

Underwritten by



# FREELANCE INSURANCE

Policy

Just Hair is a trading style of **ACM Broking Limited**





## Policy information

### General

This Policy is administered by ACM Broking Ltd, utilising the trading style Just Hair Insurance. ACM Broking Ltd are independent insurance brokers who are authorised and regulated by the Financial Services Authority. Registered in England (No: 3841776).

The scheme is underwritten by Royal & Sun Alliance Insurance plc. Registered in England and Wales (Number: 93792) at St Marks Court, Chart Way, Horsham, West Sussex, RH12 1XL. Authorised and regulated by the Financial Services Authority.

### Claim notification

All notifications and correspondence to be referred to:

ACM Broking Ltd  
Building Research Establishment  
Bucknalls Lane  
Watford  
Hertfordshire  
WD25 9XX

Tel: 01923 894360  
Fax: 01923 894361  
Email: [claims@acmbroking.com](mailto:claims@acmbroking.com)

### How to cancel your policy

Contact ACM Broking Ltd in writing.

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**THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT PLEASE ADVISE YOUR INSURANCE ADVISER AS SOON AS REASONABLY PRACTICAL**

**WE WOULD REMIND YOU THAT YOU ARE REQUIRED TO INFORM US AS SOON AS REASONABLY PRACTICALLY OF ANY FACTS OR CHANGES WHICH WE WOULD TAKE INTO ACCOUNT IN OUR ASSESSMENT OR ACCEPTANCE OF THIS INSURANCE. FAILURE TO DO SO MAY INVALIDATE YOUR POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY. IF YOU ARE IN ANY DOUBT AS TO WHETHER A FACT IS MATERIAL OR NOT, PLEASE CONTACT YOUR INSURANCE ADVISER**

Royal & Sun Alliance Insurance plc (herein called the Company) and the Policyholder agree that

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

The Statement of Fact or any information supplied by the Policyholder shall be incorporated in the contract and form the basis of the contract

The Company will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Policyholder shall pay and the Company shall agree to accept the Premium

**Statement of Fact** shall mean the document setting out information provided by the Policyholder or their representative as being relevant to the cover applied for and assumptions the Company has made about factual circumstances relevant to the cover and which are confirmed by the Policyholder as true and correct

# General Conditions Applicable to Public Products Liability insurance Property Damage insurance and Money insurance

## 1 Policy Voidable

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

## 2 Observance of Terms

It is a requirement of this Policy that liability of the Company is conditional upon observance of the terms of this Policy relating to anything to be done or complied with by the Policyholder or any other Person Entitled to Indemnity this shall include any requirements described in this Policy or any clause attaching to and forming part of this Policy as condition precedents to any liability of the Company except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland and the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees

## 3 Reasonable Precautions

The Policyholder at his own expense shall

- (A) take all reasonable precautions to prevent or diminish loss destruction or damage or any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant caravans and vehicles in sound condition
- (B) exercise care in the selection and supervision of employees
- (C) as soon as reasonably practical after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such reasonable additional precautions to be taken as the circumstances may require

## 4 Alterations

This Policy shall be avoided if

- (A) the Business be wound up or carried on by a liquidator or receiver or permanently discontinued or
- (B) the Policyholder's interest cease otherwise than by death or
- (C) any alteration be made either in the Business or in the Premises or property therein or any other circumstances whereby the risk is increased

at any time after the commencement of this insurance unless its continuance be admitted by memorandum signed by or on behalf of the Company

## 5 Cancellation

This Policy may be cancelled

- (A) by the Company giving 30 days notice in writing to the Policyholder at his last known address Thereupon the Policyholder shall become entitled to a proportionate return of premium

- (B) by the Policyholder giving 30 days notice in writing to the Company at the address shown in the Schedule The Policyholder shall not be entitled to any return premium accordance with the Company's usual short period scale

The Policyholder shall not be entitled to any return premium if a claim has been made in the then current Period of Insurance

## 6 The Company's Liability

For all purposes including but not limited to the application of the Sums Insured or Limits of Indemnity and consideration of when and how the Policy will respond all parties included in the definition of the Policyholder in the Schedule shall constitute one Policyholder or one party or legal entity so that there will be only two parties to the contract of insurance between the Policyholder and the Company

## 7 Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws Unless the parties agree otherwise in writing the Insurer has agreed with the Policyholder that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Policyholder is based or if the Policyholder is based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Policyholder is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Policyholder is based or if the Policyholder is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Policyholder is based

# Claims Conditions Applicable to Public Products Liability insurance Property Damage insurance and Money insurance

## 1 Fraud

If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Policyholder or anyone acting on his behalf to obtain any benefit under this Policy or if any loss destruction or damage be occasioned by the wilful act or with the connivance of the Policyholder all benefit under this Policy shall be forfeited

## 2 Action by the Policyholder

On the discovery of any circumstance or event which may give rise to a claim under this Policy the Policyholder shall

- (A) notify the Company in writing as soon as reasonably practical
- (B) give immediate notice to the Police Authority in respect of loss destruction or damage (other than by fire or explosion) caused by malicious persons or thieves if insured by this Policy
- (C) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss destruction or damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss
- (D) as soon as reasonably possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
- (E) within 30 days (7 days in the case of loss destruction or damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons if insured by this Policy) after the circumstances or event or of the expiry of the Indemnity Period or such further time as the Company may allow at his own expense deliver to the Company
  - (1) full information in writing of the claim
  - (2) details of any other insurance relating to the claim
  - (3) all such business books documents proofs information explanation and other evidence as may be reasonably required all of which information and details may be produced by the Policyholder's professional accountants or auditors who are regularly acting as such their report being prima facie evidence of such information and details
  - (4) if demanded a statutory declaration of the truth of the claim and of any matter connected with it

Every letter claim writ summons and process in connection with such circumstances shall be forwarded to the Company without undue delay on receipt

Written notice shall also be given without undue delay by the Policyholder to the Company immediately the Policyholder shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this Policy

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Policyholder without the written consent of the Company which shall be entitled to take over and conduct in the name of the Policyholder the defence or settlement of any claim or to prosecute any claim in the name of the Policyholder for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

The Policyholder shall give all such assistance as the Company may reasonably require

If the terms of this condition have not been complied with

- (1) no claim under this Policy shall be payable
- (2) any payment on account of the claim already made shall be repaid to the Company immediately

## 3 Rights of The Company - applicable only to Property Damage Insurance

- (A) On the happening of any loss destruction or damage in respect of which a claim is made or may be made under this Policy the Company and any person authorised by them may
  - (1) enter take or keep possession of the Premises where such loss destruction or damage has occurred
  - (2) take possession of or require to be delivered to them the property insured
  - (3) deal with such property for all reasonable purposes and in any reasonable manner

without thereby incurring liability or diminishing any of the Company's rights under this Policy
- (B) No property may be abandoned to the Company whether taken possession of by the Company or not

## 4 Rights of Recovery

The Policyholder shall at the Company's request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the Company indemnifies the Policyholder

The Company shall not enforce any rights against any company being parent of or subsidiary to the Policyholder or any company which is a subsidiary of a parent company of which the Policyholder are themselves a subsidiary in each case within the meaning of Sections 736 and 744 of the Companies Act 1985 or Articles 2 and 4 of the Companies (Northern Ireland) Order 1986

## **5 Contribution**

Applicable to Property Damage Insurance

If at the time of any claim there is any other insurance covering the Policyholder's interest in the property lost destroyed or damaged or the same legal liability the Company's liability under this Policy shall be limited to its rateable proportion of such claim. If any such other insurance is subject to any condition of average this Policy if not already subject to any condition of average shall be subject to average in like manner.

If any other insurance effected by or on behalf of the Policyholder is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the loss destruction or damage the Company's liability hereunder shall be limited to such proportion of the loss destruction or damage as the sum hereby insured bears to the value of the property.

## **6 Arbitration**

Applicable to Property Damage and Money Insurance

If any difference shall arise as to the amount to be paid under this Policy (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 to any right of action against the Company.

## Section A Public/Products Liability

### Definitions

#### 1 Person Entitled to Indemnity

Person Entitled to Indemnity shall mean

- A) the Policyholder
- B) the personal representatives of the Policyholder in respect of legal liability incurred by the Policyholder

#### 2 Injury

Injury shall mean

##### Public/Products Liability and Legal Defence Costs (Part B)

bodily injury mental injury death disease illness wrongful arrest or false imprisonment

##### Legal Defence Costs (Part A)

bodily injury death disease or illness

#### 3 Property

Property shall mean material property but shall not include Data

#### 4 Data

Data shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

#### 5 Business

Business shall mean that which is specified in the Schedule and conducted solely from

- A) premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- B) whilst outside those territories listed in a) above for a period of upto and including 31 days but not extending to United States of America its territories and possessions and Canada

and shall include teaching in connection with the Policyholder's occupation but excluding ownership management or control of any school college or training establishment

#### 6 Offshore

conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform

#### 7 Event

Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

#### 8 Policyholder's Contribution

Policyholder's Contribution shall mean the amount or amounts specified in the Schedule which the Policyholder agrees to pay

#### 9 Intellectual Property Rights

Intellectual Property Rights shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property

#### 10 Terrorism

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

#### 11 Asbestos

Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

#### 12 Asbestos Dust

Asbestos Dust shall mean fibres or particles of Asbestos

#### 13 Asbestos Containing Materials

Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust

#### 14 Failure of a System

Failure of a System shall mean the complete or partial failure or inability whether in terms of availability functionality including performance or otherwise of a System whether or not owned by the Policyholder to operate at any time as desired as specified or as required in the circumstances of the Policyholder's business activities

#### 15 System

System shall include computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation

#### 16 Microchip

Microchip shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers

#### 17 Virus

Virus shall mean programming code or series of instructions designed to achieve an unexpected unauthorised undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

**THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE**

## Section A - Part I Public/Products Liability

The Company will provide indemnity to any Person Entitled to Indemnity

- I up to the Limit of Indemnity against legal liability for damages in respect of
  - A) accidental Injury of any person
  - B) accidental loss of or damage to Property
  - C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of the Policyholder or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Policyholder having regard to the nature and circumstances of such act or omission

happening during any Period of Insurance in connection with the Business

- 2 against legal liability for claimant's costs and expenses in connection with I above

- 3 in respect of

- A) costs of legal representation at
  - 1) any coroner's inquest or inquiry in respect of any death
  - 2) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in I above

which may be the subject of indemnity under this Section

- B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under I above

incurred with the Company's written consent

### General Provisions

Provided that in respect of

- A) any one Event
- B) all Events happening during any Period of Insurance in respect of products supplied
- C) all incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply

- I the total amount payable by the Company in respect of I above and all Extensions Additional Clauses and Memoranda shall not exceed the Limit of Indemnity

- 2 the Policyholder's Contribution in respect of damages and claimant's costs and expenses will be payable before the Company shall be liable to make any payment
- 3 the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled  

The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment
- 4 where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity
- 5 the total amount payable by the Company in respect of all damages arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Indemnity stated in the Schedule

The total amount payable by the Company in respect of all damages arising out of all claims during any Period of Insurance irrespective of the number of sources or original causes of such claims and irrespective of the number of Persons Entitled to Indemnity having claims under this Policy in respect of those sources or original causes shall not exceed the appropriate Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Policyholder both as defined herein

### Exclusions

The indemnity will not apply to legal liability

#### I Mechanical Vehicles

arising from or out of the ownership possession or use by or on behalf of the Policyholder or any Person Entitled to Indemnity of any

- A) mechanically propelled vehicle other than legal liability arising out of
  - 1) the use of plant as a tool of trade on site
  - 2) the use of plant at the premises of the Policyholder
  - 3) the loading or unloading of any vehicleexcept where indemnity is provided by any motor insurance contract or where insurance or security is required by law
- B) aircraft or other aerial device
- C) aerospace device
- D) hovercraft
- E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

**2 Property in the Policyholder's Custody or Control**

for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Policyholder other than

- A) Employees' directors' partners' or visitors' personal effects including vehicles and their contents
- B) premises and their contents not owned by or leased or rented to the Policyholder at which the Policyholder is undertaking work in connection with the Business
- C) premises and their fixtures and fittings leased or rented to the Policyholder unless such legal liability
  - 1) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
  - 2) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings

**3 Pollution or Contamination**

caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance

Provided that all pollution or contamination which arises out of one incident shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place

**4 Product Defects and Recall**

- A) in respect of loss of or damage to any
  - 1) product supplied
  - 2) contract work executed
 } by the Policyholder  
 caused by any defect therein or the unsuitability thereof for its intended purpose
- B) for the costs of recall removal repair alteration replacement or reinstatement of any
  - 1) product supplied
  - 2) contract work executed
 } by the Policyholder  
 necessitated by any defect therein or the unsuitability thereof for its intended purpose

**5 Contractual Liability**

arising from or in connection with any

- 1) product supplied
  - 2) contract work executed
- } by the Policyholder

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement

**6 Disposed Premises**

for the costs of remedying

- A) any defect or alleged defect
- B) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

in premises disposed of by the Policyholder

**7 Fines or Penalties**

for

- A) fines or penalties
- B) compensation ordered or awarded by a Court of Criminal Jurisdiction
- C) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

**8 Radioactive Contamination**

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

**9 War and Allied Risks**

arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

**10 Fear of Asbestos**

for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials

**11 Asbestos Removal Costs**

for the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

**Extensions** (each of which is subject otherwise to the terms of this Policy)

**1 Cross Liabilities**

If the Policyholder comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity

**2 Compensation for Court Attendance**

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

A) any director or partner of the Policyholder £500

**3 Contingent Motor Liability**

Notwithstanding Exclusion 1A) the Company will provide indemnity to the Policyholder against legal liability arising out of the use in the course of the Business by any Employee of any mechanically propelled vehicle not the property of nor provided by the Policyholder

The indemnity will not apply to legal liability

- A) in respect of loss of or damage to such vehicle or to property conveyed therein
- B) arising while such vehicle is being driven by the Policyholder
- C) in respect of which the Policyholder is entitled to indemnity under any other insurance
- D) arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

**4 Overseas Personal Liability**

The Company will provide indemnity to the Policyholder against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply

- A) to legal liability arising out of the ownership or occupation of land or buildings
- B) where indemnity is provided by any other insurance

**5 Data Protection Act 1998**

The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for use of computer facilities

Provided that the indemnity will not apply to legal liability in respect of any loss or damage sustained by any party to such an arrangement

The Company will also provide an indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder against legal liability to pay damages and claimant's costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998

Provided that the Policyholder is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998

This Extension shall not apply in respect of

- A) the payments of fines or penalties
- B) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- C) liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Policyholder or any other person having regard to the nature and circumstances of such act or omission
- D) claims which arise out of circumstances notified to previous insurers or known to the Policyholder at inception of this Extension
- E) legal liability where indemnity is provided by any other insurance

THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

## Section A - Part 2 Legal Defence Costs

The Company will provide indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder

up to the Limit of Indemnity in respect of

- A) legal costs and other expenses incurred with the Company's written consent
- B) costs awarded against the Policyholder

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any Period of Insurance in the course of the Business but only in respect of proceedings brought as stated in Parts **A** and **B** below

### Part A

In respect of a breach of

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of the Policyholder

### Part B

In respect of a breach of

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a Person Employed director or partner of the Policyholder
- 2 Part II of the Consumer Protection Act 1987

### General Provisions

Provided that in respect of Part **A** and **B**

- 1 the indemnity will not apply
  - A) to fines or penalties of any kind
  - B) to compensation ordered or awarded by a Court of Criminal Jurisdiction
  - C) where Injury of any person or loss of or damage to Property has occurred
  - D) where indemnity is provided by any other insurance
  - E) to proceedings consequent upon any deliberate act or omission by
    - 1) the Policyholder

which could reasonably have been expected to constitute a breach of the legislation specified in this Section

- F) to any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos Asbestos Dust or Asbestos Containing Materials
- 2 the Company may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Company the claims arising can be settled but including any amount for which the Company may be responsible prior to the date of such payment
 

The Company will then relinquish control of such claims and be under no further liability in respect thereof
  - 3 where the Company is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity

### Special Provision

The Company shall pass notification to an independent third party service provider with whom the Company has an agreement which shall thereafter administer claims settlement on the Company's behalf

## Section B Property Damage insurance

### THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

If any of the Property Insured described in the Schedule suffers Damage at the Premises by any of the Covers insured the Company will in accordance with the provisions of the insurance pay to the Policyholder the amount of loss or at its option reinstate or replace such property

provided that the Company's liability in any one Period of Insurance shall not exceed in the whole the total sum insured or in respect of any item its sum insured or any other stated limit of liability

For the purpose of this insurance Damage shall mean loss destruction or damage

### Covers

The following are the Covers insured except as otherwise stated in the Schedule

- I A **Fire** excluding Damage
    - 1) by explosion resulting from fire
    - 2) to property caused by its undergoing any process involving the application of heat
  - B **Explosion** excluding Damage
    - 1) caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to or under the control of the Policyholder in which internal pressure is due to steam only
    - 2) to any vessel machine or apparatus or its contents resulting from the explosion thereof

but this shall not exclude Damage caused by explosion of

    - any boiler
    - gas

used for domestic purposes only
  - C **Lightning**
  - D **Aircraft** or other aerial devices or articles dropped therefrom
- 2 **Earthquake** excluding Damage caused by fire
  - 3 **Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons** excluding Damage
    - 1) arising from nationalisation confiscation requisition or destruction by order of the government or any public authority
    - 2) arising from cessation of work
    - 3) A) in the course of theft or attempted theft
      - B) in respect of any building which is empty or not in use

directly caused by malicious persons not acting on behalf of or in connection with any political organisation
  - 4 **Storm or flood** excluding Damage
    - 1) attributable solely to change in the water table level
    - 2) caused by frost subsidence ground heave or landslip
    - 3) to fences gates and moveable property in the open
  - 5 **Escape of water from any tank apparatus or pipe** excluding Damage
    - 1) by water discharged or leaking from an automatic sprinkler installation
    - 2) in respect of any building which is empty or not in use
  - 6 **Impact by any road vehicle** (including any fork lift truck or other industrial vehicle) or animal
  - 7 **Accidental escape of water from any automatic sprinkler installation** excluding Damage
    - 1) by freezing in any building which is empty or not in use
    - 2) by heat caused by fire
  - 8 **Theft** (which shall be deemed to include attempted theft) excluding Damage
    - 1) which does not involve
      - entry to or exit from that part of the building occupied by the Policyholder for the purpose of the Business by forcible and violent means

or

      - actual or threatened assault or violence
    - 2) from any part of the building not occupied by the Policyholder for the purpose of the Business
    - 3) from the open or from any outbuilding
    - 4) to property in transit
    - 5) to Money and securities of any description
  - 9 **Any other accident** excluding Damage
    - 1) by any of
      - A) the Covers
      - B) the causes expressly excluded from the Covers

specified in the paragraphs 1-8 or 10 (whether or not insured)
    - 2) to any property caused by
      - A) its own faulty or defective design or materials
      - B) inherent vice latent defect gradual deterioration wear and tear

- C) faulty or defective workmanship operational error or omission on the part of the Policyholder or any of their employees

but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded

3) caused by

- A) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
- B) change in temperature colour flavour texture or finish
- C) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
- D) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates

but this shall not exclude

- 1) such Damage which itself results from other Damage and is not otherwise excluded
- 2) subsequent Damage which itself results from a cause not otherwise excluded

4) caused by

- A) pollution or contamination
- B) acts of fraud or dishonesty
- C) disappearance unexplained or inventory shortage misfiling or misplacing of information

5) to

- A) a building or structure caused by its own collapse or cracking
- B) moveable property in the open fences and gates by wind rain hail sleet snow flood or dust
- C) property resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair

6) to

- A) property in transit
- B) Money and securities of any description
- C) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
- D) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection

**10 Specified Items "All Risks" insurance** if shown as insured in the Schedule

- 1) Damage by any cause excluding Damage caused by
- A) wear and tear moth vermin atmospheric or climatic conditions or any gradually operating cause
- B) alterations maintenance repairs or any process of cleaning or restoring
- C) delay confiscation or detention by order of any Government or Public Authority
- D) counterfeit substitute or foreign coins
- E) mechanical or electrical breakdown or derangement
- 2) Damage excluding
- A) breakage of electrical valves bulbs or tubes unless forming part of the property and fixed therein and happening as the result of Damage to such property
- B) the contents of machines unless such contents are shown in the Schedule
- C) depreciation contamination or any other loss that arises directly or indirectly other than damage to the property insured itself
- D) Damage consequent upon any person obtaining any property by deception

**Policyholder's Contribution**

This insurance does not cover the Policyholder's Contribution (as specified in the Schedule) being the first part of each and every loss to be borne by the Policyholder as ascertained of all terms and conditions of the insurance including the Underinsurance Provision

**Exclusions**

This insurance does not cover

**1 Marine Policies**

Damage to property which at the time of the happening of the Damage is insured by or would but for the existence of this insurance be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

**2 Sonic Bangs**

Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

**3 War and allied Risks**

Damage occasioned by

- A) riot or civil commotion except to the extent that it is specifically insured
- B) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

#### 4 Pollution and contamination

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

- A) pollution or contamination which itself results from any Cover insured (other than Cover 9)
- B) any Cover insured (other than Cover 9) which itself results from pollution or contamination

#### 5 Radioactive contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any liability or loss directly or indirectly caused by or contributed to by or arising from

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

#### 6 Terrorism

Damage occasioned by or happening through or in consequence directly or indirectly of

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss  
and
- B) in Northern Ireland civil commotion

This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed at controlling preventing suppressing or in any way relating to an act of Terrorism

In Great Britain and Northern Ireland Terrorism means

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

In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat 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

- 1) influence any government or any international governmental organisation or
- 2) put the public or any section of the public in fear

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Policyholder

#### 7 Electronic Risk

- A) Damage to Data which shall include but shall not be limited to
  - 1) Damage to or corruption of Data whether in whole or in part
  - 2) unauthorised appropriation of use of access to or modification of Data
  - 3) unauthorised transmission of Data to any third parties
  - 4) Damage arising out of any misinterpretation use or misuse of Data
  - 5) Damage arising out of any operator error in respect of Data
- B) Damage to the Property Insured arising directly or indirectly from
  - 1) the transmission or impact of any Virus
  - 2) unauthorised access to a System
  - 3) interruption of or interference with electronic means of communication used in the conduct of the Policyholder's Business including but not limited to any diminution in the performance of any website or electronic means of communication
  - 4) Failure of a System
  - 5) anything described in A) above

but in respect of B) 1) B) 2) B) 3) and B) 4) this shall not exclude subsequent Damage which itself results from any of the Covers insured provided that such Damage does not arise by reason of any malicious act or omission

#### Definitions

**Data** shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

**Failure of a system** shall mean the complete or partial failure or inability whether in terms of availability functionality including performance or otherwise of a System whether or not owned by the Policyholder to operate at any time as desired as specified or as required in the circumstances of the Policyholder's business activities

**Microchip** shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly includes integrated circuits and microcontrollers

**System** shall include computers other computing and electronic equipment linked to a computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

**Temporarily Overseas** shall mean **whilst the Policyholder is outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man for a period of upto and including 31 days**

**Virus** shall mean programming code designed to achieve an unexpected unauthorised undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

**Definitions of Property**

Property insured

- Business Equipment
  - Stock
- } at the Premises

all as defined below or more fully described in the Schedule and all being the property of the Policyholder or for which they are responsible but excluding

- property which is more specifically insured
- unless specifically notified to and accepted by the Company as insured
  - A) land roads pavements piers jetties bridges culverts or excavations
  - B) livestock growing crops or trees

**Business Equipment**

- machinery plant and other trade equipment

**Stock**

- stock and materials in trade work in progress and finished goods

**Designation of Property**

Where necessary the item heading under which any property is insured shall be determined by the designation under which such property appears in the Policyholder's books

**The Insurance Provided**

**in respect of Business Equipment** (other than motor vehicles directors' partners' and employees' personal effects)

the Company will pay

- I **the cost of reinstatement** being
  - where the property is destroyed the cost of its replacement by similar property
  - where the property is damaged the cost of repairing or restoring the damaged portions

to a condition substantially the same as but not better or more extensive than its condition when new

**2 Partial Damage**

Where Damage occurs to only part of the property the Company's liability shall not exceed the amount which the Company would have been liable to pay had the property been wholly destroyed

**3 Insurable amount**

For the purpose of the Underinsurance Provision the Insurable Amount shall be the Day One Reinstatement Value

Day One Reinstatement Value shall mean

the total of the insured costs A in reinstating the Property Insured to a condition substantially the same as when new at the level of costs applying at the commencement of the Period of Insurance

**4 Alternative Basis of Settlement**

The Company's liability shall be limited to the Alternative Basis of Settlement (as defined below)

- A) until the cost of reinstatement has actually been incurred
- B) if the work of reinstatement is not carried out as quickly as is reasonably practicable
- C) if in the Schedule it is stated that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement the Company will pay the value of the property at the time of its destruction or the amount of the damage

For the purpose of the Underinsurance Provision the Insurable Amount shall be the total of the value at the time of the Damage of the property insured by the item

**In respect of stock and other insured property not specifically provided for** the Company will pay the value of the property at the time of its destruction or the amount of the damage

**Insurable amount**

For the purpose of the Underinsurance Provision the Insurable Amount shall be the cost price of those goods to which applies and the value at the time of Damage of all other property

**Special Provisions**

**Underinsurance**

If at the time of the Damage

- the Declared Value by the relative item on Business Equipment or Stock or
- the sum insured by the relative item on other property or interests is less than the Insurable Amount the amount otherwise payable shall be proportionately reduced

Declared Value shall mean

the base value shown in brackets below the sum insured such value excluding any provision for inflation but if the loss is settled under the Alternative Basis of Settlement the Declared Value shall be 115% of the base value shown or if no base value is shown it shall be deemed to be the sum insured

**Reinstatement by the company**

The Company may at its own option reinstate or replace any property destroyed or damaged without being bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. The Policyholder shall at their own expense produce and provide the Company with all such plans, documents, books, and information as the Company may reasonably require.

**General Memoranda**

**Automatic Reinstatement after a Loss**

In the absence of written notice by the Policyholder or the Company to the contrary within 30 days of the occurrence of any Damage, the Company's liability shall not be reduced by the amount of any loss, and the Policyholder shall pay the appropriate additional premium for such automatic reinstatement of cover.

## Section C Money Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

### Section I Money

The Company will indemnify the Policyholder up to the Limit of Liability for any loss of or damage to Money and property described in Items 1 to 2 below occurring during the Period of Insurance

provided that

the Company's liability in respect of any one occurrence or number of occurrences arising directly or indirectly from any one source or original cause shall not exceed the relevant Limit of Liability

Item no		Limit of Liability any one loss
1	Money as described in Interpretation IA	
A)	in the Policyholder's Premises during Working Hours or in transit or in a bank night safe and thereafter within bank premises until at the bank's risk or at any of the Policyholder's contract sites during Working Hours	As shown in the Schedule
B)	in the Policyholder's Premises out of Working Hours	
1)	in locked safes or strongrooms	As shown in the Schedule
2)	in all other locked safes or strongrooms	As shown in the Schedule
3)	not in a locked safe or strongroom	£500
C)	in the Policyholder's residence	
1)	while in a locked safe or while an adult is in the residence	£500
2)	otherwise	£500
2	Money as described in Interpretation IB	£250,000

### Interpretations

- I Money shall mean
- A cash bank notes currency notes uncrossed cheques (including uncrossed giro cheques giro cash cheques and travellers cheques but excluding pre-signed blank cheques) uncrossed bankers' drafts uncrossed postal orders uncrossed money orders current postage and revenue stamps National Insurance stamps (not fixed to cards) National Savings stamps bills of exchange luncheon vouchers consumer redemption vouchers Holiday with Pay stamps gift tokens trading stamps
- B crossed cheques (including crossed giro cheques and drafts but excluding pre-signed blank cheques) crossed bankers' drafts crossed postal orders crossed money orders unused units in franking machines National Savings Certificates Premium Bonds credit company sales vouchers VAT purchase invoices belonging to the Policyholder or for which the Policyholder is responsible and pertaining to the Business

### Exclusions

The Company shall not be liable for

- 1) loss by theft by any director partner or employee of the Policyholder not discovered within seven working days of the occurrence
- 2) shortage due to error or omission
- 3) loss from an unattended vehicle
- 4) loss due to the use of counterfeit Money
- 5) loss or damage arising from riot or civil commotion in Northern Ireland
- 6) loss or damage not within Great Britain Northern Ireland the Channel Islands or the Isle of Man
- 7) loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- 8) loss or damage arising from war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- 9) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any liability or loss directly or indirectly caused by or contributed to by or arising from
  - A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

- 10) A) Damage to Data which shall include but shall not be limited to
- 1) Damage to or corruption of Data whether in whole or in part
  - 2) unauthorised appropriation of use of access to or modification of Data
  - 3) unauthorised transmission of Data to any third parties
  - 4) Damage arising out of any misinterpretation use or misuse of Data
  - 5) Damage arising out of any operator error in respect of Data
- B) Damage to Money arising directly or indirectly from
- 1) the transmission or impact of any Virus
  - 2) unauthorised access to a System
  - 3) interruption of or interference with electronic means of communication used in the conduct of the Policyholder's Business including but not limited to any diminution in the performance of any website or electronic means of communication
  - 4) Failure of a System
  - 5) anything described in A) above
- but in respect of B) 1) B) 2) B) 3) and B) 4) this shall not exclude subsequent Damage not otherwise excluded provided that such Damage does not arise by reason of any malicious act or omission

#### Definitions

**Damage** shall mean loss or destruction of damage

**Data** shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

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**Virus** shall mean programming code designed to achieve an unexpected unauthorised undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

## Complaints Procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Initially please raise your concerns with

Gary Crowder  
ACM Broking Ltd  
Building Research Establishment  
Bucknalls Lane  
Watford  
Hertfordshire  
WD25 9XX

Tel: 01923 894360 Fax: 01923 894361  
Email: garycrowder@acmbroking.com

If your complaint is against Royal and Sun Alliance Insurance plc alone we will pass your complaint to their nominated contact within 24 hours. This will also happen if we believe that we cannot resolve your complaint without the involvement of Royal and Sun Alliance Insurance plc or there is any query relating to the complaint. The complaints procedure of Royal and Sun Alliance Insurance plc will then apply.

Once Royal & Sun Alliance have reviewed your complaint they will issue their business decision in writing. If upon receipt of this you remain dissatisfied, you can escalate your complaint to our Customer Relations Office who will conduct a separate investigation. This will be concluded with the issue of the company's final decision in writing.

### Customer Relations Contact Details

Customer Relations Office  
RSA  
Bowling Mill  
Dean Clough Industrial Estate  
Halifax  
HX3 5WA

### What to do if you are still not satisfied

If you are still not satisfied, Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

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

### Your rights

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

# Fair Processing Notice

## How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

### **Who we are**

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, we us and our refers to the Group unless otherwise stated.

### **How your information will be used and who we share it with**

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your information identifier, e.g. Internet Protocol (IP) Address or telephone number supplied by your Service Provider.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services

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

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

### **Sensitive Information**

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

### **How to contact us**

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer; Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA.



Arranged by

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Chart Way, Horsham, West Sussex RH12 1XL.  
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