



## **PUBLIC PRODUCTS & TREATMENT LIABILITY INSURANCE**

### **POLICY DOCUMENT**

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

*in association with*

Beauty Professional Ireland

and

InEvexco Limited  
PO Box 431 West Malling ME6 9GY



# WELCOME

## The insurance contract

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

## Policy documentation

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

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

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

## Fair presentation

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

## Words in bold type

Wherever words appear in bold in this policy they will have the meanings shown in the Definitions on pages 10 - 12.

Signed for and on behalf of  
InEvexco Limited



Mark Clayton, Managing Director

On behalf of Ascot Underwriting Limited

InEvexco Limited Registered office address 39 Kings Hill Avenue, Kings Hill, West Malling, ME19 4SD  
Registered in England and Wales No 7770177

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## A - OUR CUSTOMER CARE POLICY

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

InEvexco Limited  
PO Box 431  
West Malling  
ME6 9GY

Phone: **1800 812 670**  
Email: **info@beautyprofessionalinsurance.ie**

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

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

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

### **How to make a complaint**

#### **Complaints to Us**

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

**We** may record phone calls.

**For complaints about claims, contact the Claims Director at:**

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

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

**For complaints about Your policy, contact InEvexco Limited at:**

**InEvexco Limited**  
PO Box 431  
West Malling  
ME6 9GY

Phone: **1800 812 670**  
Email: **info@beautyprofessionalinsurance.ie**

Calls to 1800 numbers are free from any landline in the Republic of Ireland. Calls to 0044 870 numbers will cost no more than calls to 01 or 02 numbers in the UK. Calls from mobile phones may cost more. Calls to 0844 numbers cost less than 5p per minute from a BT line. Other network charges will vary.

#### **Complaints to Lloyd's**

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

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

Complaints, Lloyd's, One Lime Street, London EC3M 7HA

Tel: 020 7327 5693 Fax: 020 7327 5225

E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com) Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

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

## **Complaints to the Financial Ombudsman Service**

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

Its address is:

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

Phone: **0800 0234 567** if calling from a landline or switchboard **020 7964 1000** if calling from a mobile

**You** can visit the Financial Ombudsman Service website at [www.fos.org.uk](http://www.fos.org.uk)

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

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

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

## **Regulation**

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

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

## **Financial Services Compensation Scheme**

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

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

## B - IMPORTANT INFORMATION

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

It is important that:

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

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

### **Important Information You Have Given Us**

#### **1. Information You have given us**

In deciding to accept this policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

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

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

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

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

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

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Us** as soon as practicable.

### **Other Important Information**

#### **2. Cancellation - Cancelling this insurance**

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

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

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

### 3. **Cancellation – Cooling Off Period**

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

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

- (a) **You** notifying **Us** and returning the original Certificate of Insurance and any other certificates to **Us** within fourteen days of receipt;
- (b) no claims having been made and no incidents having arisen that could result in a claim under the policy

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

### 4. **Cancellation – Refund of Premium**

We may cancel this Policy at any time giving fourteen days notice by recorded delivery letter to Your address last known to Us and in such event We will return the pro-rata portion of the premium and tax for the unexpired Period of Insurance

You may cancel this Policy at any time by giving Us written notice and in such event We will return a percentage of the premium and tax paid for the current Period of Insurance in accordance with the table

below subject to

- 1) no claims having been made and no incidents having arisen that could result in a claim under this Policy
- 2) a minimum premium of €25 plus Insurance Premium Tax and Insurance Compensation Fund (ICF) Levy being retained by Us

Number of months on cover from commencement Percentage of current Premium of the Period of Insurance returned including Tax

Within 1 month 80%

Within 2 months 70%

Within 3 months 60%

Within 4 months 50%

Within 5 months 40%

Within 6 months 30%

Within 7 months 20%

Within 8 months 10%

More than 8 months 0%

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

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

**6. Claims - How to make a claim**

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

**Woodgate and Clarke**

The Red House, King Street  
West Malling  
ME19 6QT

Phone: **01732 520270**

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

**7. Claims – Things You must do**

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

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

- (a) notify **Us** as soon as possible but no later than
  - (i) 14 days after the date of loss for any claim in respect of riot, civil commotion, strikers, or locked out workers;
  - (ii) 14 days after the date of loss for any claim in respect of hired equipment; or
  - (iii) 14 days after the date of loss for any other loss, and provide full details of what has happened.
- (b) inform the Police as soon as possible following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
- (c) send to **Us** as soon as possible, but no later than fourteen (14) days after receipt, any letter, claim, writ, summons or other legal document **You** receive.
- (d) take all reasonable care to limit any loss, damage or injury.
- (e) not admit liability to any party or offer or agree to settle any claim without **Our** written permission

**8. Claims – To help us settle Your claim**

It is **Your** responsibility to prove any loss and therefore **We** may ask **You** to provide receipts, valuations, photographs, and any other relevant information and documents and assistance **We** may require to help with **Your** claim.

**9. Claims – How we deal with Your claim**

If **You** claim for loss or damage under this policy, **We** may, at **Our** discretion:

- (a) pay **You** in settlement of **Your** liability for all claims arising out of any one occurrence or series of occurrences attributable to one original cause either:
  - (i) the Limit of Insurance set out in the Certificate of Insurance; or
  - (ii) any lesser amount for which the claim or claims may be settled, less the amount of any **Excess** for which **We** have made payment.
- (b) take full responsibility for conducting, defending or settling any claim in **Your** name; and
- (c) take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance.



**10. Claims – Other Insurance**

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

**11. Claims – Fraudulent Claims**

If **You**, or anyone acting on **Your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means **We** will not pay the false or fraudulent claim, or any subsequent claim.

**12. Data Protection**

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

**13. Contracts (Rights of Third Parties) Act 1999**

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

**14. Law applicable to this policy**

The law of England and Wales will apply to this policy unless:

- (a) **You** and **We** agree otherwise; or
- (b) at the date of purchase or renewal of the policy **You** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

The policy shall be subject to the exclusive jurisdiction of the courts of England and Wales.

**15. Sanctions**

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

**16. Observance of Policy Terms**

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

**17. Reasonable Precautions**

**You** will take all reasonable precautions to prevent **Injury** loss or damage and take all reasonable measures to observe and fulfil the requirements of all statutory obligations and regulations.

**18. Payment of Premium**

The Premium will be paid when due otherwise all benefit under this policy will be forfeited and the policy will be cancelled from the date when the Premium was due.

**19. Alteration of Trade or Business**

**You** will notify **Us** in writing as soon as possible of any alteration in the nature of professional beauty treatments performed that may increase the risk of **Injury** or loss or damage.

**20. Value Added Tax**

If **You** are registered for VAT **We** will not pay the VAT element of any **Fees and Expenses** bills.

**21. Compliance with Local Authority Registration Requirements and Government Legislation**

**You** must register with **Your** Local Authority where this is a requirement of **Your** Local Authority and comply with all legislation relating to the **Treatments You** perform.

## **C - DEFINITIONS**

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

**Computer Equipment**

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

**Damage**

means accidental physical loss, damage, or destruction

**Defined Perils**

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

**Director**

means a director of **Your** business where **You** are a limited company

**Employee**

means any

- (a) person under a contract of service or apprenticeship with **You**
- (b) self-employed person labour only sub-contractor labour master or person supplied by any of them
- (c) person seconded to acquire work experience under a scheme or otherwise
- (d) person hired to or borrowed by **You**
- (e) voluntary worker

whilst working for **You** in the course of **Your Trade or Business**

**Fees and Expenses**

means any fees expenses and other disbursements reasonably incurred on **Your** behalf with **Our** written consent

**Hacking**

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

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

**Injury**

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

**Offshore**

means as from the time when **You** embark onto a conveyance at the point of final departure to an offshore rig offshore platform or offshore installation until the time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform or an offshore installation

**Partner**

means **Your** business partner where **You** are a partnership

**Polluting or Contaminating or Seeping Substances**

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

**Pollution or Contamination**

means

- (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere
- (b) all **Injury** or physical loss or physical damage to material property directly or indirectly caused by pollution or contamination

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

**Principal**

means any company firm organisation partnership or person for whom **You** are undertaking a form of **Treatment** for which **You** are qualified or from whom **You** are renting or leasing space or equipment at a **Salon**

**Products**

means goods including labels and containers and packaging

- (a) on which work has been completed by or on **Your** behalf, at **Your** normal place of business or that of the party who carried out the work on **Your** behalf
- or
- (b) which have been handled stored sold supplied transported or financed by **You** and which at the time of the event giving rise to a claim under this Section are not in **Your** custody or control

**Proposal**

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

**Qualified Person**

means a person over the age of 18 who holds the relevant certificates and qualifications applicable to the **Treatments** provided

**Remediation**

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

**Retroactive Date**

means the date three years prior to the inception date shown on the Certificate of Insurance.

**Salon**

means those parts of any premises other than private dwellings used for retail purposes in connection with the **Trade or Business**

**Territorial Limits**

means

- (a) the Republic of Ireland
- (b) any other member country of the European Union
- (c) elsewhere in the world (excluding the United States of America and Canada) in respect of **Injury** loss or damage caused by or arising from
  - (i) the supply of **Products**
  - (ii) **Your** clerical administrative and other non manual activities when **You** are normally resident within the territories specified in (1) of this Definition and occurring during any temporary visit made in connection with the **Trade or Business**

**Treatments**

means the standard **Treatments** and additional **Treatments** specified in the Certificate of Insurance as being insured

**Trade or Business**

means only the provision of **Treatments** for which insurance is provided as described in the Certificate of Insurance

**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

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

**We, Us or Our**

means InEvexco Limited on behalf of Ascot Underwriting Limited

**You or Your**

means the insured individual, partnership or company named in the Certificate of Insurance and includes

- (a) the legal personal representatives if **You** die in respect of liability incurred by **You**
- (b) at **Your** request, any **Director or Partner**

## D - PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION

### What is covered under this section

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

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

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

#### **Limit of Insurance**

**Our** maximum liability in respect of all payments made under this Section in respect of or arising out of any one occurrence or series of occurrences attributable to one original cause or source will not exceed the Limit of Insurance stated in the Certificate of Insurance except that in respect of liability arising from **Products** or **Treatments** **Our** maximum liability for all losses occurring in the aggregate during any one Period of Insurance shall not exceed the Limit of Insurance.

#### **Discharge of Liability**

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

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

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

#### **Legal Costs and Expenses**

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

- (a) representation at any coroner's inquest or inquiry in respect of any death
- (b) defending in any court of summary jurisdiction of any proceedings in respect of any act or omission relating to any event

which may be the subject of Insurance under this Section

#### **Legal Defence Costs**

**We** will be liable for all costs and expenses incurred with its written consent in respect of **Your** defence against prosecution or incurred in connection with appeal against conviction arising from a prosecution under the provisions of

- (a) the Health and Safety at Work etc Act 1974
- (b) the Health and Safety at Work (Northern Ireland) Order 1978
- (c) Part II of the Consumer Protection Act 1987

Provided that the offence under the legislation

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

**We** will not be liable under this Extension for

- (a) the cost of any fine or penalty
- (b) legal costs and expenses arising out of any deliberate act or omission by **You**
- (c) legal costs and expenses where cover is provided by any other insurance

#### **Retroactive Public and Products Liability Extension**

The cover provided by the Public and Products Liability Insurance Section is extended to cover **You** in respect of **Injury** caused prior to the inception date as shown on the Certificate of Insurance but for which a claim is first made against **You** during the Period of Insurance

This Extension shall only apply in so far as **You** are unable to establish the identity or existence of a previous insurer or are unable to obtain cover under any previous policy or insurance in respect of the **Injury**

Provided that

- (a) **Your** inability to obtain cover under any previous policy or insurance is not due to
  - (i) the **Injury** being excluded under the terms of any previous policy or insurance
  - (ii) the breach of any policy condition or the non-disclosure or misrepresentation or concealment of a material fact
  - (iii) the exhaustion or inadequacy of the limit of Insurance
  - (iv) the insurer
    - (1) having entered a scheme or arrangement with its creditors or otherwise being in administration or liquidation
    - (2) not being able or being unlikely to meet its liabilities
  - (v) **You** not having previously effected Public and Products Liability insurance
- (b) **We** will not be liable for any cause happening before the **Retroactive Date**.

#### **Cover to Principal Extension**

**We** will cover any **Principal** in respect of the legal liability of the **Principal** arising out of **Your** use of any facilities provided by the **Principal** under a contract or agreement provided that

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

#### **Non Injury Treatment Extension**

Where **Injury** has not occurred the **Public and Products Liability Section** is extended to cover **You** against legal liability in respect of any claim

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

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

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

Provided that

**We** will not be liable for

- (a) the first 10% of each claim
- (b) any cause of happening before the **Retroactive Date**

**Extended Claims Notification Period**

If **We** do not invite renewal of this policy for reasons other than non-compliance with the terms of this policy

**We** will provide cover under this Extension arising out of any claim

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

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

Provided that

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

## **Warranties applicable to this section**

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

### **IMPORTANT**

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

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

Warranties apply to any person providing Treatment. This means there is no cover under the policy if a person providing Treatment does so unless the Warranties applicable to that Treatment and all other terms and conditions of the policy are complied with.

### **Warranties applicable to Standard Treatments**

**You** warrant that

#### **1 Sterilisation**

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

#### **2 Qualifications**

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

For Advanced treatments and electrical treatments **You** will hold a level 3 beauty qualification and manufacturers training plus any additional qualification mentioned in the Advanced Treatments section of this wording.

Qualifications gained from online training **will not** be accepted.

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

#### **3 Manufacturer's Instructions**

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

#### **4 Age Restriction**

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

**You** will not apply Acrylic Nails to anyone under the age of 14

**You** will not perform the applicable advanced treatments on anyone under the age of 18



**5 Nail Extensions**

**You** will check that the client is not allergic to acrylics or plastics prior to applying false nails or nail extensions and before proceeding with the treatment.

**You** will not apply false nails or acrylic nail extensions to any person under the age of 14.

**6 Alpha Hydroxy Acid & Beta Hydroxy Acid Treatments**

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

**Alpha Hydroxy Acids (AHA) are defined as**

- (a) glycolic acid
- (b) lactic acid
- (c) malic acid
- (d) citric acid
- (e) glycolic acid plus ammonium glycolate
- (f) alpha-hydroxyethanoic acid plus ammonium alpha- hydroxyethanoate
- (g) alpha-hydroxyoctanoic acid
- (h) hydroxycaprylic acid
- (i) mixed fruit acid
- (j) tartaric acid
- (k) tri-alpha hydroxy fruit acids
- (l) triple fruit acid
- (m) sugar cane extract
- (n) alpha hydroxy and botanical complex
- (o) l-alpha hydroxy acid
- (p) glycomer in crosslinked fatty acids alpha nutrium (three AHAs)

**Beta Hydroxy Acids are defined as**

- (a) salicylic acid and related substances such as salicylate sodium
- (b) salicylate and willow extract
- (c) beta hydroxybutanoic acid
- (d) tropic acid
- (e) triethocanic acid

**7 Dietary and Nutritional Advice**

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

**8 Ear Piercing**

**You** will not perform ear piercing other than to the soft non-cartilaginous part of the ear lobe using a system designed to protect the gun instrument from contamination using pre-sterilised ear studs and back clasps

**9 Electrical Epilation**

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

- 10 Eyelash And Eyebrow Tinting Including Semi-Permanent Mascara**  
**You** will perform a sensitivity patch test on the client using the exact substance that is to be applied during the eyelash or eyebrow treatment at least 24 hours before applying the client's eyelash or eyebrow for the first time and will not proceed with the treatment if the results of the test are not satisfactory
- 11 Sunbed Equipment**  
(a) **Treatment** must be carried out in a **Salon**  
(b) **You** must comply with the Sunbeds (Regulation) Act 2010  
(c) there must be no more than a combined maximum of two sunbeds or tancabs within the **Salon**  
(d) the **Salon** must not be a Sunbed or Tanning salon only  
(e) **You** will ensure that prior to each time clients use sun bed equipment  
(i) each client is given full instructions  
(ii) each client reads the tanning equipment notice and signs a record to that effect each time they use the sun bed equipment  
(f) No clients under the age of 18 are permitted to use the equipment
- 12 Toning Tables**  
**You** must  
(a) have received training in the use of toning tables, power plates and vibro plates  
(b) take from the client their medical history and undertake a written consultation prior to use  
(c) ensure that the client signs the record card prior to each time they use the equipment stating that they are not suffering from any injury or medical condition that could be affected by the use of toning tables  
(d) display prominently the manufacturer's instructions  
(e) supervise use of toning tables and will remain on the premises continuously while the equipment is in use
- 13 Hair Colouring including Bikini Hair Colouring**  
**You** will perform a sensitivity patch test on the client using the exact substance that is to be applied during the Hair Colouring or Bikini Hair Colouring at least 24 hours prior to treating the client for the first time and will not proceed with the treatment if the results of the test are not satisfactory
- 14 Pregnancy Massage**  
**You** must  
(a) have the client's General Practitioner or Midwife's consent prior to treatment  
(b) not massage over the abdomen  
(c) not carry out treatment during the first trimester (12 weeks)  
(d) not massage pressure points on both sides of the ankles nor massage the webbing between thumb and index finger
- 15 Baby Massage**  
**You** must use a doll when teaching the parents/guardians how to carry out baby massage treatment
- 16 Waxing**  
**You** must hold the relevant qualification certificate for the waxing treatment carried out
- 17 Omnilux Treatments**  
**You** do not practise any Omnilux Revive or Omnilux Plus treatments other than skin rejuvenation or any form of Omnilux Blue or Omnilux PDT treatment

**18 Face and Body Painting**

A parent /guardian or responsible adult must be present to verbally consent to the face painting of a minor

No face painting may be carried out on any minor under the age of two years

**You must**

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

**19 Glitter Tattoos**

A parent guardian or responsible adult will be present to verbally consent to the application of the glitter tattoo on a minor

No glitter tattoos may be applied to any minor under the age of three years

**You must**

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

**20 Su-Do Body Art and Henna Body Art**

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

**21 Hartuderm Anti-Wrinkle Treatment**

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

**22 Thai Foot Massage**

**You** will not

- (a) under any circumstances carry out the treatment on persons that
  - (i) have infectious disorders of the feet
  - (ii) have severe bruising to the feet
  - (iii) are in the first trimester of pregnancy
  - (iv) are under the influence of drugs and/or alcohol
  - (v) have a fever or contagious disease
- (b) unless approval has been obtained in writing from their General Practitioner carry out the **Treatment** on persons that
  - (i) have severe circulatory problems such as high or low blood pressure

- (ii) are in the second or third trimester of pregnancy
- (iii) have arthritis of the feet
- (iv) are diabetic
- (v) have recently suffered haemorrhage or swellings
- (vi) have recently had an operation
- (vii) are receiving medical treatment or have a condition that might be affected by **Treatment**

**23 Thermo Auricular Therapy (Ear Candles)**

the ear candles used incorporate a safety filter

**24 Sports Massage**

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

**25 Hair Extensions**

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

**26 Sauna/Steam Room Treatments**

**You** will ensure that

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

**27 Sharps Disposal**

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

**28 Patch Testing**

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

- (a) Before the provision of the clients first treatment
- (b) After a change in their medical history
- (c) When **You** change any preparations used in tinting treatments or change the manufacturer of the tinting preparations
- (d) At intervals of not more than 12 months
- (e) In accordance with those terms already specified previously

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

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

**You** will not provide treatment following any allergic reaction to a skin test.

**29 Record Keeping**

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

**30 Aftercare**

For all treatments where the client is required to perform aftercare, written instructions describing that care will be given to each client by **You** on each occasion that the treatment is given

**31 Compliance with Local Authority Registration Requirements and Government Legislation**

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

**32 Hair Straightening Treatments**

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

**Warranties applicable to Advanced Treatments (Your Certificate of Insurance will state which of the following Additional Treatments are operative)**

**You** warrant that all the Additional **Treatments** will be carried out by a trained and qualified person and in respect of

**1 Low Power Laser Therapy for Dermatological and Chiropody Treatments Only** the treatments must be carried out within a **Salon**

- (a) which retains the services of a qualified Laser Protection Adviser
- (b) where **You** provide and adhere to appropriate treatment protocols

**2 (a) Red Vein Treatment Skin Tags, Warts, Milia and Spider Naevi By Advanced Electrolysis Shortwave Diathermy, Thermo-Coagulation, Veinwave, Thermavein and V Beauty, And Red Vein Treatment And Spider Naevi By The Sterex Blend Method and Cryopen Treatment**

**You** will check that approval has been given by the client's own General Practitioner In respect of the removal of warts or moles before commencing the **Treatments**

In respect of the **Treatment** of Blood Spots and Dermatitis Papulosa Nigra **You** must hold a Sterex Advanced Certificate

- (b) **Red Vein Treatment, Skin Tags, Warts, Milia and Spider Naevi by Laser System or Intense Pulsed Light or Cryopen Treatment** must be carried out within a **Salon**

- (i) which retains the services of a qualified Laser Protection Adviser
- (ii) where **You** provide and adhere to appropriate treatment protocols
- (iii) in relation to Cryopen treatments all operatives will have trained with Cryosthetics or a trainer that has been specifically agreed by **Us**
- (iv) Cryopen must only be used for the treatment of Skin Tags, Milia, Warts, Moles, Solar Lentigo and Cherry Angiomas

**3 Sclerotherapy by Hypodermic Injection, Mesotherapy by Use of Injection,**

Sclerotherapy for the treatment of Thread Veins and Spider Naevi by hypodermic injection treatment will be performed in accordance with advice from the clients General Practitioner and **You** have completed an approved training course in Sclerotherapy delivered by an appropriate practitioner.

In respect of Mesotherapy **You** must be fully trained and qualified to carry out the treatment

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

**You** warrant that treatment will not be carried out on any person under the age of 18

**We** will not be liable for any **Injury** caused by the treatment of varicose veins

**4 (a) Intense Pulsed Light (IPL) Intense Flash Light (IFL) Variable Pulsed Light (VPL) or Light Heat Energy (LHE) and Laser Hair Removal**

**You** warrant that **Treatments** are carried out within a **Salon**

- (i) which retains the services of a qualified Laser Protection Adviser
- (ii) where **You** provide and adhere to appropriate treatment protocols

**You** warrant that **You** have completed and attained a qualification in respect of

- (i) Core of Knowledge training in respect of the use of Lasers and IPL and;
- (ii) An Artificial Optical Radiation Safety Course and;
- (iii) an Operational Training Course from the manufacturer or supplier of the equipment or an Operational Training Course provided by a professional training company designed for Laser and IPL treatments; and
- (iv) Level 3 NVQ or equivalent qualification in beauty treatments

**(b) Low Power Laser Therapy for Dermatological and Chiropody Treatments Only**

treatments must be carried out within a **Salon**

- (i) which retains the services of a qualified Laser Protection Adviser
- (ii) where **You** provide and adhere to appropriate treatment protocols

**(c) Red Vein Treatment Skin Tags, Warts, Milia and Spider Naevi By Advanced Electrolysis Shortwave Diathermy, Thermo-Coagulation, Veinwave, Thermavein and V Beauty, And Red Vein Treatment and Spider Naevi By The Sterex Blend Method and Cryopen Treatment**

**You** will check that approval has been given by the client's own General Practitioner In respect of the removal of warts or moles before commencing the **Treatments**

In respect of the **Treatment** of Blood Spots and Dermatitis Papulosa Nigra **You** must hold a Sterex Advanced Certificate

(d) **Red Vein Treatment, Skin Tags, Warts, Milia and Spider Naevi by Laser System or Intense Pulsed Light or Cryopen Treatment**

must be carried out within a **Salon**

- (i) which retains the services of a qualified Laser Protection Adviser
- (ii) where **You** provide and adhere to appropriate treatment protocols
- (iii) in relation to Cryopen treatments all operatives will have trained with Cryosmetics or a trainer that has been specifically agreed by **Us**
- (iv) Cryopen must only be used for the treatment of Skin Tags, Milia, Warts, Moles, Solar Lentigo and Cherry Angiomas

(e) **Micro Epidermal Skin Technology, Micro Dermabrasion, Skin Rejuvenation, Photo Rejuvenation and Acne Clearance by Intense Pulsed Light, Variable Pulsed Light, Light Heat Energy and Laser Systems, Inch Loss by Laser Lipo**

must be carried out within a **Salon**

- (i) which retains the services of a qualified Laser Protection Adviser
- (ii) where **You** provide and adhere to appropriate treatment protocols

**We** will not be liable for liability in respect of Smart Lipo and Tattoo Removal

## **5 Micropigmentation, Microblading, Dermatude, Dermapen and Meso Vytal**

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

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

(a) **Basic Micropigmentation Procedures**

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

(b) **Advanced Micropigmentation Procedures**

- (i) **You** will perform a sensitivity patch test on the client using the exact substance that is to be applied during the Micropigmentation treatment at least 24 hours before the proposed Micropigmentation treatment and will not proceed with the treatment if the results of the test are not satisfactory
- (ii) if there is an allergic reaction then **We** will not be liable for any **Treatment** carried out subsequently
- (iii) a consent form is completed and signed by the client prior to the treatment

- (iv) **You** will use a new sterile needle for each new **Treatment** which will be disposed of immediately afterwards into a sharps container
- (v) **You** have been trained for Advanced Procedures by one of the following approved trainers/training schools:
  - Dawn Cragg (London)
  - Nouveau Contour Ltd
  - Specialist Make-Up Services Ltd
  - Natural Enhancements Ltd
  - Finishing Touches (SPMU) Ltd
- (vi) **You** will not carry out treatment on any person under the age of 18

(c) **Dermatude Procedures**

**You** will ensure that

- (i) a consent form is completed and signed by the client prior to the treatment
- (ii) **You** have been trained by one of the following approved trainers/training schools:
  - Dawn Cragg (London)
  - Finishing Touches (SPMU) Ltd
- (iii) **You** will not carry out treatment on any person under the age of 18

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

The following Micropigmentation procedures are excluded:

- (a) Tattoo Removal and All other procedures

**6 Micro Epidermal Skin Technology, Micro Dermabrasion, Skin Rejuvenation, Photo Rejuvenation and Acne Clearance by Intense Pulsed Light, Variable Pulsed Light, Light Heat Energy and Laser Systems, Inch Loss by Laser Lipo**

must be carried out within a **Salon**

- (a) which retains the services of a qualified Laser Protection Adviser
- (b) where **You** provide and adhere to appropriate treatment protocols

**We** will not be liable for liability in respect of Smart Lipo and Tattoo Removal

**7 Ear Piercing of the Cartilaginous Part of the Ear**

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

**8 Trichloroacetic Acid (TCA) Peels Maximum 7% TCA and 2% Salicylic Acid**

TCA (Trichloroacetic Acid) Peel treatments;

- (a) **You** will provide the client with a full and thorough consultation and obtain a signed consent form from the client
- (b) **You** will provide the client with written before and after care instructions and ensure the client signs a record card confirming that they will comply with the before and after care instructions
- (c) **You** will perform a sensitivity patch test on the client using the exact substance that is to be applied during the TCA treatment in accordance with the manufacturer's instructions 24 hours before the proposed treatment and will not proceed with the treatment if the results of the test are not satisfactory



- (d) **You** will not carry out this treatment on any person who is pregnant
- (e) **You** will not carry out this treatment on any person with sores or open cuts or wounds
- (f) **You** will not carry out this treatment on any person who has an allergy to Aspirin or anyone who is using Retinoic Acid or Retin A
- (g) the maximum concentration of Trichloroacetic Acid will not exceed 7% and Salicylic Acid will not exceed 2%
- (h) **You** will not carry out treatment on any person under the age of 18

**We** will not be liable for any **Injury** where the concentration of TCA (Trichloroacetic Acid 7% combined with Salicylic Acid 2%) exceeds these respective percentages unless otherwise agreed in writing by **Us**

## 9 **Cryotherapy Induced Lipolysis (Cryolipolysis) and Ultrasonic Lipo Cavitation**

Cryotherapy Induced Lipolysis (Cryolipolysis) **You** warrant that;

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

Ultrasonic Lipo Cavitation **You** warrant that;

- (a) **You** have completed Level 3 NVQ or Equivalent for Beauty and Electrical treatments; and
- (b) **You** hold a minimum Level 2 Anatomy and Physiology Qualification; and
- (c) **You** have completed a manufacturers or professional training course for this treatment and are fully qualified to provide this specific treatment
- (d) this Additional **Treatment** will not be carried out on any person who has any condition which is a contra-indication to treatment
- (e) this Additional **Treatment** will not be carried out on any person under the age of 18
- (f) a consent form is completed and signed by the client prior to **Treatment**

**We** will not be liable for any liability in respect of Smart Lipo or any surgical or **Invasive** treatment

## 10 **Micro-Needling, Dermalroller and Collagen Induction Therapy**

- (a) A local anaesthetic cream is used that is not based on nanosomes
- (b) Rollers with needles longer than 1.5mm will not be used
- (c) Each medical roller will
  - (i) only be used for one customer
  - (ii) be sterilised prior to each use
  - (iii) be discarded after 6 uses
  - (iv) sterilisation fluids used to sterilise medical rollers are replaced daily

## **What is not covered under this section**

These exclusions apply in addition to the General Exclusions

**We** will not pay for

### **1. Non Compliance with Warranties**

liability arising out of advice instruction consultancy operation dispensing design formula specification inspection certification or testing performed or provided by **You** or the action of any commodity or **Product** used or administered by **You** in respect of any of the Treatments or attached Endorsements while **You** are in breach of warranty and the non-compliance leads to or contributes in any way towards a claim that would otherwise be covered.

If, however, **You** remedy **Your** breach of warranty, **We** will pay claims for subsequent losses, unless they were attributable to something happening before the breach was remedied. **We** will also pay claims for loss occurring or attributable to something happening before the breach of warranty.

A breach of warranty unrelated to a claim may result in suspension of cover until said warranty is remedied.

### **2. Hiring Out**

liability arising out of the hiring out of equipment

### **3. Liquidated Damages**

liquidated damages or penalties or fines or punitive or exemplary or aggravated damages or any damages resulting from multiplication of compensatory damages

### **4. Excluded Locations**

liability arising in connection with work on or in

- (a) docks harbours or railways
- (b) watercraft or offshore gas or oil installations
- (c) chemical or petrochemical works oil or gas refineries or storage facilities
- (d) aircraft airports or airfields
- (e) collieries mines or quarries
- (f) power stations
- (g) any installation where nuclear processing is undertaken

### **5. Defective Products**

loss of or damage to or the cost of repairing or replacing defective **Products** or the cost of rectifying defective workmanship

### **6. Liability Under An Agreement**

liability assumed under any contract or agreement where liability would not have arisen in the absence of the contract or agreement

### **7. Injury to Employees**

liability for **Injury** to any **Employee** where the **Injury** arises out of and in the course of employment by **You**

### **8. Offshore**

liability arising out of any work undertaken and/or visit **Offshore**

**9. Property In Your Custody**

liability for or arising out of loss of or damage to material property in the custody or control of or owned by **You** other than premises including contents not owned rented to or leased by **You** but temporarily occupied by **You** in order that work thereon may be effected by **You**

**10. Danne Montague King Treatments**

liability arising out of any Scar revision treatments

**11. Hair Straightening Treatments**

liability arising out of the use of any product containing more than 0.2% formaldehyde

**12. Pollution**

liability in respect of **Pollution or Contamination** including the cost of removing nullifying or cleaning up **Polluting or Contaminating or Seeping Substances or Remediation** unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific moment in time and place during the Period of Insurance

Provided that

- (a) all **Pollution or Contamination** which arises out of one occurrence will be deemed to have occurred at the time the occurrence takes place
- (b) **Our** liability for all damages and claimant's costs and expenses payable in respect of all **Pollution or Contamination** which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Insurance stated in the Certificate of Insurance but in no event shall this policy cover any liability in respect of **Pollution or Contamination** including the cost of removing nullifying or cleaning up **Polluting or Contaminating or Seeping Substances or Remediation** in the United States of America or Canada

**13. Vehicles and Craft**

liability arising in connection with

- (a) watercraft hovercraft or aircraft
- (b) any mechanically propelled vehicle which is required to be insured under any road traffic legislation or is the subject of other security except the loading or unloading of vehicles or trailers provided that cover is not afforded by any other insurance

**14. Property Damage Excess**

the first €200 of any claim for loss of or damage to material property

**15. Date Recognition / Discontinuity**

liability directly or indirectly caused by or contributed to or arising from the failure of any computer or other equipment or system for processing storing or retrieving data whether **Your** property or not and whether occurring before during or after the year 2000

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

**16. Faulty Advice or Design**

liability arising out of advice design formula plan or specification given by **You** or by anyone on **Your** behalf separately for a fee or other remuneration

**17. Asbestos**

any liability arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos

This Exclusion shall not apply in respect of removal or disposal provided that:

- (a) the activity does not form part of **Your** usual **Trade or Business** or contract and
- (b) the discovery of asbestos by **You** is unintentional and accidental and
- (c) upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and
- (d) an HSE licensed asbestos removal contractor is employed if legally required
  - (i) to make safe the area in which the discovery is made as soon as is practicable
  - (ii) who has Employers Liability and Public Liability insurances in force
    - (1) that provide Limits of Insurance no less than those stated in the Certificate of Insurance and
    - (2) that do not exclude the work to be carried out

**18. Salon Premises**

liability arising in connection with

- (a) any **Injury** caused by or arising out of
  - (i) any **Treatment** carried out by any person other than **You**
  - (ii) any **Trade or Business** operating from any **Salon** or any part of any **Salon** operated by **You** as the owner other than where a formal contract exists between **You** and the owner of the **Salon** making **You** responsible for maintenance of the **Salon** or any equipment provided by the owner of the **Salon**
- (b) any damage to third party property caused by any person other than **You** occurring at any **Salon** premises owned leased or rented by **You** or in which **You** are undertaking work

**19. Physical Mental and Sexual Abuse**

any liability caused by or arising from any actual or alleged physical mental or sexual abuse

**20. Entertainment Productions**

any liability arising out of or in connection with Film Productions Television Productions or Professional Theatrical Productions

**21. Aromatherapy**

any liability arising out of or in connection with the supply or application of any Aromatherapy product which is intended to be administered orally anally or otherwise internally

**22. Product Import Limitations**

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

**23. Teacher Training**

liability in respect of a training establishment or training course run by **You** and offered to the public as delivering a qualification of competency, unless cover is arranged to do so and stated as such in **Your** certificate.

**24. Students Work**

any liability arising out of or in connection with any **Treatment** carried out by **You** where **You** are not qualified in the **Treatment** being undertaken except

- (a) under the direct supervision of a **Qualified Person** or
- (b) for students case study work, or for other work prior to qualification being obtained, if deemed ready or competent to do so by **Your** school or tutor

providing that

- (a) **You** do not practise outside the scope of what **You** have been taught and that regular supervision, ongoing case consultation and review for case studies is in place
- (b) **You** are to declare to any person prior to offering **Treatment** that **You** are not qualified
- (c) **You** may charge a fee if appropriate, provided this is allowed by the tutor or school in question and that it is a modest amount and evidently lower than an experienced and qualified professional would normally charge

## E - TEACHER TRAINING INSURANCE EXTENSION

(Applicable only if shown as operative on the Certificate of Insurance)

### What is covered under this section

The Public and Products Liability Insurance Section is extended to cover **You** against accidental

- (a) **Injury** to any person
  - (b) physical loss of or physical damage to material property
- occurring within the **Territorial Limits** in connection with the **Trade or Business** during the Period of Insurance caused by any of **Your** students but only whilst students are working under **Your** direction control and supervision

Provided that

- (a) **You** would have been entitled to cover under this Section if the claim had been made against **You**
- (b) the full conduct and control of all claims is vested in **Us**
- (c) the student is not entitled to cover under any other insurance
- (d) **Our** maximum liability in respect of all payments made under The **Insurance** and this Section Extension in respect of or arising out of any one occurrence or series of occurrences attributable to one original cause or source will not exceed in the aggregate the Limit of Insurance stated in the Certificate of Insurance

### **Qualifications and Accreditation**

It is a condition precedent to **Our** liability that:

- (a) **You** hold a minimum Level 3 Diploma in the subject **You** are teaching
- (b) **You** have a PTLLS, CTLLS or DTLLS teaching qualification or a Level 3 Award in Education and Training, a Level 4 Certificate in Education and Training or a Level 5 Diploma in Education and Training
- (c) the course **You** are providing has been accredited by **Us**
- (d) there are no more than 15 students per class

This means that **We** may not pay claims for losses falling under this section where **You** breach any of the above conditions unless the breach was totally irrelevant and could not have affected the actual loss suffered.

### **Pregnancy Massage and Thai Foot Massage**

It is a condition precedent to **Our** liability that any person used in respect of teacher training is not pregnant.

This means that **We** may not pay claims for losses falling under this section where **You** breach the above condition unless the breach was totally irrelevant and could not have affected the actual loss suffered.

**Applicable only if shown as operative on the Certificate of Insurance**

Cover in respect of Teacher Training is restricted to the following **Treatments**

- Acupressure
- Alkaline Skin Wash
- Aqua Detox
- Aromatherapy including blending of aromatherapy oils into base oils
- Anatomy & Physiology
- Bio Detox
- Bleaching of Superfluous Hair
- Body Electrotherapy
- Body Wrapping including Ionithermie
- Bowen Technique
- Business Management
- Cleansing
- Colonic Massage
- Cosmetic Brushing
- Crystal Healing
- Crystal Sound
- Depilatory Creams
- Ear Piercing (soft non-cartilaginous part only)
- Earth Oxygen Electrical Epilation (Short Wave Diathermy, Blend, Tweezer and Non Invasive Methods)
- Electrical Slimming/Body Toning treatments
- Eyebrow Plucking
- Eyebrow Tweezing
- Eyebrow Threading
- Eyelash Curling
- Eyelash and Eyebrow Tinting
- Eyelash Perming
- Face and Body Painting including Henna Art
- Facial and Body
- Electrotherapy
- Facials, Facial Massage (including Oxygen, Chi and Ayurvedic Facials), Masks, Scrubs, Steaming and Shirodhara
- False Eyelashes
- Fashion
- Galvanic Body and Facial Treatment
- Heat Treatments
- High Frequency Treatments (Direct and Indirect)
- Hopi Ear Candles / Thermo Auricular Therapy
- Lymphatic Drainage Massage
- Manual Treatments for Cellulite and Stretch Marks
- Application of False Tanning Products including Airbrush tanning and spray tanning
- Massage (Ayurvedic Body & Face, Baby, Balinese, Body, Chieneitsang, Chinese Foot, Facial, Hands Free, Head, Indian Head, Indian Face, Indonesian Traditional, Korean Hand, Lava Shell, Linn T, Lomi Lomi (Hawaiian), Mongolian Hot Oil, Mongolian Sky Energy, Pinda Sweda, Swedish, Thai, Thai Compress, Thai Foot, Trager, TuiNa)
- Master Energy Colour Therapy
- Meditation
- Microcurrent
- Microdermabrasion
- Micro Electrotherapy
- Oxygen anti-wrinkle treatments
- Oxygenating Massage
- Pregnancy Massage
- Quantum Touch
- Reflexology
- Reiki
- Remedial Camouflage
- Shiatsu
- Seichem RESET
- Steam and Sauna
- Stone Therapy and Stone Massage
- Su-Do Body Art
- Sugaring
- Threading
- Usui Reiki Shiki Ryoho
- Waxing – hot, cool, cold, Brazilian and Hollywood
- Make-up - to include the application of Amateur Theatrical Make-up and Fantasy Make-up

**Hair Treatments:**

- Hair Styling
- Hair Drying

**Nail Treatments:**

- Manicure
- Pedicure
- File and Varnish
- Nail Art
- Nail Extensions
- Paraffin Wax
- Gel Polish

## F - PROPERTY / EQUIPMENT INSURANCE EXTENSION

(Applicable only if shown as operative on the Certificate of Insurance)

### What is covered under this section

**We** will cover **You** against loss or damage occurring within the **Territorial Limits** during the Period of Insurance to stock, equipment, fixtures, fittings and all other equipment used in connection with the **Trade** or **Business** including **Computer Equipment** being **Your** property or hired in for which **You** are responsible under a written contract of hire for an amount not exceeding **£5,000** any one occurrence or series of occurrences attributable to one original cause or source

### Conditions

The following Conditions apply in addition to the General Conditions

- (a) All losses involving theft or disappearance shall be reported as soon as possible to the police
- (b) **You** shall provide all help assistance and cooperation required by **Us** in connection with any claim
- (c) **We** shall be entitled
  - (i) on the happening of any loss or damage to take and keep possession of the property and to deal with the salvage in a reasonable manner but property may not be abandoned to **Us**
  - (ii) to cover **You** by payment of the amount of the loss or a replacement or repair of the property or any part of it insofar as it is practicable to do so and **You** shall at no cost to **Us** produce any plans documents books and information as **We** may reasonably require
- (d) If at the time of any loss or destruction of or damage to Property there is any other insurance covering the same Property **We** shall not be liable for more than its rateable proportion of any claim for the loss destruction or damage
- (e) In the absence of written notice by **You** or **Us** to the contrary **Our** liability shall not stand reduced by the amount of any loss provided that **You** undertake to pay the appropriate additional premium for the reinstatement of the amount of the loss

### Basis of Settlement

- (a) In respect of stock **We** will pay the value of the property at the time of its loss or destruction or the amount of the damage
- (b) In respect of equipment, fixtures, fittings and all other equipment **We** will pay the cost of reinstatement being
  - (i) in the case of fixtures the cost of rebuilding
  - (ii) in the case of other property the cost of replacement by similar property

### What is not covered under this section

*These apply in addition to the General Exclusions*

**We** will not be liable for

- (a) *loss of or damage to money, documents or title deeds, bonds, bills of exchange, promissory notes, precious stones, bullion, gold or silver articles, jewellery and motor vehicles*
- (b) *loss or damage due to wear and tear, moths, vermin, deterioration, rust or any other gradually operating cause (unless consequent upon accident to the conveyance fire or explosion), depreciation, delay or mechanical or electrical breakdown or failure*
- (c) *inherent vice, latent defect, frost, change in water table level, faulty or defective design, defective workmanship or operational error omission on **Your** part*
- (d) *loss of or damage to property more specifically insured under a separate policy of insurance*
- (e) *theft from any unattended vehicle unless*



- (i) *all property insured in the vehicle is kept out of sight in a locked boot and the vehicle is locked at all points of access*
- (ii) *between the hours of 9pm and 7am the vehicle is garaged in a securely locked and closed building or parked in a yard which is fully enclosed and securely closed and locked*
- (f) *loss of or damage caused by theft, attempted theft, malicious persons or storm to any property insured in any soft topped or open sided vehicle*
- (g) *loss, destruction or damage caused by acts of fraud or dishonesty*
- (h) *disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error*
- (i) *the first £50 of each loss*
- (j) *loss of or damage to property in the open caused by wind, hail, rain, sleet, snow, flood or dust*
- (k) *theft or any attempt thereat from a building not involving forcible or violent entry into or exit from the building and excluding in any event loss or damage*
  - (i) *from any building(s) or part of any building(s) incapable of being locked*
  - (ii) *where **You** or any **Employee** or any member of **Your** family or household is concerned as principal or accessory*
  - (iii) *caused by any tenant or occupier of the building(s) or persons lawfully in the building(s)*
- (l) *theft of unattended property in the open*

## **G - WHAT IS NOT COVERED UNDER THIS POLICY**

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

**We** will not be liable for

### **1 Nuclear Risks**

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

### **2 War Risks**

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

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

### **3 Pressure Waves**

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

### **4 Fines or Penalties**

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

### **5 Fraud**

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

### **6 Change in Water Table Level**

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

### **7 Pure Financial Loss Exclusion**

liability for financial loss which is not consequent upon Injury and/or Damage

### **8 Terrorism**

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

- (a) any act of **TERRORISM** regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (b) any action taken in controlling preventing suppressing or in any way relating to any act of **TERRORISM**

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

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

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

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

## **9 Date Recognition / Discontinuity**

loss damage or destruction directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether **Your** property or not and whether occurring before during or after the Year 2000

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

but should loss damage or destruction result in additional loss or damage (which is not otherwise excluded) caused by

- (a) fire lightning explosion earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves storm flood escape of water from any tank apparatus or pipe impact by a road vehicle or animal or any article dropped from a road vehicle or
- (b) theft where insured and not otherwise excluded then this Exclusion shall not apply to any additional loss or damage

This General Exclusion does not apply to the Public and Products Liability Insurance Section

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

**10 Virus or Similar Mechanism**

- (a) loss damage or destruction to **Computer Equipment** auxiliary equipment or computer media directly or indirectly occasioned by or arising from **Virus or Similar Mechanism or Hacking**
- (b) additional Costs of Working in consequence directly or indirectly of **Virus or Similar Mechanism or Hacking**
- (c) loss destruction or damage to the **Computer Equipment** auxiliary equipment or any computer media directly or indirectly caused by or consisting of or additional costs and expenses arising directly or indirectly from the failure of any computer or other equipment or system for recognising capturing saving retaining storing manipulating interpreting calculating or retrieving data whether **Your** property or not and whether occurring before during or after the Year 2000
  - (i) correctly to recognise any date as its true calendar date or
  - (ii) correctly to recognise capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of
    - (1) treating any date otherwise than as its true calendar date or
    - (2) the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes loss of data or information or command or instruction or the inability correctly to capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process the data or information or command or instruction on or after any date or
  - (iii) otherwise to function correctly

This General Exclusion does not apply to the Public and Products Liability Insurance Section

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

**11 Northern Ireland**

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

**12 Pollution or Contamination**

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

This General Exclusion does not apply to the Public and Products Liability Insurance Section and its Extensions

**13 Excluded Property and Contingencies**

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