



Insurance Certificate for

# **Hairdressers & Beauty Therapists**

## Index of Contents

<b>Section</b>	<b>Page</b>
General Definitions	2
Section A – Material Damage	3
Section B – Loss of Money	6
General Exclusions – Sections A and B	7
Section C – Public & Products Liability	9
General Exclusions – Section C	12
General Conditions	15
Claims Conditions and Procedures	17
Enquiry or Complaints Procedure	18

## General Definitions

### ***The Insured***

The person(s) company or firm named as "The Insured" in the Schedule whilst carrying on the **business**

### ***The Insurers***

International Insurance Company of Hannover Limited

### ***Period of Insurance***

As stated in the Schedule

### ***Business***

Hair and Beauty Therapy

### ***Excess***

The first amount of each and every claim which **the Insured** has to bear after all the terms of the Certificate have been applied

### ***Territorial Limits***

United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands

### ***Money***

**Money** means

1. cash bank notes cheques **Money** orders postal orders current postage stamps credit card sales vouchers embossed stamps holiday stamps bankers drafts National Giro drafts franking machine units luncheon vouchers and gift tokens
2. non-negotiable **Money** in the form of crossed cheques crossed postal orders crossed bankers drafts premium savings bonds National Savings Certificates unused units in postage stamp franking machines stamped or franked National Insurance cards and VAT purchase invoices

all pertaining to the **business** and belonging to or the responsibility of **the Insured**

### ***Damage***

**Damage** means physical loss destruction or **Damage**

### ***Proposal***

Proposal means any information provided or declaration made by the **Insured** in connection with the policy whether by means of a formal proposal or otherwise

## Section A – Material Damage

### The Insurance

This Section covers the property described in the Schedule for amounts not exceeding the limits or sums insured all of which are set forth in the Schedule

**the Insurers** agree to the extent and in the manner provided herein to indemnify **the Insured** against **Damage** to the said property occurring during the **period of insurance** directly caused by the following perils

### Insured Perils and Specific Exclusions

1. (a) Fire and/or lightning  
(b) Fire consequent upon explosion wherever the explosion occurs  
  
excluding  
(i) The amount of **Excess** shown in the schedule
2. Explosion  
excluding  
(i) **Damage** by explosion (other than **Damage** by fire resulting from explosion) caused by the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of **the Insured**  
(ii) the amount of **Excess** shown in the schedule
3. Aircraft and other aerial devices or articles dropped there from  
excluding  
(i) The amount of **Excess** shown in the schedule
4. Earthquake shock or fire directly or indirectly caused by earthquake and subterranean fire  
excluding  
(i) The amount of **Excess** shown in the schedule
5. (a) Storm or tempest excluding **Damage** directly or indirectly caused by flood or frost  
(b) Flood  
(c) Bursting or overflowing or leakage of water pipes water mains water tanks or water apparatus excluding any sprinkler installation or boilers other than domestic boilers  
(d) Sudden and unexpected escape of oil from any fixed domestic heating installation  
excluding  
(i) the amount of **Excess** shown in the schedule  
(ii) **Damage**  
(a) as a result of repairs to or removal or extension of water pipes mains tanks or apparatus  
(b) by bursting or overflowing or leakage occurring whilst the **premises** are vacant or unoccupied but this exclusion shall not apply whilst the **premises** are normally closed outside **business** hours or for holidays or weekends  
(c) to property in the open  
(d) to gates or fences unless lost destroyed or Damaged by the fall of brickwork or masonry caused by an Insured Peril  
(iii) **Damage** whether caused directly or indirectly by  
(a) subsidence landslip or heave  
(b) fire lightning or explosion
6. Any person taking part in a riot strike labour disturbance or civil commotion or any person of malicious intent  
excluding  
(i) the amount of **Excess** shown in the schedule  
(ii) **Damage** following confiscation destruction requisition or seizure by order of the government or any Public Authority  
(iii) **Damage** whether caused directly or indirectly by  
(a) fire  
(b) theft or attempted theft  
(c) total or partial cessation or interruption or retarding of work or of any commercial or industrial process or operation

## Section A – Material Damage

7. Impact by any vehicle (or goods falling there from) or animal excluding
  - (i) the amount of **Excess** shown in the schedule
  
8. Theft or attempted theft excluding
  - (i) **Damage** caused by such theft or attempted theft unless following
    - (a) entry to or exit from any building or vehicle by forcible and violent means
    - (b) assault violence or threat thereof to **the Insured** or persons to whom **the Insured's** property is entrusted
  - (ii) **Damage** of property by or in collusion with any persons to whom **the Insured's** property is entrusted
  - (iii) **Damage** to property in any yard or open space
  - (iv) The amount of the **Excess** shown in the schedule
  
9. All risks of **Damage** other than **Damage** caused by perils 1 to 8 inclusive above occurring during the **period of insurance** within the **Territorial Limits** and subject to the sum insured specified in Section A of the Schedule excluding
  - (i) **Damage** to any **building** or foundation caused by or following upon subsidence collapse heave landslip settling cracking shrinking or expansion
  - (ii) mechanical and/or electrical derangement and/or breakdown
  - (iii) **Damage** caused by moth vermin or insect wear tear gradual deterioration rust or oxidation rot mould or mildew inherent vice latent defect mysterious disappearance or unexplained shortage
  - (iv) **Damage** caused by faulty manipulation scratching or denting or loss of magnetism and/or erasure of tapes or faulty projection shortage in weight contamination or taint
  - (v) **Damage** to articles of a brittle nature unless such **Damage** is caused by burglars thieves or fire and/or **Damage** to glass
  - (vi) loss by delay loss of market or consequential loss of any description
  - (vii) **Damage** which may be sustained whilst the property insured is actually being worked upon or is under any process and directly resulting there from
  - (viii) **Damage** caused by climatic or atmospheric conditions or extremes of temperature
  - (ix) infidelity or dishonesty by **the Insured** or any employee(s) of **the Insured**
  - (x) **Damage** which is specifically excluded under perils 1 to 8 inclusive above
  - (xi) the amount of **Excess** shown in the schedule

## Section A – Material Damage

**Extensions** (subject to the terms provisions limits exclusions and conditions of this Section)

### 1. Reinstatement of Loss

In the event of any claim having occurred under this Section and in the absence of written notice by **the Insured** to the contrary within 30 days of the **Damage** the amount of insurance cancelled by such claim shall be automatically reinstated as and from the date of the **Damage the Insured** undertaking to pay the appropriate additional premium for such reinstatement from that date

### Exclusions

#### 1. Pollution or Contamination

This Section does not cover costs and expenses arising from **Damage** caused by pollution or contamination except (unless otherwise excluded) **Damage** to the property insured caused by

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

#### 2. Water Table

The insurance in respect of storm or tempest or storm tempest and flood does not cover **Damage** attributable solely to change in the water table level

#### 3. Electrical Apparatus

**the Insurers** shall not be liable for **Damage** to any electrical plant or apparatus caused by its own over-running short circuit excessive pressure or self heating but should fire extend to and **Damage** any other part of the plant or apparatus or other property insured hereby such **Damage** is not excluded by this Certificate

### Conditions

#### 1. Reinstatement Basis of Settlement

In the event of the property insured being lost destroyed or damaged the basis upon which the amount payable shall be either:

- (a) its replacement by similar property in a condition equal to but not better or more extensive than its condition when new, or
- (b) where property is **Damaged** the repair of the **Damage** and the restoration of the **Damaged** portion of the property to a condition substantially the same as but not better than its condition when new provided that **the Insurers** liability shall not exceed the sum representing the cost which would have been paid under (a) above.

#### 2. Average

This insurance is subject to the condition of Average that is to say if the property insured shall at the time of any **Damage** be of greater value than the sum insured **the Insured** shall be entitled to recover hereunder such proportion of the said **Damage** as the sum insured bears to the total value of the said property if two or more items with separate sums insured set against them are insured hereunder each item shall be separately subject to the condition of Average

## Section B – Loss of Money

### *The Insurance*

This Section covers physical loss of or destruction of or **Damage** to **Money** occurring during the **period of insurance** from any cause up to the sums insured stated in Section B of the Schedule. Notwithstanding the sums insured stated in Section B of the Schedule the liability of **the Insurers** in respect of non-negotiable **Money** shall be up to £250,000 any one loss

### **Exclusions**

This insurance does not cover

1. Losses arising out of the dishonesty on the part of any of **the Insured's** employees
2. consequential loss or shortages due to depreciation or currency fluctuation or clerical or accounting errors or omissions
3. postal sendings
4. physical loss or destruction or **Damage** arising outside the **Territorial Limits**
5. The amount of **Excess** as shown in the Schedule

### **Conditions**

1. **Advice to Police**  
**The Insured** shall immediately inform the police of any physical loss or destruction or **Damage** and offer them all reasonable assistance

## General Exclusions applicable to Sections A and B

This Certificate does not cover

1. loss destruction or **Damage**
  - (a) to computer system records nor any claim whatsoever arising from such loss destruction or **Damage** except as expressly mentioned as insured
  - (b) to motor vehicles and accessories in or upon the said vehicles explosives livestock cash currency and/or bank notes stamps bonds bills of exchange promissory notes securities for **Money** negotiable documents or other documents except as expressly mentioned as insured
  - (c) in respect of property hereby insured where loss has been sustained by **the Insured** consequent upon handing of such insured property to any third party against any payment or promise of payment by any means whatsoever and where such payment or promises of payment shall prove to be false fraudulent or otherwise invalid or uncollectible for any reason whatsoever
  - (d) to Landlord's Fixtures and Fittings which shall be held to comprise inter alia boilers water pipes water tanks central heating apparatus wallpapers ceilings panelling and the like except as expressly mentioned as insured
  - (e) to any dynamo transformer motor wiring main or other electrical appliance directly caused by short-circuiting overrunning **Excessive** pressure or leakage of electricity but this exclusion does not apply to **Damage** thereto by fire resulting from such causes and originating outside the appliance
  - (f) due to delay loss of use consequential loss or loss of market unless specifically insured hereon
2. loss destruction or **Damage** directly or indirectly occasioned by happening through or in consequence of confiscation or nationalisation or requisition seizure detention or destruction of or **Damage** to property by or under the order of any government or public or local authority
3. loss destruction or **Damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic and supersonic speeds
4. Loss, **Damage** or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage** to property by or under the order of any government or public or local authority.
5. **Terrorism Exclusion**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **the Insurers** allege that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

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

Northern Ireland Overriding Exclusion Applicable to Insurances relating to Property In Northern Ireland other than private dwellings.

## General Exclusions applicable to Sections A and B

Notwithstanding anything in this Policy or in any extensions thereof, it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils insured against) this Policy does not cover loss or destruction of or **Damage** to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

- (a) civil commotion
- (b) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association. *Note* - "Unlawful association" means any organisation which is engaged in terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973. "Terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings where **the Insurers** allege that by reason of the provisions of this endorsement any loss, destruction or **Damage** is not covered by this Policy the burden of proving that such loss, destruction or **Damage** is covered shall be upon the Assured.

This overriding exclusion applies to this Policy and to any extensions thereof, whether such extensions be issued before or after this overriding exclusion except only if an extension be issued hereafter which expressly cancels this overriding exclusion.

### 6. **Electronic Date Recognition Exclusion "EDRE"**

This policy does not cover any loss, **Damage**, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year 2000, or any other date change, including leap year calculations, by any computer system hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not: or
- (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, **Damage**, cost, claim or expense.

## Section C – Public & Products Liability

### 1. Operative Clause

**the Insurers** will indemnify the **Insured** against their legal liability as defined by each insured Sub-Section of Section C of this Policy as set out in the Schedule arising out of the **Business** to pay compensatory Damages (including claimants costs fees and expenses) in accordance with the law of any country subject always to the terms conditions and exclusions of such Section and of the Policy as a whole

PROVIDED THAT unless specifically agreed by endorsement this Section of this Policy shall not indemnify the **Insured** in respect of any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part)

### 2. Definitions Applicable to Section C

For the purpose of this Section only the following Definitions apply:

- (a) **Insured** means
  - (i) the person persons or corporate body named in the Schedule
  - (ii) subsidiary companies of the **Insured** notified to and accepted in writing by **The Insurers**
- (b) **Business** means Hair and Beauty Therapy conducted at or from any premises in the **Territorial Limits**
- (c) **Damage** means accidental loss of possession of or accidental **Damage** to tangible property
- (d) **Excess** means the amount of the **Insured's** retained liability arising out of one **Occurrence** or series of **Occurrences** consequent on one original cause (**the Insurers** shall only be liable to the extent that any liability exceeds the **Excess**)
- (e) **Financial Loss** means any pecuniary loss unaccompanied by **Injury** or **Damage**
- (f) **Injury** means death bodily injury illness or disease of or to any person
- (g) **Occurrence(s)** means an accident including continuous or repeated exposure to substantially the same general conditions which results in **Injury** or **Damage** neither expected nor intended by the **Insured**
- (h) **Product** means any tangible property after it has left the custody or control of the **Insured** which has been designed specified formulated manufactured constructed installed erected sold hired out supplied distributed treated processed serviced altered or repaired by or on behalf of the **Insured** in connection with the **Business**
- (i) **Retroactive Date** is the earlier of the start date of this policy or the start date of any previous policy issued by **the Insurers** where cover has run continuously.

### 3. Indemnity Limits

- (a) SUB-SECTION 1 – **Insurer's** total liability to pay Damages and/or claimants costs fees and expenses shall not exceed the sum stated in the Schedule against each Section in respect of any one **Occurrence** or series of **Occurrences** arising from one originating cause
- (b) SUB-SECTION 2 – **Insurer's** total liability to pay Damages and/or claimants costs fees and expenses shall not exceed the sum stated in the Schedule against each Section in respect of any one **Occurrence** or series of **Occurrences** arising from one originating cause but under this Sub-Section the limit applies to the total amount of Damages and/or claimants costs fees and expenses payable in respect of all claims first made against the **Insured** during the **Period of Insurance**

## Section C – Public & Products Liability

### 4. Defence Costs

**the Insurers** will also pay all costs fees and expenses incurred with their prior consent by the **Insured** in the defence or settlement of any claim under this Policy (hereinafter called “Defence Costs”)

Defence Costs include legal expenses

- (a) incurred by or awarded against the **Insured** arising out of any prosecution of the **Insured** for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and / or any legislation of similar effect) provided that **the Insurers** shall not be liable for any fines or penalties imposed as a consequence of such prosecution
- (b) arising out of representation of any Coroner’s Inquest or Fatal Accident Inquiry
- (c) arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy

Defence Costs will be payable in addition to the Indemnity Limits except in respect of Sub-Section 1 when the Indemnity Limit will be inclusive of Defence Costs unless this Policy is specifically endorsed to the contrary

### 5. Sub-Section 1 – Public Liability - Indemnity

The **Insured** is indemnified by this Sub-Section in accordance with the Operative Clause contained within Section H for and/or arising out of accidental **Injury** and/or **Damage** for claims first made against the **Insured** during the **Period of Insurance** within the **Insured Territories**.

### 6. Sub-Section 2 – Products Liability - Indemnity

The **Insured** is indemnified by this Sub-Section in accordance with the Operative Clause contained within Section H in respect of legal liability arising out of accidental **Injury** and/or **Damage** for claims first made against the **Insured** during the **Period of Insurance** but only against claims arising out of or in connection with any **Product**

### 7. Notification Extension Clause

Should this Policy not be renewed and the **Insured** notifies **the Insurers** within 60 days of its expiry, subject to the terms and conditions of General Condition 7, of any specific event or circumstance occurring after the **Retroactive Date** and prior to the expiry of the **Period of Insurance** and which **the Insurers** accept may give rise to a claim or claims which form the subject of indemnity by this Policy, then acceptance of such notification means that **the Insurers** will deal with such claim or claims as if they had first been made during the **Period of Insurance**.

### 8. Compensation for Court Attendance Costs

In the event of any director partner or employee of the **Insured** attending court as a witness at the request of **the Insurers** in connection with a claim in respect of which the **Insured** is entitled to Indemnity under this Policy **the Insurers** will provide compensation at the following rates for each day on which attendance is required

- (a) any director or partner £250 per day
- (b) any employee £150 per day

Subject to a maximum aggregate limit in the Policy period of £5,000

### 9. GENERAL CONDITIONS APPLICABLE TO THIS SECTION

(a) **Observance**

Observance of the terms of this Section of the Policy relating to anything to be done or complied with by the **Insured** is a condition precedent to any liability of **the Insurers** except insofar as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees

(b) **Discharge of Liability**

**the Insurers** may at any time pay the Indemnity Limit or the sum insured (after the deduction of any sum already paid) or any lesser amount for which a claim can be settled and shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment provided that the Indemnity Limit so allows

(c) **Excess**

The **Insured** shall not effect insurance in respect of the **Excess**

(d) **Cross Liabilities**

Where there is more than one party named as the **Insured** in the Schedule this Policy will apply separately to each such **Insured** in the same manner and to the same extent as if a separate policy had been issued to each **Insured** and **the Insurers** agrees to waive all rights of subrogation against any of these parties provided that the total amount payable in respect of compensation does not exceed the Indemnity Limit

(e) **Subrogation**

If any payment is made under Section C of this Policy in respect of a claim or loss and there is available to **Insurer's** any of the **Insured's** rights of recovery against any other party then **Insurer's** maintain all such rights of recovery

**Insurer's** shall not exercise those rights against any past present or future employee director or partner of the company named as the **Insured** in the Schedule or any subsidiary unless such payment is in respect of any willful malicious or dishonest acts or omissions

The **Insured** must do nothing to impair any rights of recovery

At **Insurer's** request the **Insured** will bring proceedings to transfer those rights to **Insurer's** and help **Insurers** to enforce them

Any recovery shall be applied as follows

- (a) first to **Insurer's** up to the amount of **Insurer's** payment in respect of compensation and defence costs and expenses
- (b) then to the **Insured** as recovery of the **Insured's Excess** or other amount paid as compensation or costs and expenses

## General Exclusions applicable to Section C

### SUB-SECTION 1 – PUBLIC LIABILITY – EXCLUSIONS

This Sub-Section does not cover liability for

- (1) claims for which indemnity is afforded by Sub-Section 2 whether or not such Sub-Section is insured by this Policy
- (2) claims arising out of the ownership possession or use by or on behalf of the **Insured** or any person or party entitled to indemnity of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than claims
  - (a) caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any road traffic legislation
  - (b) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract
  - (c) arising out of any motor vehicle or trailer temporarily in the **Insured's** custody or control for the purpose of parking except liability for which compulsory insurance or security is required by legislation governing the use of any motor vehicle or trailer
- (3) claims arising out of the ownership possession or use by or on behalf of the **Insured** of any aircraft hovercraft offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)
- (4) **Damage** to property owned leased to hired by under hire purchase on loan to held in trust by or otherwise in the **Insured's** care custody or control other than
  - (a) employees' and visitors' clothing and personal effects
  - (b) premises (including contents therein) temporarily occupied by the **Insured** for work therein or thereon but no indemnity shall be granted for **Damage** to that part of the property on which the **Insured** is or has been working and which arises out of such work
  - (c) premises tenanted by the **Insured** provided always that
    - (i) details of such premises shall have been disclosed to **the Insurers**
    - (ii) liability for such **Damage** is not assumed by the **Insured** under agreement where liability would not have existed in the absence of the agreement
    - (iii) **the Insurers** shall not be responsible for the first £500 of such **Damage** caused otherwise than by fire or explosion

### SUB-SECTION 2 – PRODUCTS LIABILITY – EXCLUSIONS

This Sub-Section does not cover liability for claims

- (1) falling within the scope of cover set out in Sub-Section 1 whether or not such Sub-Section is insured by this Policy
- (2) for costs incurred in the repair reconditioning or replacement of any **Product** or part thereof which is alleged to be defective
- (3) arising out of the recall of any **Product** or part thereof

## General Exclusions applicable to Section C

- (4) arising out of any **Product** which with the **Insured's** knowledge is intended for incorporation into the structure machinery or controls of any aircraft other aerial device hovercraft or offshore rig and/or installation and/or platform
- (5) arising out of any **Product** which the **Insured** knows or should reasonably know is to be delivered or used in the United States of America or Canada or any territory which operates under the laws of the United States of America or Canada unless the **Insured** has requested that there shall be no such limitation and has accepted the terms offered by **Insurers** in granting such cover, which offer and acceptance must be signified by specific endorsement to this Policy
- (6) arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement
- (7) arising out of the failure of any **Product** or part thereof to fulfil the purpose for which it was intended unless due to an unintended and unexpected defect in the manufacture and/or assembly of such **Product** or part thereof
- (8) arising from circumstances known to the **Insured** prior to the inception date of this **Policy**

### EXCLUSIONS APPLICABLE TO SUB-SECTIONS 1 AND 2

Sub-Sections 1 and 2 do not cover liability for claims

- (1) arising out of the deliberate conscious or intentional disregard by the **Insured's** technical or administrative management of the need to take all reasonable steps to prevent **Injury or Damage**
- (2) arising out of liquidated Damages clauses penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
- (3) arising out of pollution or contamination of the atmosphere or of any water land buildings or other tangible property except to the extent that it can be proved that such pollution or contamination
  - (a) was the direct result of a sudden identifiable unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of this Policy
  - (b) was not the direct result of the **Insured** failing to take reasonable precautions to prevent such pollution or contamination

provided always that **Insurer's** total liability to pay compensation and/or claimants' costs fees and expenses under this clause shall not exceed the sum stated in the Schedule in the aggregate in respect of the Period of Insurance and that all such pollution or contamination which arises out of one incident shall be considered for the purposes of this Policy to have occurred at the time such incident takes place

- (4) directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be or declared or not) civil war rebellion revolution insurrection or military or usurped power
- (5) directly or indirectly arising out of or relating to
  - (a) the recognition interpretation failure to recognise or interpret or calculation comparison differentiation sequencing or processing of data involving one or more dates or times by any computer system hardware programme or software or any microchip integrated circuit or similar device in computer or non-computer equipment whether the property of the **Insured** or not or

## General Exclusions applicable to Section C

- (b) any change alteration correction or modification involving one or more dates or times to any such computer system hardware programme or software or any microchip integrated circuit or similar device in computer or non-computer equipment whether the property of the **Insured** or not

This exclusion shall apply regardless of any other cause which contributes concurrently or in any sequence to such loss **Damage** expense liability or claim

- (6) arising from or caused by design formula specification technical or professional service given for a fee by the **Insured** or anyone acting on behalf of the **Insured**
- (7) arising in respect of liability for **Financial Loss**
- (8) arising directly or indirectly from losses occurring prior to the **Retroactive Date** stated in the Schedule.
- (9) for any award of punitive or exemplary Damages whether as fines penalties multiplications or compensatory awards or Damages or in any other form whatsoever
- (10) arising from **Injury** or **Damage** cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

For the purpose of this Exclusion an Act of Terrorism means an act including but not limited to the use of violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

This Exclusion also excludes **Injury** or **Damage** cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any Act of Terrorism

If the **Insurers** alleges that by reason of this Exclusion any **Injury** or **Damage** cost or expense is not covered by this **Certificate** the burden of proving to the contrary shall be upon the **Insure**

- (11) arising from or in any way related to asbestos or asbestos fibres including but not limited to **Injury** or **Damage** directly or indirectly caused by asbestos or asbestos fibres or any commodity article or thing containing asbestos or asbestos fibres or the cost of removing nullifying or cleaning up asbestos fibres or any commodity article or thing containing asbestos or asbestos fibres

## General Conditions

### All Conditions are precedent to liability under this insurance

#### 1. Identification

- (a) The Certificate Schedule and all Endorsements are to be read as one contract and any words or expressions to which a specific meaning has been attached in
  - (i) the General Definitions shall have the same meaning wherever they appear except where amended by sectional definitions
  - (ii) each Section of the Certificate shall have the same meaning wherever they appear in that Section
- (b) Any Section stated to be not insured in the Schedule shall be inoperative

#### 2. Non disclosure

This Certificate shall be voidable in the event of misrepresentation misdescription or non disclosure in any material particular

#### 3. Reasonable Precautions

##### The Insured must

- (a) take all reasonable precautions to avoid or minimise the risk of loss destruction **Damage** injury disease and to prevent the sale or supply of Products which are defective in any way as if this Certificate were not in force and ensure that all reasonable safeguards and precautions against accident injury and disease are provided and used
- (b) exercise all reasonable care in seeing that the tools plant machinery and appliances used in the **business** are substantial and sound and in proper order and fit for the purpose that they are used
- (c) exercise all reasonable care in the selection and supervision of employees
- (d) comply with all statutory and other obligations and regulations imposed by any authority

#### 4. Non Contribution

This Certificate does not cover any loss destruction **Damage** or liability which at the time of happening of such loss destruction **Damage** or liability is also covered in whole or in part by any other insurance or would but for the existence of this Certificate be covered by any other insurance except in respect of any **Excess** beyond the maximum amount which would be payable under such other insurance had this Certificate not been effected

#### 5. Arbitration

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

#### 6. Alterations and Increase in Risk

- (a) **The Insured** shall give **the Insurers** immediate notice in writing of any alterations to the risk insured
- (b) This Certificate shall be void and all premiums paid thereon forfeited to **the Insurers** if the risk be materially increased without the assent of **the Insurers** being signified in writing

#### 7. Contracts (rights of Third Parties) Act 1999 Clarification

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

#### 8. Data Protection 1998

It is understood by the Insured that any information provided to **the Insurers** regarding the Insured will be processed by **the Insurers**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

## General Conditions

9. **Cancellation**  
the **Insurers** may cancel this Certificate by sending 14 days written notice to the **Insured** at the **Insured's** last known address whereupon the **Insured** shall become entitled to a refund of a proportionate part of the premium subject to retention by the **Insurers** of any minimum premium under this Certificate
10. **Observance of Terms**  
The due observance and fulfilment of the terms conditions and endorsements of this Certificate in so far as they relate to anything to be done and/or complied with by the **Insured** and the truth of the statements and the answers in the proposal and/or declaration made by or on behalf of the **Insured** (which shall be the basis of this insurance and is deemed to be incorporated herein) shall be conditions precedent to any liability of the **Insurers** to make payment under this Certificate
11. **Interpretation**  
Any phrase or word in this Certificate and the Schedule will be interpreted in accordance with the law of England
12. **Warranties**  
Every warranty shall from the time that the warranty attaches apply and continue to be in force during the whole currency of this Certificate Non-compliance with any such warranty insofar as it increases the risk shall be a bar to any claim
13. **Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause**  
This Certificate does not cover:  
(a) Loss or destruction of or **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss  
(b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from  
(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel  
(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter.
14. **Contamination and Pollution Exclusion Clause**  
This insurance shall not cover any loss or **Damage** due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.  
  
This exclusion does not apply if such loss or **Damage** arises out of one or more of the following **Insured Perils**. Provided such perils are stated as operative in the Schedule.
1. Fire and/or lightning
  2. Explosion
  3. Aircraft
  4. Earthquake
  5. Storm, Tempest and/or Flood
  6. Riot and/or Civil Commotion
  7. Impact
  8. Theft and/or Attempted Theft
  10. Subsidence, Landslip and/or Heave

All other terms and conditions of the insurance shall be unaltered and especially the exclusions shall not be superseded by this clause.

## Claims Conditions and Procedures

### Claims Condition – Sections A and B

(1) **Notification**

If loss destruction **Damage** or injury occurs which may result in a claim under this Certificate **the Insured** must

- (a) tell the police immediately if it involves theft or any attempted theft riot malicious **Damage** or vandalism or any loss of **Money** and offer the police all reasonable assistance in the apprehension of the person(s) responsible and the recovery of any stolen property
- (b) tell **the Insurers** immediately and give **the Insurers** such information proof certificates and assistance that **the Insurers** may reasonably require.

(2) **Non Admittance or Repudiation of Liability**

**The Insured** and/or person claiming to be indemnified under this Certificate shall not incur any expense in making good any loss destruction or **Damage** nor admit or repudiate liability for or negotiate or make any offer promise agreement or payment in connection with any occurrence which may result in a claim under this Certificate without the prior written consent of **the Insurers**

(3) **Action to Reduce Loss**

**The Insured** must do and allow to be done anything reasonably practicable to reduce any loss destruction **Damage** or interruption of or interference with the **business** which may be the subject of a claim under this Certificate

(4) **Subrogation**

**the Insurers** shall be entitled to take over and conduct in the name of **the Insured** and/or any person claiming to be indemnified under this Certificate the defence or settlement of any claim and to prosecute in the name of **the Insured** and/or other person for **the Insurers** benefit any claim for indemnity or **Damage** or otherwise against any third party and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim **The Insured** and/or other person shall give to **the Insurers** such information and assistance as **the Insurers** may reasonably require

(5) **Salvage**

On the happening of any loss destruction or **Damage the Insured** shall give **the Insurers** or **the Insurers** agent or representative leave and licence to enter the building where the loss destruction or **Damage** has occurred and take and keep possession of any of the property insured and deal with the salvage in a reasonable manner If **the Insured** shall hinder or obstruct **the Insurers** or **the Insurers** agent or representative from doing any of the foregoing acts all benefit under this Certificate shall be forfeited

(6) **Fraudulent Claims**

If **the Insured** shall make any statement claim or representation knowing the same to be false or fraudulent as regards amount or otherwise this Certificate shall become void and all claims hereunder shall be forfeited

### Claims Condition – Section C

- (1) The **Insured** shall give written notice to **the Insurers** of any **Injury** loss or **Damage** or claim or proceeding as soon as reasonably possible and in any event no later than 14 days after the same shall have come to the knowledge of the **Insured** or any representative of the **Insured**
- (2) The **Insured** shall not admit liability for or negotiate the settlement of any claim without the prior written consent of **the Insurers** who shall be entitled to conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute for their own benefit any claim for indemnity or Damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Insured** shall give all such information and assistance as **the Insurers** may require

#### Contact Details

All notifications and correspondence to be transmitted to:-  
**OIM Underwriting Limited, PO Box 42501, London, E1 1YB**  
Tel: 020 7208 8580  
Fax: 020 7208 8581

## Enquiry or Complaints Procedure

### EU Disclosure Clause (UK)

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

Any enquiry or complaint should be addressed in the first instance to Tasker & Partners Limited for reference to **the Insurers**. Their address is:

**Compliance Officer  
Tasker & Partners Limited  
70 St Mary Axe  
London  
EC3A 8BE**

It will greatly assist us if you quote your Certificate number in any communication.

If you are not satisfied with the way in which your complaint has been dealt with you may contact **the Insurers** address is:

**Compliance Officer  
International Insurance Company of Hannover Limited  
Compliance Officer  
L'Avenir, Opladen Way  
Bracknall, Berkshire  
RG12 0PE**

### Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme if an Insurer is unable to meet its obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the scheme is available from the Financial Services Compensation Scheme (7<sup>th</sup> floor, Lloyds Chamber, Portsoken Street, London E1 8BN) and on their website ([www.fscs.org.uk](http://www.fscs.org.uk))

### Definition of an Eligible Complaint

An eligible complaint is either a private individual, a business with a group annual turnover of less than £1million or a trustee of a trust with a net asset value of less than £1million at the time of the complaint

