by a trained person who remains on the *premises* while the equipment is in use
 - b) instruction is given to customers as to the safe method of use of the equipment including suitable warnings as to potential health risks
 - all electrically operated equipment is inspected at least annually by a qualified electrical engineer and any defects are remedied before further use
- for sauna, turkish bath and hydro-massage facilities all floors subject to damp or wet conditions have non slip surfaces.

What is not insured

Any Liability:

- for the cost of repairing, removing, replacing, rectifying, making good, recalling, or altering, any products sold or supplied by you
- for refunds in respect of any treatments given or facilities provided by *you*.

Non-manual work abroad

This insurance applies anywhere in the world where *your* directors, *employees* or partners are on temporary visits on *your business* for the purpose of non-manual work. Provided that they are normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Personal Liability during visits abroad

The personal liability of:

- you
- any employee or director
- the family of any employee or director while accompanying such a person during temporary visits anywhere in the world in connection with your business.

Provided that such people shall keep to the terms, exclusions and conditions of this policy as they apply to the Public Liability cover.

What is not insured

Any liability:

- arising from any contract or agreement which imposes a liability that you would not otherwise have been under
- arising from the ownership or occupation of any land or buildings
- arising from the carrying on of any trade or profession
- arising from the ownership, possession or use of:
 - i) firearms other than sporting guns
 - ii) mechanically propelled vehicles
 - iii) craft designed to travel through air and space
 - iv) hovercraft or watercraft
 - v) animals of dangerous species
- arising from damage to property owned or held in trust by:
 - i) you
 - ii) any employee or director
 - iii) the family of any employee or director
- for accidental bodily injury contracted by:
 - i) you
 - ii) any employee or director
 - iii) the family of any employee or director.

Cross Liabilities

Where this policy is in the joint names of more than one party we will deal with any claim as though a separate policy had been issued to each of them.

Motor Contingent Liability

All sums which *you* and *you* alone shall become legally liable to pay as compensation for:

- accidental bodily injury contracted by any person
- accidental damage to material property arising out of the use of any motor vehicle being used in connection with your business.

What is not insured

Any liability:

- arising from the use of a motor vehicle which *you* own or provide
- arising from a motor vehicle driven by you
- for any damage to the vehicles or goods carried in them
- arising while the vehicle is being driven by any person who, to your knowledge, does not hold a driving licence unless that person has held one and is not disqualified from holding one
- arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- attaching to any person other than you.

Environmental Clean Up Costs

Meaning of words

Clean Up Costs

- a) Testing for or monitoring of *Pollution or Contamination*
- b) the costs of *remediation* required by any *Enforcing Authority* to a standard reasonably achievable by the methods available at the time that such *remediation* commences.

Remediation

Remedying the effects of *Pollution or Contamination* including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the territorial limits.

Pollution or Contamination

- a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all loss or damage or personal injury directly or indirectly caused by such pollution or contamination.

What is insured

All sums insured which *you* shall become legally liable to pay as compensation for *Clean Up Costs* arising from environmental damage caused by *Pollution or Contamination* where such liability arises under an environmental directive, statute or statutory instrument.

What is not insured

Any liability:

 in respect of Clean Up Costs for damage to your land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the your care, custody or control

Provided that:

- a) liability arises from *Pollution or Contamination* caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All *Pollution or Contamination* which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) our liability under this Extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum we will pay inclusive of all costs and expenses.
- immediate loss prevention or salvage action is taken and the appropriate authorities are notified

What is not insured

- for damage connected with pre-existing contaminated property
- for damage caused by a succession of several events where such individual event would not warrant immediate action
- in respect of removal of any risk of an adverse effect on human health on your land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in your care, custody or control
- in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
- in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being *Pollution or Contamination* caused by a sudden, identifiable, unintended and unexpected incident
- for damage resulting from an alteration to subterranean stores of groundwater or to flow patterns
- in respect of costs for the reinstatement or reintroduction of flora or fauna
- for damage caused deliberately or intentionally by you or where you have knowingly deviated from environmental protection rulings or where you have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which you are responsible
- in respect of fines or penalties of any kind

What is not insured

- for damage caused by the ownership or operation on behalf of you of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
- for damage which is covered by a more specific insurance policy
- for damage caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
- for damage caused by disease in animals belonging to or kept or sold by you.

Consumer Protection Act 1987

We will, at your request, pay all legal expenses or fees reasonably incurred in defending any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 including costs and expenses incurred with our consent in an appeal against conviction.

Provided that:

- the alleged breach occurs during the Period of Insurance
- the criminal proceedings relate to an offence committed in the course of your business
- the proceedings are brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- we have sole conduct and control of all claims
- you or any employee shall tell us immediately if any summons or other process is served upon you or any employee and of any event that may give rise to proceedings against such people.

The most we will pay is £25,000.

Legal fees or expenses where you or your employee are insured by another policy.

Legal fees or expenses where proceedings are for any deliberate or intentional criminal act or omission by *you* or any *employee*.

Legal costs and expenses which you or any employee may be ordered to pay by a court of criminal jurisdiction for any deliberate or intentional criminal act or omission of you or any employee.

Fines or penalties.

The cost of any investigation or enquiry other than a solicitor's investigation restricted to criminal proceedings as defined in this sub-section.

Special condition applying to no. 10 of section B – Public and Products Liability

Liability arising from Pollution or Contamination is not insured unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

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

The most we will pay for all claims arising from Pollution or Contamination which is deemed to have occurred during the Period of Insurance is £2,000,000. Provided that the most we will pay will not increase and we will not pay more than the limit stated under No. 10 of section B.

For the purpose of this condition 'Pollution or Contamination' shall mean:

- i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- ii) all damage or personal injury directly or indirectly caused by such Pollution or Contamination.

All the extensions to the Public and Products Liability cover are subject to the following:

- we shall not be liable unless we have the sole conduct and control of all claims
- they shall not apply to any liability which is insured under any other policy
- the most we will pay will not increase and we will not pay more than stated
- the terms, exclusions and conditions of the policy.

What is insured

What is not insured

Solicitors' Fees

Extensions to the Employers' Liability and Public and Products Liability Cover

We will pay Solicitors' fees incurred with our consent for:

- representation at any Coroner's Inquest or Fatal Enquiry in respect of any death
- ii) defending in any Court of Summary
 Jurisdiction any proceedings in respect of
 any act or omission causing or relating to
 any event

which may be the subject of indemnity under this section.

Indemnity to Directors and Employees

If the following people have a claim made against them for which *you* would be insured by this section, *we* will pay for any amounts for which they are legally liable:

- any employee or director
- any officer, member or employee of your social, sports or welfare organisations or first aid or medical arrangements (but excluding medical practitioners) fire or ambulance services.

Provided that:

- you request us to do so
- such people shall keep to the terms, exclusions and conditions of this policy.

Health and Safety at Work Act 1974

We will pay, at your request, all legal fees and expenses incurred in the defence of any criminal proceedings brought against you or one of your employees or directors for a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 including legal costs and expenses incurred with our consent in an appeal against conviction.

Provided that the breach was committed or alleged to have been committed during the Period of Insurance.

What is not insured

Proceedings brought outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

This extension shall not apply:

- i) where proceedings relate to any deliberate or intentional act or omission
- ii) to fines or penalties of any kind.

Corporate Manslaughter and Corporate Homicide Act 2007 We will indemnify you against costs and expenses incurred with our prior written consent in the defence of any criminal proceedings arising from an alleged breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the business including any appeal against conviction arising from such proceedings.

What is not insured

Proceedings brought outside the *territorial limits*.

This extension shall not apply:

- a) where proceedings relate to any deliberate or intentional act or omission
- b) to fines or penalties of any kind.

The defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work Act 1974 or any regulations made thereunder.

Defence costs available from any other source or provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance.

Provided that:

- *our* liability under this extension will not exceed £5,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of liability
- we must consent in writing to the appointment of any solicitor or counsel who are to act for and on your behalf
- you will give us immediate notice of any summons or other process served upon you which may give rise to proceedings under this extension
- in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- where we have already indemnified you in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another extension of the policy the amount paid under that extension will be taken into account in arriving at our liability payable under this extension.

What is not insured

Private Work

Private work carried out by any *employee* for *you* or any of *your* directors.

All these extensions to the Employers' Liability and Public Liability and Products Liability cover are subject to the following:

- we shall not be liable unless we have the sole conduct and control of all claims
- they shall not apply to any liability which is insured under any other policy
- the most we will pay will not increase and we will not pay more than stated
- the terms, exclusions and conditions of the policy.

What is insured

What is not insured

Tenant's Liability

(This does not apply if *you* are the owner of the *buildings*).

Your legal liability as tenant for:

- damage to the buildings or to landlord's fixtures and fittings directly caused by any of the events insured by section B
- the cost of repairing accidental damage to underground pipes, drains and cables on the premises or connecting them to the public mains.

The most we will pay is 10% of the *contents* sum insured.

Your attention is drawn to the Conditions and Exclusions detailed on pages 51-57 of the policy.

Section C – legal expenses

This section is only operative if stated in the schedule.

Cover under this section is underwritten by DAS Legal Expenses Insurance Company Limited. Head and Registered Office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH England. Registered in England and Wales, number 103274

Important Note

Please do not ask for help from a solicitor or accountant before this has been agreed by *us*. Costs incurred before agreement and approval by *us* will not be paid.

Special definitions

Appointed representative

The *preferred law firm or tax consultancy*, law firm, accountant or other suitably qualified person we will appoint to act on the *insured person's* behalf.

Aspect enquiry

An examination by HM Revenue & Customs which considers one or more specific aspects of *your* self assessment and/or corporation tax return.

Costs and expenses

- a) All reasonable and necessary costs chargeable by the *appointed representative* and agreed by *us* in accordance with the *DAS standard terms of appointment*.
- b) The costs incurred by opponents in civil cases if the *insured person* has been ordered to pay them or the *insured person* pays them with *our* agreement.

Countries covered

- a) For insured incidents Legal defence (excluding 5. Statutory notice appeals) and Personal injury:
 - The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- For all other insured incidents:
 The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands.

Cross tax enquiry

A full enquiry which includes a review of Value Added Tax and/or Employer compliance.

DAS standard terms of appointment

The terms and conditions including the amount we will pay to an appointed representative that apply to the relevant type of claim which could include a conditional fee agreement (no win, no fee).

Date of occurrence

- a) For civil cases other than under insured incident Tax protection the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause the date of occurrence is the date of the first of these events. (This is the date the event happened which may be before the date you or an insured person first became aware of it.)
- b) For criminal cases the date the *insured person* began or is alleged to have begun to break the law.

- c) For insured incident Statutory licence appeal the date when you first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel your licence, mandatory registration or British Standard Certificate of Registration.
- d) For insured incident Tax protection the date when HM Revenue & Customs or the relevant authority first notifies *you* of its intention to carry out an enquiry. For *VAT disputes* or *employer compliance disputes* the date the dispute arises during the *period of insurance*.
- e) For insured incident Legal defence 5 Statutory notice appeals the date when the *insured* person is issued with the relevant notice and has the right to appeal.

Employer compliance dispute

A dispute with HM Revenue & Customs concerning *your* compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

Full enquiry

An extensive examination by HM Revenue & Customs which considers all aspects of *your* tax affairs and includes a request to examine all *your* books and records. Excludes an examination limited to one or more specific aspects of *your* self assessment and/or corporation tax return. Please refer to the definition for *aspect enquiry*.

Insured person

You and the directors, partners, managers, employees and any other individuals declared to *us* by *you*.

Period of insurance

The period for which we have agreed to cover the insured person.

Preferred law firm or tax consultancy

A law firm, barristers' chambers or tax expert we choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the *insured person's* claim and must comply with *our* agreed service standard levels which we audit regularly. They are appointed according to the *DAS standard terms of appointment*.

Reasonable prospects

- a) For civil cases the prospects that the insured person will:
 - i) recover losses or damages or a reduction in tax or National Insurance liabilities
 - ii) obtain any other legal remedy that we have agreed to, including an enforcement of judgment
 - iii) make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%.
 - We or a preferred law firm or tax consultancy on our behalf will assess whether there are reasonable prospects.
- b) For criminal cases there is no requirement for there to be prospects of a successful outcome. However for appeals the prospects must be at least 51%.

VAT dispute

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to *your* VAT affairs.

We, us or our

DAS Legal Expenses Insurance Company Limited (for the purpose of this section only).

Cover

We agree to provide the insurance described in this section for the *insured person* in respect of any insured incident arising in connection with the *business*.

Provided that:

- a) reasonable prospects exist for the duration of the claim; and
- b) the date of occurrence of the insured incident is during the period of insurance; and
- c) any legal proceedings will be dealt with by a court or other body which we agree to within the *countries covered*; and
- d) the insured incident happens within the countries covered.

We will pay an appointed representative on your behalf costs and expenses incurred following an insured incident and any compensation awards that we have agreed to.

Provided that:

- i) the most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000
- ii) the most we will pay in costs and expenses is no more than the amount we would have paid to a preferred law firm or tax consultancy
- iii) in respect of an appeal or the defence of an appeal you must tell us within the time limits allowed that you want to appeal. Before we pay the costs and expenses for appeals we must agree that reasonable prospects exist
- iv) for an enforcement of judgment to recover money and interest due to *you* after a successful claim under this section we must agree that *reasonable prospects* exist
- v) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages the most we will pay in costs and expenses is the value of the likely award
- vi) in respect of insured incident Legal defence 6. Jury service and court attendance the most we will pay is the *insured person's* net salary or wages for the time that the *insured person* is absent from work less any amount the court pays.

We will not pay:

- 1. any costs that fall outside the DAS standard terms of appointment if you decide not to use the services of a preferred law firm or tax consultancy
- 2. more than £1,000,000 in any one *period of insurance* in respect of all compensation awards payable by us
- 3. the first £500 of any contract dispute claim where the amount in dispute exceeds £5,000
- 4. more than £2,000 for claims in respect of aspect enquiries
- 5. the first £200 of costs and expenses of each and every claim in respect of aspect enquiries.

Insured incidents

Employment disputes and compensation awards

1. Employment disputes

We will pay costs and expenses to defend your legal rights:

- a) before the issue of legal proceedings in a court or tribunal following the dismissal of an employee
- b) in unfair dismissal disputes under the ACAS Arbitration Scheme
- c) in legal proceedings in respect of any dispute relating to:
 - i) a contract of employment with you
 - ii) an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.

We will not pay any claim relating to:

- 1. a dispute where the cause of action arises within the first 90 days of the start of this section
- 2. a dispute with an employee under a written or oral warning (formal or informal) within 180 days immediately before the start of this section if the *date of occurrence* was within the first 180 days of the start of this section
- 3. redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this section
- 4. damages for personal injury or damage to property
- 5. Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

2. Compensation awards

We will pay:

- a) any basic and compensatory award; and/or
- b) an order for compensation following a breach of *your* statutory duties under employment legislation

in respect of a claim we have accepted under insured incident 1.

Provided that:

- i) in cases relating to performance and/or conduct *you* have throughout the employment dispute either:
 - 1) followed the ACAS Code of Disciplinary and Grievance Procedures
 - 2) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland
 - 3) sought and followed advice from our legal advice service (Telephone 0844 893 9022)
- ii) for an order of compensation following *your* breach of statutory duty under employment legislation *you* have at all times sought and followed advice from *our* legal advice service since the date when *you* should have known about the employment dispute (Telephone 0844 893 9022)
- iii) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, *you* have sought and followed advice from *our* Claims Department prior to serving notice of redundancy (Telephone 0844 893 9022)

iv) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by *us*.

We will not pay:

- 1. any compensation award relating to:
 - a) trade union activities, trade union membership or non-membership
 - b) pregnancy or maternity rights, paternity, parental or adoption rights
 - c) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996
 - d) statutory rights in relation to trustees of occupational pension schemes
- 2. any compensation award relating to non-payment of money due under a contract of employment or a statutory provision
- 3. any award ordered because *you* have failed to provide relevant records to employees under National Minimum Wage legislation
- 4. a compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.

3. Employee civil legal defence

We will pay costs and expenses to defend the insured person's (other than your) legal rights if an event arising from their work as an employee leads to civil action being taken against them:

- a) under legislation for unlawful discrimination
- b) as trustee of a pension fund set up for the benefit of *your* employees.

Please note that we will only provide cover for an *insured person* (other than you) at your request.

4. Service occupancy

We will pay costs and expenses to pursue a dispute with an employee or ex-employee to recover possession of premises owned by or for which you are responsible.

We will not pay any claim relating to defending *your* legal rights other than defending a counter-claim.

Legal defence

At *your* request *we* will pay *costs* and *expenses* to defend the *insured person's* legal rights in the following circumstances:

1. Criminal pre-proceedings cover

prior to the issue of legal proceedings when dealing with the police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the *insured person* has or may have committed a criminal offence

2. Criminal prosecution defence

following an event which leads to the *insured person* being prosecuted in a court of criminal jurisdiction provided that we will only cover criminal investigations or prosecutions which arise in direct connection with the *business*

3. Data protection and Information Commissioner registration

- a) if civil action is taken against the *insured person* for compensation under section 13 of the Data Protection Act 1998. We will also pay any compensation award made against the *insured person* under section 13 of the Data Protection Act 1998
- b) in an appeal against the refusal of the Information Commissioner to register *your* application for registration

provided that at the time of the insured incident *you* have registered with the Information Commissioner.

4. Wrongful arrest

if civil action is taken against *you* for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the *period of insurance*.

5. Statutory notice appeals

in an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting the *business*

but excluding:

- a) an appeal against the imposition or terms of any Statutory Notice issued in connection with *your* licence, mandatory registration or British Standard Certificate of Registration
- b) a Statutory Notice issued by an insured person's regulatory or governing body.

6. Jury service and court attendance

We will pay expenses in respect of an insured person's absence from work:

- a) to perform jury service
- b) to attend any court or tribunal at the request of the appointed representative.

The maximum we will pay is the *insured person's* net salary or wages for the time that they are absent from work less any amount you, the court or tribunal have paid them.

We will not pay any claim related to prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

Provided that for claims under Legal defence relating to the Health and Safety at Work etc Act 1974 the *countries covered* will be any place where the Act applies.

Statutory licence appeal

We will represent you in an appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel your licence, mandatory registration or British Standard Certificate of Registration.

We will not cover any claim relating to:

- a) assistance with the application process either in relation to an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration
- b) the ownership, driving or use of a motor vehicle.

Property protection

We will negotiate for your legal rights in a civil dispute relating to material property which is owned by you or is your responsibility following:

- a) any event which causes damage to such material property
- b) a legal nuisance (meaning any unlawful interference with *your* use or enjoyment of *your* land, or some right over or in connection with it)
- c) a trespass

provided that *you* have established the legal ownership or right to the land that is the subject of the dispute.

We will not cover any claim relating to:

- 1. a contract you have entered into
- 2. goods in transit or goods lent or hired out
- 3. goods at premises other than those occupied by *you* unless the goods are at the premises for the purpose of installations or use in work to be carried out by *you*
- 4. mining subsidence
- 5. defending your legal rights but we will cover defending a counter-claim
- 6. a motor vehicle owned or used by or hired or leased to an *insured person* other than *damage* to motor vehicles where *you* are in the business of selling motor vehicles
- 7. the enforcement of a covenant by or against you.

Personal injury

At *your* request *we* will pay *costs* and *expenses* for an *insured person's* and their family members' legal rights following a specific or sudden accident that causes the death of or *bodily injury* to them.

We will not cover any claim relating to:

- 1. any illness or bodily injury that happens gradually
- 2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical *bodily injury*
- 3. defending an *insured person's* or their family members' legal rights other than in defending a counter-claim
- 4. clinical negligence.

Tax protection

- 1. A full enquiry or aspect enquiry.
- 2. A cross tax enquiry.
- 3. An employer compliance dispute.
- 4. A VAT dispute.

Provided that *you* have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note we will only cover tax claims which arise in direct connection with the activities of the *business*.

We will not cover any insured incident:

- 1. arising from tax avoidance schemes
- 2. caused by your failure to register for Value Added Tax or Pay As You Earn
- 3. arising from investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office
- 5. arising from import or excise duties and import VAT
- 6. arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

Exclusions applicable to section C

We will not pay for:

1. A dispute with DAS

a dispute with us not otherwise dealt with under special condition 1

2. Bankruptcy

any claim where either at the start of or during the course of a claim you:

- a) are declared bankrupt
- b) have filed a bankruptcy petition
- c) have filed a winding-up petition
- d) have made an arrangement with your creditors
- e) have entered into a deed of arrangement
- f) are in liquidation
- g part or all of your affairs or property are in the care or control of a receiver or administrator

3. Calendar date devices

any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date

4. Costs we have not agreed

 costs and $\mathit{expenses}$ incurred before our written acceptance of a claim

5. Court awards and fines

fines, penalties, compensation or damages which the *insured person* is ordered to pay by a court or other authority other than compensation awards covered under insured incidents Employment disputes and compensation awards and Legal defence

6. Defamation

any claim relating to written or verbal remarks that damage the insured person's reputation

7. Deliberate acts

any insured incident deliberately or intentionally caused by an insured person

8. Franchise or agency agreements

any claim relating to rights under a franchise or agency agreement entered into by you

9. Group or class actions

any claim where legal action resulting from one or more event arising at the same time or from the same originating cause which could lead to the court making a Group Litigation Order

10. Intellectual property rights

any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements

11. Judicial review

costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry

12. Late reported claims

any claim reported to *us* more than 180 days after the date the *insured person* should have known about the insured incident

13. Legal action we have not agreed

legal action an *insured person* takes which we or the *appointed representative* have not agreed to or where the *insured person* does anything that hinders us or the *appointed representative*

14 Litigant in person

any claim where an insured person is not represented by a law firm, barrister or tax expert

15. Nuclear, war and terrorism risks

any claim caused by, contributed to by or arising from:

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
- war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000
- d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds

16 Shareholding or partnership disputes

any claim relating to a shareholding or partnership share in the business.

Special conditions applicable to section C

1. Arbitration

If there is a disagreement between *you* and *us* about the handling of a claim and it is not resolved through *our* internal complaints procedure and you are a small *business you* can contact the Financial Ombudsman Service for help. Details available from **www.financial-ombudsman.org.uk**. Alternatively there is a separate arbitration process (this applies to all sizes of *business*). The arbitrator will be a barrister chosen jointly by *you* and *us*. If there is a disagreement over the choice of arbitrator *we* will ask the Chartered Institute of Arbitrators to decide.

2. Assessing and recovering costs

- a) An *insured person* must instruct the *appointed representative* to have *costs and expenses* taxed, assessed or audited if *we* ask for this.
- b) An *insured person* must take every step to recover *costs and expenses* and court attendance and jury service expenses that *we* have to pay and must pay *us* any amounts that are recovered.

3. Cancelling an appointed representative's appointment

If the appointed representative refuses to continue acting for an insured person with good reason or if an insured person dismisses the appointed representative without good reason the cover we provide will end at once unless we agree to appoint another appointed representative.

4. Cancelling this section

We can cancel this section at any time as long as we tell you at least 14 days beforehand.

You can cancel this section at any time as long as we are told at least 14 days beforehand.

5. Claims under this section by a third party

Apart from us only you may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.

6. Expert opinion

We may require you to obtain at your own expense an opinion from an expert that we consider appropriate on the merits of the claim or proceedings or on a legal principle. The expert must be approved in advance by us and the cost agreed in writing between you and us. Subject to this we will pay the cost of obtaining the opinion if the expert's opinion indicates that it is more likely than not that you will:

- a) recover damages
- b) obtain any other legal remedy that we have agreed to
- c) make a successful defence.

7. Fraudulent claims

We will at *our* discretion void this section (make it invalid) from its start date or from the date of claim or alleged claim or we will not pay the claim if:

- a) a claim the *insured person* has made to obtain benefit under this section is fraudulent or intentionally exaggerated
- b) a false declaration or statement is made in support of a claim.

8. Keeping to the policy terms

An insured person must:

- a) keep to the terms and conditions of this section
- b) take reasonable steps to avoid and prevent claims
- c) take reasonable steps to avoid incurring unnecessary costs
- d) send everything we ask for in writing, and
- e) report to *us* full and factual details of any claim as soon as possible and give *us* any information *we* need.

9. Law that applies

This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the *business* is registered. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

10. Offers to settle a claim

- a) An *insured person* must tell *us* if anyone offers to settle a claim and must not negotiate or agree to any settlement without *our* written consent.
- b) If an *insured person* does not accept a reasonable offer to settle a claim we may refuse to pay further *costs* and *expenses*.
- c) We may decide to pay an *insured person* the reasonable value of the claim that the *insured person* is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an *insured person* must allow *us* to take over and pursue or settle a claim in their name. An *insured person* must allow *us* to pursue at *our* own expense and for their benefit any claim for compensation against any other person and an *insured person* must give *us* all the information and help *we* need to do so.
- d) Where a settlement is made on a without-costs basis we will decide what proportion of that settlement will be regarded as costs and expenses and payable to us.

11. Other insurances

If any claim covered under this section is also covered by another policy or would have been covered if this section did not exist *we* will only pay *our* share of the claim even if the other insurer refuses the claim.

12. Your representation

- a) On receiving a claim if representation is necessary we will appoint a preferred law firm or tax consultancy or in-house lawyer as your appointed representative to deal with your claim. They will try to settle your claim by negotiation without having to go to court.
- b) If the appointed *preferred law firm or tax consultancy* or *our* in-house lawyer cannot negotiate settlement of *your* claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest then *you* may choose a law firm or tax expert to act as the *appointed representative*. We will choose the *appointed representative* to represent *you* in any proceedings where we are liable to pay a compensation award.
- c) If you choose a law firm as your appointed representative that is not a preferred law firm or tax consultancy we will give your choice of law firm the opportunity to act on the same terms as a preferred law firm or tax consultancy. However if they refuse to act on this basis the most we will pay is the amount we would have paid if they had agreed to the DAS standard terms of appointment.
- d) The *appointed representative* must co-operate with *us* at all times and must keep *us* up to date with the progress of the claim.

13. Your responsibilities

An insured person must:

- a) co-operate fully with us and the appointed representative
- b) give the appointed representative any instructions that we ask you to.

14. Withdrawing cover

If an *insured person* settles a claim or withdraws their claim without *our* agreement or does not give suitable instructions to the *appointed representative we* can withdraw cover and will be entitled to reclaim any *costs and expenses we* have paid.

Data protection

To provide and administer the legal advice service and legal expenses insurance we must process the personal data (including sensitive personal data such as convictions) that we collect from you in accordance with our Privacy Policy.

To do so, we may need to send this information to other parties, such as lawyers or other experts, the court, insurance intermediaries or insurance companies. To give you legal advice, we may have to send information outside the European Economic Area.

In doing this, we will comply with the Data Protection Act 1998. Unless required by law or by a professional body, we will not disclose personal data about an *insured person* to any other person or organisation without written consent.

For any questions or comments, or requests to see a copy of the information we hold about you, please write to the Group Data Protection Controller at our Head Office address below.

How to make a complaint

We always aim to give you a high quality service. If you think we have let you down, please write to our Customer Relations Department at our Head Office address:

DAS Legal Expenses Insurance Company Limited,

DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Registered in England and Wales, number 103274.

Or you can phone us on 0844 893 9013 or email us at customerrelations@das.co.uk

Details of our internal complaint-handling procedures are available on request.

If you are still not satisfied and are a small business you can contact the Insurance Division of the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR.

You can also contact them on: 0800 023 4567 (free from a landline) or 0300 123 9 123 (free from some mobiles).

Website: www.financial-ombudsman.org.uk

Using this service does not affect your right to take legal action.

Helping with your legal problem

If you wish to speak to our legal teams about a legal problem, please phone us on 0844 893 9022. We will ask you about your legal issue and if necessary call back to give legal advice.

Making a claim

If *your* issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone *us* on 0844 893 9022 and *we* will give *you* a reference number. At this point *we* will not be able to tell *you* whether the claim is covered or not but *we* will pass the information *you* have given *us* to *our* claims-handling teams and explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before we have agreed that you should do so. If you do we will not pay the costs involved even if we do accept the claim.

Endorsements applicable to all sections other than section C – legal expenses

(The following apply only if indicated in the schedule)

Minimum Security Standard-Level A MSSA

Damage caused by theft or attempted theft is not insured unless devices for the security of the *premises* are installed in accordance with the following Specification and all such devices are put into full and effective operation whenever the salon *premises* are closed for business or left unattended:

Specification

- 1 All external doors of the *buildings* occupied by *you* together with internal doors which give access to any part of the *buildings* not occupied by *you* must be fitted and secured with one of the following:
 - a mortice deadlock with matching boxed striking plate or a rim lock, which in either case conforms to BS3621:1980 Specification for Thief Resistant Locks
 - ii) a five (or more) lever close shackle padlock and locking bar
 - iii) in the case of aluminium or UPVC framed doors, an integral cylinder operated swingbolt mortice lock
 - iv) an alternative form of lock or locking system of at least similar quality and strength to BS3621:1980 which is approved by *us* in writing.
- 2 All outward opening external doors of the *buildings* occupied by *you* and internal doors which give access to any part of the *buildings* not occupied by *you* must be fitted and secured with hinge bolts.
- 3 All accessible opening windows, fanlights and skylights including those accessible from decks, roofs, fire escapes or downpipes must be fitted and secured with key operated window locks. This requirement does not apply to windows protected by solid steel bars, grilles, expanded metal or weld-mesh.

Note:

- Any door or window officially designated a fire exit by the Fire Authority will require consultation with the Fire Authority so that the interests of both safety and security can be met.
- ii) The above measures comprise *our* minimum security requirements. Where additional protections are required by *us*, or where *we* agree to accept alternative security measures, *we* will specifically advise *you* in writing.

Excluding Theft 0001

The following are not insured by this policy:

- a) damage or consequential loss caused by theft or attempted theft
- b) loss of *money* and physical damage to safes or strongrooms caused by theft or attempted theft
- c) No. 7 of section B Malicious Attack.

Intruder Alarm Condition 0002

Damage caused by theft or attempted theft is not insured unless:

a) the Intruder Alarm is installed in accordance with the specification or system record approved by *us* and is put into full and effective operation whenever the salon *premises* are closed for business or left unattended

Note:

We will not regard the Intruder Alarm as effective if the specification or system record provides for a telephone line, direct line or central monitoring station warning system and you have had notice of the withdrawal of the Police, telephone or central monitoring station service and such service has actually been withdrawn.

- b) the Intruder Alarm is maintained under contract by a company which is either included in the official list of recognised firms of the National Approval Council for Security Systems (NACOSS) or approved by *us*
- c) all keys of the Intruder Alarm are removed from the salon *premises* at night and whenever they are closed for business or left unattended.

Note:

Where you or one of your employees occupy part of the premises for residential purposes the keys must be removed from the business part of the premises.

Conditions and exclusions applying to the whole policy other than section C – legal expenses

General conditions

In the following conditions the word you also includes any other person insured under the policy.

- **1** The policy, insurance agreement, schedule and any endorsements should be read as if they are one document.
- **2** You will take all reasonable steps to protect the property, prevent accidents and comply with laws, bye laws or regulations and take reasonable care in the selection and supervision of *employees*.
- **3** You must tell us of any change of circumstances after the start of the insurance which increases the risk of injury or damage. You will not be insured under the policy until we have agreed in writing to accept the increased risk.
- **4** If *you* or anyone acting for *you* makes a claim under this policy knowing the claim to be false, we will not pay the claim and all cover under the policy stops.
- **5** If *you* decide *you* do not want to accept the policy, or any subsequent renewal of it, please tell *us* (or *your* insurance intermediary) within 14 days of receiving the policy or renewal notice. *We* may, at *our* discretion, charge *you* for the time *you* have been on cover, including insurance premium tax.
- **6** We have the right to cancel this policy or any section, or part of it, by giving 14 days' notice in writing by registered letter to *your* last known address.
- 7 If we admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator, the arbitrator will be appointed jointly by you and us in accordance with the law at the time. You may not take any legal action against us over the dispute before the arbitrator has reached a decision.
- **8** If *you* die *w*e will insure *your* legal personal representatives for any liability *you* had previously incurred under the policy provided that they keep to the terms of the policy.
- **9** If the policy is subject to a warranty, any breach of that warranty shall be a bar to any claim. Any breach which occurred before the *period of insurance* during which the claim occurred will not be regarded as a bar to a claim occurring in that *Period of Insurance*.
- **10** If *you* pay the premium to *us* using *our* Direct Debit instalment scheme, *we* will have the right (which *we* may choose not to exercise) to renew the policy each year and continue to collect premiums using this method. We may vary the terms of the policy (including the premium) at renewal. If *you* decide that *you* do not want *us* to renew the policy, provided *you* tell *us* (or *your* insurance intermediary) before the next renewal date, *we* will not renew it.
- 11 Where we refer in the policy to the payment of premiums this shall include payment by monthly instalments. If you pay by this method the policy remains an annual contract. The date of payment and the amount of the instalment are governed by the terms of the credit agreement. If an instalment is not received by the due date then, subject to the Consumer Credit Act 1974 (if it applies), the credit agreement and the policy will be cancelled immediately.
- **12** You must tell us immediately any building or part of any building becomes unoccupied and pay an additional premium if required. We shall have the right to change the terms and conditions of the policy and you must action any risk improvement measures that we may require.
- **13** Notwithstanding any other terms of this policy *we* will be deemed not to provide cover nor will *we* make any payment or provide any service or benefit to *you* or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of *yours* would violate any applicable trade or economic sanctions law or regulation.

Claims conditions

- 1 Upon learning of any circumstances likely to give risk to a claim you must:
 - tell *us* as soon as reasonably possible and give *us* all the assistance *we* may reasonably require
 - as soon as is reasonably possible, tell the Police if the *damage* is by theft or attempted theft or by riot or civil labour or political disturbances or vandals or malicious people
 - immediately send to us any writ or summons issued against you
 - supply, at *your* own expense, full details of the claim in writing including any supporting evidence and information that we require within the following periods:
 - i) 7 days for *damage* by riot or civil, labour or political disturbances or vandals or malicious people
 - ii) 30 days after the expiry of the *indemnity period* under section B Business Interruption
 - iii) 30 days after any other damage, interruption or bodily injury
 - take action to minimise the *damage* and to avoid interruption or interference with the *business* and to prevent further injury or *damage*.
- **2** We shall have the right to settle a claim by:
 - the payment of money
 - reinstatement or replacement of the property lost or damaged
 - repair of the property lost or damaged.

If we decide upon reinstatement, replacement or repair we shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance.

We shall not spend on any one item, more than its sum insured.

- **3** We have the right to the salvage of any insured property.
- 4 You must not admit, deny, negotiate or settle any claim without our written consent.
- **5** If at the time of the claim there is any other policy covering the same property or occurrences insured by this policy *we* will be liable only for *our* proportionate share.

If any other such policy has a provision preventing it from contributing in like manner then *our* share of the claim shall be limited to the proportion that the sum insured bears to the value of the property insured.

- 6 We are entitled to:
 - take the benefit of your rights against another person before or after we have paid a claim
 - take over the defence or settlement of a claim against you by another person.
- 7 We have the right to enter the building where the *damage* has happened and to take and keep any of the property insured and to deal with salvage in a reasonable manner.

General exclusions – applicable to all insurances other than Employers' Liability

The policy does not cover:

- 1 Damage or consequential loss caused by faulty or defective design materials or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration, wear and tear or frost. This shall not apply to subsequent damage resulting from another cause which happens afterwards and is not otherwise excluded.
- **2** Damage or consequential loss caused by:
 - collapse or cracking of buildings
 - corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, loss of any liquid by leakage from its container, contamination, change in colour flavour texture or finish, vermin, insects, marring or scratching.

This shall not apply to such *damage* or *consequential loss* if it results from a cause which is not otherwise excluded.

- 3 Damage or consequential loss arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds. This shall not apply to damage or consequential loss which results from a cause which is not otherwise excluded or from another cause which happens afterwards and is not otherwise excluded.
- **4** Damage or consequential loss caused by:
 - theft or attempted theft contributed to or caused by any *employee* not involving entry to or exit from the *buildings* by forcible and violent means
 - theft or attempted theft of property from an unattended road vehicle unless
 - i) the property is concealed in a glove compartment or locked luggage compartment and
 - ii) all windows and sunroofs are securely closed and doors and other means of access locked and, where the vehicle is left overnight, it is
 - iii) garaged in a securely closed and locked building or parked in a yard which is fully enclosed and securely closed and locked.
 - acts of fraud practiced on you except as provided under Additional Cover 6 of section B
 - disappearance, unexplained or inventory shortage, misfiling or misplacing of information
 - mechanical or electrical breakdown and/or derangement of machinery or equipment.

This shall not apply to *damage* or *consequential loss* which results from a cause which is not otherwise excluded or from another cause which happens afterwards and is not otherwise excluded.

- **5** Damage or consequential loss caused by:
 - subsidence, ground heave or landslip
 - i) caused by the settlement or movement of made up ground or by coastal or riverbank erosion
 - ii) occurring while the *premises* or any part of the *premises* is in the course of erection, demolition, structural alteration or repair.

You must tell *us* immediately of any building, demolition or excavation operations starting on any adjoining site. In that event *we* shall have the right to alter or cancel the cover provided by the policy against *damage* caused by subsidence, ground heave or landslip.

- normal settlement or bedding down of structures within two years of their completion or during the contract maintenance period, whichever is the longer
- wind, rain, hail, sleet, snow, flood or dust to moveable property in the open or to fences and gates.
- **6** (Not applicable to Additional Cover 10 of section B Public and Products Liability) Damage to:
 - property as a result of its being cleaned, repaired, restored, maintained, altered, cut, prepared or fitted nor any subsequent consequential loss
 - property or structures in the course of construction or erection and materials or supplies used in connection with all such property nor any subsequent *consequential loss*.
- **7** Damage or consequential loss resulting from the erasure or distortion of information on computer systems or other records:
 - i) whilst mounted in or on any machine or data processing apparatus

or

- ii) due to the presence of a magnetic flux unless caused by *damage* to the machine or apparatus in which the records are mounted.
- **8** Any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection, military force or coup.
- **9** *DAMAGE* occasioned by or happening through or in consequence directly or indirectly of Terrorism.

In any action, suit or other proceedings where we allege that by reason of this General Exclusion cover is not provided under this Policy the burden of proving that such *DAMAGE* is covered shall be upon you.

Definition

For the purposes of this General Exclusion the following special meaning shall apply:

'Terrorism' shall mean:

a) in respect of England including the Channel Tunnel up to the frontier with the Republic of France as set out by the Treaty of Canterbury 1986, Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, the Territorial Sea Act 1987 (Isle of Man) Order 1991, the Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002:

acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

- b) in respect of elsewhere than as described in a) above:
 - any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - i) involves violence against one or more persons
 - ii) involves damage to property
 - iii) endangers life other than that of the person committing the action
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
- c) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) or b) above.
- **10** Any expense, consequential loss, legal liability or *damage* to any property directly or indirectly arising from:
 - ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any *Nuclear Installation, Nuclear Reactor* or other nuclear assembly or nuclear component thereof
 - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any
 radioactive matter but this sub paragraph will not apply to radioactive isotopes other than
 nuclear fuel when such isotopes are being prepared, carried, stored or used for
 commercial, agricultural, medical, scientific or other peaceful purposes.

This General Exclusion will not apply to section B No. 18 Employers' Liability except where *you* have undertaken under a contract or agreement either to indemnify another party or to assume the liability of another party in respect of such *bodily injury*.

Meaning of words

For the purposes of this Exclusion, the following special meanings will apply:

Nuclear Installation

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

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

Nuclear Reactor

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

- **11** Damage to any electrical plant or appliance caused by its own:
 - over-running
 - short-circuiting
 - excessive pressure
 - self-heating.

This exclusion shall not apply where fire spreads to cause *damage* to any other part of the plant or appliance or to other property insured.

- **12** The cover provided by sections A & B does not include *damage* or *consequential loss* solely due to change in the water table level.
- 13 The policy does not cover:
 - i) loss destruction or damage
 - ii) consequential loss additional expenditure or extra expenses
 - iii) legal liability
 - iv) other fees costs disbursements awards or other expenses

of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- a) the way in which any DATA PROCESSING SYSTEM responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any DATA PROCESSING SYSTEM responding to or dealing in any way with:
 - i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such DATA PROCESSING SYSTEM is your property or not and whether operating before or after the year 2000

but in respect of all insurances other than Public Liability or Products Liability or Contractors' Joint Indemnity or Legal Expenses this shall not exclude subsequent loss destruction or damage or consequential loss additional expenditure or extra expenses (not otherwise excluded) which itself results from a DEFINED PERIL otherwise covered by this Policy.

DEFINITIONS For the purposes of this Endorsement, the following special meanings shall apply:

"DATA PROCESSING SYSTEM" shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

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

Subject otherwise to the terms conditions and limitations of the policy.

- 14 Damage to any property in Northern Ireland or loss resulting from such damage arising from riot or civil commotion and (except in respect of damages by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
- 15 Damage to any computer or other equipment or system or item which processes stores transmits retrieves or receives data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property is insured or not where such damage is caused by virus or similar mechanism or hacking or denial of service attack

consequential loss directly or indirectly caused by or arising from *virus or similar* mechanism or hacking or denial of service attack.

But this shall not include *damage* or consequential loss which results from an insured event (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence)

Meaning of words

For the purposes of this Exclusion, the following special meanings will apply:

Virus or Similar Mechanism

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

Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether belonging to you or not.

Denial of Service Attack

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

Our complaints procedure

Our commitment to customer service

We value the opportunity to look into any concerns you may have with the service we have provided and we are committed to handling all complaints fairly, consistently and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away therefore in the first instance please get in touch with *your* usual contact at Zurich or *your* broker or insurance intermediary as they will generally be able to provide *you* with an immediate response to *your* satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

If we cannot resolve your complaint straight away we will aim to resolve your concerns as soon as possible and we will keep you informed of progress while our enquiries are continuing.

The majority of complaints we receive are resolved within four weeks of receipt.

The Financial Ombudsman Service (FOS)

If we are unable to resolve *your* complaint to *your* satisfaction within eight weeks or if *you* remain dissatisfied following receipt of *our* final response letter *you* may be able to ask the FOS to formally review *your* case. *You* must contact the FOS within six months of *our* final response.

The FOS contact details are as follows:

Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London E14 9SR

You can telephone for free on:

08000 234 567 for people phoning from a "fixed line" (for example a landline at home)

0300 123 9 123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

or e-mail: complaint.info@financial-ombudsman.org.uk

This is a free and impartial service and will not affect your legal rights.

The FOS can help with most complaints if you are:

- a consumer
- a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million
- a charity with an annual turnover of less than £1 million
- a trustee of a trust with a net asset value of less than £1 million.

If you are unsure whether the FOS will consider your complaint please contact them directly for further information.

You are entitled to contact the FOS at any stage of your complaint.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that *you* may be entitled to compensation if we are unable to meet *our* obligations to *you*. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.







The Legal protection section is underwritten by DAS Legal Expenses Insurance Company Limited.

The Head and Registered Office: DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol BS1 6NH Registered in England and Wales, number 103274 | www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The Legal protection section is administered by DAS Law Limited.

The Head and Registered Office:

DAS Law Limited | North Quay | Temple Back | Bristol BS1 6FL Registered in England and Wales, number 5417859 | www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland. UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

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Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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