

**INSURANCE SCHEME
FOR
SECURITY AND ALARM COMPANIES
COMBINED LIABILITY POLICY**



Camberford Law plc

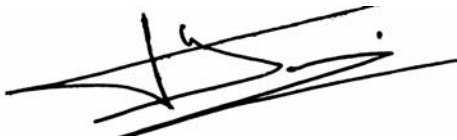
INSURANCE FOR SECURITY AND ALARM COMPANIES

The **INSURED** has applied for this insurance to the Groupama Insurance Company Limited (The **COMPANY**) by a **PROPOSAL** which is the basis of this contract and is deemed to be incorporated herein and in consideration has paid or agreed to pay the premium

In return the **COMPANY** will provide the insurance as described in this Policy during the Period of Insurance subject to the terms conditions and exclusions of this Policy

This Policy the Schedule and Endorsements will be read together as one document

Signed for and on behalf of
Groupama Insurance Company Limited



François-Xavier Boisseau
Chief Executive Officer
Groupama Insurance Company Limited
6th Floor
One America Square
17 Crosswall
London
EC3N 2LB

PLEASE READ THIS POLICY CAREFULLY TO ENSURE THAT IT MEETS YOUR REQUIREMENTS.
IF YOU HAVE ANY QUERIES PLEASE CONTACT YOUR BROKER OR INTERMEDIARY WHO WILL BE PLEASED TO HELP.
THIS POLICY SHOULD BE KEPT IN A SAFE PLACE - YOU MAY NEED TO REFER TO IT IF YOU HAVE TO MAKE A CLAIM.

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OUR CUSTOMER CARE POLICY

This insurance is underwritten and administered on behalf of Groupama Insurances by Camberford Law plc
Therefore, in the event of a query or any complaint regarding your Policy, you should contact:

Camberford Law PLC
Lygon House
50 London Road
Bromley
Kent
BR1 3RA

Tel 020 8315 5000
Fax 020 8460 2118
email security@camberfordlaw.com

If however, you need to contact Groupama Insurances, please get in touch with the following, depending on the nature of your query or complaint:

Claims

Commercial Insurances Claims Centre
Groupama Insurances
1 Port Way
Port Solent
PO6 4TY

Telephone 0870 600 2123
Fax 0870 600 2102
Email smeclaims@groupama.co.uk

Policy Administration and Documentation

Commercial Schemes Unit
Groupama Insurances
6th Floor
One America Square
17 Crosswall
London
EC3N 2LB

Telephone 0844 892 2114
Fax 0870 850 2773
Email commercial.schemes@groupama.co.uk

Groupama Insurances is committed to delivering the highest standards of customer care and to treating our customers fairly. However we realise that there may be times when things go wrong. In such circumstances, please contact the office that the issue relates to by using the numbers and addresses detailed above, with details of your policy or claim number. Telephone calls may be recorded.

Our commitment to you

- We will make sure all the information we give you will be clear fair and accurate
- We will always try to be fair and reasonable whenever you need the protection of this policy
- We will act promptly to provide that protection

If you are not satisfied

Whilst Groupama Insurances will make every effort to maintain the highest standards we recognise that there may be some occasions when we fail to satisfy the particular requirements of our customers. We therefore have in place procedures to investigate and remedy any area of concern. In such circumstances we promise

OUR CUSTOMER CARE POLICY (continued)

- To acknowledge any formal complaint in 5 days or less
- To have the issues reviewed by a person of appropriate seniority and authority
- To identify the person managing your complaint in our original letter of response
- To respond fully to your concern or complaint within a maximum of 28 days. If for any reason this is not possible we will write to you promptly to explain why we have been unable to finalise the matter quickly. We will also let you know when we will contact you again.

If you still feel that we have been unable to resolve the matter to your satisfaction then please write to our Chief Executive Officer at:

Groupama Insurances
6th Floor
One America Square
17 Crosswall
London
EC3N 2LB

Telephone 0870 850 8510
Fax 0870 850 2773

Calls to 0870 numbers will cost no more than calls to 01 or 02 numbers in the UK. Calls from mobile phones may cost more.

Financial Ombudsman Service

If you are still unhappy with our final decision, you may be able to refer your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation who will review your case. Their address is:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0845 080 1800

You can visit the Financial Ombudsman Service website at www.fos.org.uk

The Financial Ombudsman 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 obtain more information from us or the FOS.

If you take any of the action mentioned above, it will not affect your right to take legal action.

Financial Services Authority

Groupama Insurance Company Limited is authorised and regulated by the Financial Services Authority. You can check their website (www.fsa.gov.uk), which includes a register of all the firms they regulate. Or you can telephone them on 0845 606 1234.

Financial Services Compensation Scheme

Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS).

If we fail to meet our obligations under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available on the FSCS website at www.fscs.org.uk or by telephone on 020 7892 7300

DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters in this Policy

AIRSIDE

means those parts of airport and/or airfield premises to which the public and/or passengers do not have free and/or authorised access other than inside terminal buildings

COMPANY

means the Groupama Insurance Company Limited

DIRECTOR

means a director of the **INSURED** where the **INSURED** is a Limited Company

EMPLOYEE

means any

- (1) person under a contract of service or apprenticeship with the **INSURED**
- (2) self-employed person labour only sub-contractor labour master or person supplied by any of them
- (3) person seconded to acquire work experience under a scheme or otherwise
- (4) person hired to or borrowed by the **INSURED**

whilst working for the **INSURED** in the course of the

TRADE or BUSINESS

This definition is not applicable to the Fidelity Guarantee Insurance Section which has its own definition of **EMPLOYEE** applicable to that Section only

EXCESS

means the amount to be deducted by the **COMPANY** from the total agreed amount of each and every claim other than claims relating to **INJURY** for which there is no **EXCESS**

INEFFICACY

means the failure to carry out or provide security duties or security services that the **INSURED** has contracted to perform in the course of the **TRADE or BUSINESS** including deliberate acts wilful default or neglect by the **INSURED** any **DIRECTOR PARTNER or EMPLOYEE**

INJURY

means bodily injury death illness disease or shock causing bodily injury

INSURED

means the person or persons (including the legal personal representatives in the event of the **INSURED'S** death in respect of liability incurred by the **INSURED**) or Limited Company named in the Schedule

KEYS

includes electronic access pass cards or any other form of lock opening device

MONEY

means coins bank and currency notes bullion jewellery precious stones gold and silver items and other valuables and/or non-negotiable instruments and the like

OFFSHORE

means as from the time when the **INSURED DIRECTORS PARTNERS or EMPLOYEES** or any other person or persons for whom the **INSURED** may be responsible embark onto a conveyance at the point of final departure to an offshore rig offshore platform or offshore installation until such 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 a partner of the **INSURED** where the **INSURED** is a partnership

POLLUTION or CONTAMINATION

means

- (1) all **POLLUTION or CONTAMINATION** of buildings or other structures or of water or land or the atmosphere
- (2) all **INJURY** loss or damage to material property directly or indirectly caused by **POLLUTION or CONTAMINATION**

arising from **POLLUTING or CONTAMINATING or SEEPING SUBSTANCES**

PRINCIPAL

means any public authority government body company firm organisation or person for whom the **INSURED** is undertaking a contract

DEFINITIONS (continued)

PRODUCT

means goods or other material property manufactured sold supplied leased delivered installed erected processed repaired commissioned altered treated serviced or tested by or on behalf of the **INSURED** in the course of the **TRADE** or **BUSINESS** and not within the custody of the **INSURED**

PRODUCTS INEFFICACY

means the failure of any **PRODUCT** to fulfil or perform its intended function arising out of negligence or wilful default by the **INSURED** any **DIRECTOR PARTNER** or **EMPLOYEE** or arising directly out of wrongful advice provided by the **INSURED** any **DIRECTOR PARTNER** or **EMPLOYEE**

PROPOSAL

means any declaration and any other information in connection with this insurance supplied by or on behalf of the **INSURED**

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

REMEDIATION

includes "remediation" under the Environment Act 1995

TERRITORIAL LIMITS

means

- (1) England Scotland Wales the Channel Islands and the Isle of Man
- (2) any other member country of the European Union (other than Eire) in respect of **INJURY** loss or damage caused by or arising from the activities of the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE** 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**
- (3) elsewhere in the world (excluding the United States of America and Canada) in respect of **INJURY** loss or damage caused by or arising from any **PRODUCT**

TRADE or BUSINESS

means only the **TRADE** or **BUSINESS** specified in the Schedule and includes

- (1) the provision and management for the benefit of the **INSURED** or **EMPLOYEES** of canteen social sports educational or welfare activities and first aid fire security and ambulance services
- (2) the ownership and routine maintenance and repair of the premises from which the **TRADE** or **BUSINESS** is conducted
- (3) the performance of private work undertaken by any **EMPLOYEE** (with the consent of the **INSURED**) for the **INSURED** or any **DIRECTOR PARTNER** or senior official of the **INSURED** in connection with the **TRADE** or **BUSINESS** specified in the Schedule and not in connection with any other activity

WRONGFUL ARREST

means any unlawful physical restraint by one person on the liberty of another and includes

- (1) assault and battery committed or alleged to have been committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest before such person has been or could be placed in the custody of the police or an officer of the court
- (2) libel or slander false imprisonment malicious prosecution either
 - (a) committed or alleged to have been committed directly in connection with an arrest
or
 - (b) arising out of the investigation of acts of shoplifting or theft

PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION

The **COMPANY** will indemnify the **INSURED** against all sums which the **INSURED** shall become legally liable to pay as compensatory damages and claimants costs and expenses arising out of accidental

- (a) **INJURY** to any person
- (b) physical loss of or physical damage to material property
- (c) obstruction trespass nuisance 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 LIABILITY

The maximum liability of the **COMPANY** in respect of all indemnity payable under this Section and extensions of this Section in respect of or arising out of any one occurrence attributable to one original cause or source will not exceed in the aggregate the Limit of Indemnity stated in the Schedule

Provided that the liability of the **COMPANY** for all indemnity payable in respect of or arising out of **PRODUCTS** will not exceed the Limit of Indemnity stated in the Schedule in any one Period of Insurance

EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

1 EXCLUDED LOCATIONS

liability arising in connection with work on or in

- (a) railways
- (b) watercraft or offshore gas or oil installations
- (c) chemical or petrochemical works oil or gas refineries or oil or gas storage facilities
- (d) **AIRSIDE** or aircraft
- (e) power stations
- (f) any installation or establishment where nuclear processing is undertaken

2 DEFECTIVE GOODS

the costs or expenses incurred in recalling repairing reconditioning replacing or testing any **PRODUCT** or of rectifying defective workmanship or the replacement cost of any **PRODUCT** or the cost of making any refund in respect of any **PRODUCT**

3 LIABILITY UNDER CONTRACT OR AN AGREEMENT

liability assumed under any contract or agreement where such liability would not have arisen in the absence of such contract or agreement other than as set out in Extension 1 (if such Extension is operative)

4 FAULTY DESIGN

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

5 FINES OR PENALTIES

finer penalties punitive exemplary aggravated liquidated or multiple damages

6 INJURY TO EMPLOYEES

liability for **INJURY** to any **EMPLOYEE** where such **INJURY** arises out of and in the course of employment by the **INSURED**

PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)

EXCLUSIONS - continued

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

7 PROPERTY IN INSURED'S CUSTODY

liability for or arising out of loss of or damage to material property in the custody or control of or owned by the **INSURED** or any **EMPLOYEE** other than

- (a) **EMPLOYEES** personal effects
- (b) premises including contents not owned rented to or leased by the **INSURED** but temporarily occupied by the **INSURED** in order that work thereon including the provision of security services may be effected by the **INSURED** or any **EMPLOYEE**

8 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 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 such occurrence takes place
- (b) the liability of the **COMPANY** for all damages and claimants 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 Indemnity stated in the Schedule

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

PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)

EXCLUSIONS - continued

These apply in addition to the other Exclusions in this Section and the General Exclusions
The **COMPANY** will not be liable for

9 OFFSHORE

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

10 VEHICLES AND CRAFT

liability arising in connection with

- (a) watercraft hovercraft or aircraft
- (b) any mechanically propelled vehicle including anything attached to it which is required to be insured under any road traffic legislation or is the subject of other security

Provided that this Exclusion shall not apply to liability in respect of such vehicles in the **INSUREDS** and/or their **EMPLOYEES** care custody or control for the purpose of guarding such vehicles

11 PROPERTY DAMAGE EXCESS

the amount of the **EXCESS** specified in the Schedule in respect of each and every claim for loss of or damage to property

12 AEROSPACE PRODUCTS

liability arising from **PRODUCTS** known to be for use in craft intended to travel through air or space or other aerospace device

13 NORTH AMERICA

liability arising from any **PRODUCT** known by the **INSURED** to be for use in or supply to the United States of America or Canada

14 DELIBERATE ACTS

liability arising out of deliberate acts wilful default or neglect by the **INSURED** any **DIRECTOR PARTNER** or **EMPLOYEE** of the **INSURED** other than as set out in Extension 1 (if such Extension is operative) and Extension 2 (if such Extension is operative)

PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)

EXCLUSIONS - continued

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

15 FRAUD DISHONESTY OR EMBEZZLEMENT

liability arising out of any act of theft fraud dishonesty or embezzlement by the **INSURED** any **DIRECTOR PARTNER** or **EMPLOYEE** of the **INSURED**

16 DIGGING OR EXCAVATION BELOW 1 METRE

liability caused by or arising out of any digging or excavation below a depth of one metre

17 DATE RECOGNITION/DISCONTINUITY

liability of whatsoever nature 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 the property of the **INSURED** or not and whether occurring before during or after the year 2000

- (i) correctly to recognise any date as its true calendar date
- (ii) 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
 - (a) treating any date otherwise than as its true calendar date
 - (b) 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 such data or information or command or instruction on or after any date or
 - (c) otherwise to function correctly

PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)

EXCLUSIONS - continued

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

18 ASBESTOS

any liability of whatsoever nature 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 such removal or disposal provided that

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

19 GUARD DOGS

any liability arising from or caused by the use of guard dogs unless the **INSURED** complies with the provisions of the Guard Dogs Act 1975 and any amending legislation

20 INEFFICACY

any liability arising from or out of **INEFFICACY** other than as set out in Extension 1 (if such Extension is operative)

PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)

EXCLUSIONS - continued

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

21 PRODUCTS INEFFICACY

any liability arising from or out of **PRODUCTS INEFFICACY** other than as set out in Extension 2 (if such Extension is operative)

22 WRONGFUL ARREST

any liability arising from or out of **WRONGFUL ARREST** other than as set out in Extension 3 (if such Extension is operative)

23 LOSS OF KEYS

any liability for or arising from or out of loss of **KEYS** other than as set out in Extension 4 (if such Extension is operative)

24 MONEY

loss of or damage to **MONEY** belonging to customers of the **INSURED** other than **MONEY** stored in the premises of the **INSUREDS** customers

PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION – EXTENSIONS

These extensions are subject to all other terms conditions and exclusions of the Policy

Extensions 1 (Inefficacy and Contractual Liability) 2 (Products Inefficacy) 3 (Wrongful Arrest) and 4 (Loss of Keys) are operative only if a Limit of Indemnity is shown for such Extension in the Schedule

1 INEFFICACY AND CONTRACTUAL LIABILITY

The **COMPANY** will indemnify the **INSURED** in respect of liability in accordance with the cover provided by this Section arising from or out of **INEFFICACY** occurring within the **TERRITORIAL LIMITS** during the Period of Insurance assumed by the **INSURED** under contract or agreement provided that full conduct and control of all claims is vested in the **COMPANY**

The **COMPANY** will not be liable for

- (a) the amount of the **EXCESS** specified in the Schedule in respect of each and every claim for loss of or damage to property
- (b) liquidated damages fines or penalties
- (c) loss of or damage to contract works in respect of which the **INSURED** is required to effect insurance under the terms of any contract or agreement
- (d) loss of or damage to material property brought on to any site of contract or place of work for the purpose of such contract or work
- (e) liability arising from **PRODUCTS**
- (f) liability in respect of any indirect or consequential loss arising from a breach of contract by the **INSURED** not related to physical loss of or physical damage to material property or **INJURY** to any person
- (g) any amount in excess of the Limit of Indemnity specified in the Schedule in respect of or arising out of any one occurrence attributable to one original cause or source

2 PRODUCTS INEFFICACY

The **COMPANY** will indemnify the **INSURED** in respect of liability in accordance with the cover provided by this Section arising from or out of **PRODUCTS INEFFICACY** occurring within the **TERRITORIAL LIMITS** during the Period of Insurance

The **COMPANY** will not be liable for

- (a) the amount of the **EXCESS** specified in the Schedule in respect of each and every claim for loss of or damage to property
- (b) any amount in excess of the Limit of Indemnity specified in the Schedule in respect of any one occurrence or in the aggregate in any one Period of Insurance

PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION – EXTENSIONS (continued)

These extensions are subject to all other terms conditions and exclusions of the Policy.

3 WRONGFUL ARREST

The **COMPANY** will indemnify the **INSURED** in respect of all sums which the **INSURED** shall become legally liable to pay as compensatory damages arising from or out of **WRONGFUL ARREST** committed or alleged to have been committed by the **INSURED** any **DIRECTOR PARTNER** or **EMPLOYEE** of the **INSURED** occurring within the **TERRITORIAL LIMITS** during the Period of Insurance in the course of the **TRADE** or **BUSINESS**

The **COMPANY** will also indemnify the **INSURED** in respect of the amount of any cost incurred with the written consent of the **COMPANY** in the investigation adjustment or defence of any claim or proceedings which may be brought against the **INSURED** any **DIRECTOR PARTNER** or **EMPLOYEE** of the **INSURED** in connection with such **WRONGFUL ARREST**

The **COMPANY** will not be liable for

- (a) the amount of the **EXCESS** specified in the Schedule in respect of each and every claim
- (b) liability assumed by the **INSURED** under any written contract or agreement unless the **COMPANY** has provided its written agreement thereto
- (c) claims made or brought against the **INSURED** by any **DIRECTOR PARTNER** or **EMPLOYEE** of the **INSURED** or any member of their families
- (d) any liability to persons other than those the subject of **WRONGFUL ARREST**
- (e) the cost of any fines or penalties
- (f) any amount in excess of the Limit of Indemnity specified in the Schedule in respect of or arising out of any one occurrence

4 LOSS OF KEYS

The **COMPANY** will indemnify the **INSURED** against

- (a) all sums which the **INSURED** shall become legally liable to pay including any consequential loss arising
- (b) liability for the costs of any necessary temporary protection of your customers premises as a direct result of your customers **KEYS** being lost whilst in the custody or control of the **INSURED** any **DIRECTOR PARTNER** or **EMPLOYEE** of the **INSURED** in connection with the **TRADE** or **BUSINESS** occurring within the **TERRITORIAL LIMITS** during the Period of Insurance

Provided that such loss necessitates the replacement changing or alteration of locks at your customers premises

The **COMPANY** will not be liable for

- (a) the amount of any **EXCESS** specified in the Schedule in respect of each and every claim
- (b) any amount in excess of the Limit of Indemnity specified in the Schedule during any one Period of Insurance

PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION – EXTENSIONS (continued)

These extensions are subject to all other terms conditions and exclusions of the Policy.

5 CROSS LIABILITIES

If this Policy is issued in the joint names of more than one **INSURED** the **COMPANY** will indemnify each of them as though a separate Policy had been issued to each of them

Provided that the total liability of the **COMPANY** in respect of any occurrence or series of occurrences attributable to one original cause or source will in no circumstances exceed in the aggregate the Limit of Indemnity stated in the Schedule

6 LEGAL COSTS AND EXPENSES

The **COMPANY** will pay in addition to the Limit of Indemnity legal costs and expenses incurred with its written consent for

- (a) representation at any coroners inquest or inquiry in respect of any death
- (b) defending in any court of summary jurisdiction or any proceedings in respect of any act or omission

which may be the subject of indemnity under this Section

7 DEFECTIVE PREMISES ACT 1972

The **COMPANY** will indemnify the **INSURED** against liability for **INJURY** loss or damage arising solely by reason of Section 3 of the Defective Premises Act 1972 in connection with premises previously owned by the **INSURED** for purposes pertaining to the **TRADE** or **BUSINESS** and since disposed of by the **INSURED**

The **COMPANY** will not be liable under this Extension in respect of **INJURY** loss or damage

- (a) happening prior to the disposal of the premises
- (b) to the premises disposed of
- (c) if the **INSURED** is entitled to indemnity from any other source

8 HEALTH AND SAFETY AT WORK ETC ACT

LEGAL DEFENCE COSTS

The **COMPANY** will be liable for all costs and expenses incurred with its written consent in respect of the defence of

- (a) the **INSURED**
- (b) at the **INSUREDS** request any **DIRECTOR PARTNER** or **EMPLOYEE**

against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- (i) the Health and Safety at Work etc Act 1974
- (ii) the Health and Safety at Work (Northern Ireland) Order 1978
- (iii) Part II of the Consumer Protection Act 1987

Provided that the offence under such legislation is alleged to have been committed during the Period of Insurance in connection with the **TRADE** or **BUSINESS** within the **TERRITORIAL LIMITS**

The **COMPANY** will not be liable under this Extension for

- (a) the cost of any fine or penalty
- (b) legal costs and expenses where indemnity is provided by any other insurance
- (c) proceedings arising out of any deliberate act or omission by the **INSURED DIRECTOR PARTNER** or **EMPLOYEE**

PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION – EXTENSIONS (continued)

These extensions are subject to all other terms conditions and exclusions of the Policy.

9 LEASED AND RENTED PREMISES

The **COMPANY** will indemnify the **INSURED** against legal liability for loss or damage to premises hired to or rented to the **INSURED** for the purpose of the **TRADE** or **BUSINESS** within the **TERRITORIAL LIMITS**

The **COMPANY** will not be liable under this Extension in respect of

- (a) the first £100 of such loss or damage caused otherwise than by fire or explosion
- (b) liability for loss or damage assumed by the **INSURED** under a tenancy or other agreement which would not have attached in the absence of such agreement

10 MOTOR CONTINGENCY LIABILITY

The **COMPANY** will indemnify the **INSURED** against legal liability arising out of the use for the purposes of the **TRADE** or **BUSINESS** of any motor vehicle not belonging to or provided by the **INSURED**

The **COMPANY** will not be liable under this Extension in respect of

- (a) indemnifying any party other than the **INSURED**
- (b) loss of or damage to such motor vehicle or to property conveyed therein or thereon
- (c) **INJURY** loss or damage arising while such vehicle is being driven by the **INSURED** or **DIRECTOR** or **PARTNER**
- (d) legal liability where indemnity is provided under any other insurance or security
- (e) **INJURY** to any **EMPLOYEE**
- (f) **INJURY** loss or damage occurring outside any country within the European Union

11 MECHANICAL PLANT AS A TOOL OF TRADE

The **COMPANY** will indemnify the **INSURED** in respect of liability arising out of ownership or use of mechanically propelled plant whilst such plant is being used as a tool of trade within the **TERRITORIAL LIMITS** but not in respect of any liability

- (a) in connection with any watercraft hovercraft or aircraft
- (b) where indemnity is granted elsewhere
- (c) which is required to be insured under any road traffic legislation or is the subject of other security

12 INDEMNITY TO PRINCIPAL

The **COMPANY** will indemnify any **PRINCIPAL** in respect of the legal liability of such **PRINCIPAL** arising out of work carried out by the **INSURED** under a contract or agreement provided that

- (a) the terms of such contract or agreement require the extension of such indemnity to the **PRINCIPAL**
- (b) an indemnity would have been provided under this Policy had the claim been made against the **INSURED**
- (c) the **PRINCIPAL** complies with and is subject to the terms and conditions of this Policy in so far as they can apply
- (d) the conduct and control of all claims is vested in the **COMPANY**

PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION – EXTENSIONS (continued)

These extensions are subject to all other terms conditions and exclusions of the Policy.

13 OVERSEAS PERSONAL LIABILITY

The **COMPANY** will indemnify

- (1) the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE**
- (2) any member of the **INSURED DIRECTORS PARTNERS** or **EMPLOYEES** family accompanying them

against all sums which they become legally liable to pay as compensatory damages and claimants costs and expenses arising out of accidental

- (a) **INJURY** to any person
- (b) physical loss of or physical damage to material property

occurring within the territories stated in (2) of the **TERRITORIAL LIMITS** during temporary visits in connection with the **TRADE** or **BUSINESS** during the Period of Insurance

Provided that

- (i) the conduct and control of all claims is vested in the **COMPANY**
- (ii) any person entitled to indemnity under this Extension complies with and is subject to all terms conditions and exclusions in this Policy in so far as they can apply
- (iii) the liability of the **COMPANY** will not exceed the Limit of Indemnity stated in the Schedule

The **COMPANY** will not be liable under this Extension for

- (a) liability arising from
 - (i) any business profession or trade
 - (ii) the ownership or occupation of land or buildings
 - (iii) the ownership possession or use of firearms (other than sporting guns) mechanically propelled vehicles and anything attached to them craft intended to travel through air or space hovercraft watercraft (other than non mechanically propelled craft less than 9 metres in length used on inland waters) or animals (other than pet domestic animals)

(iv) property held in trust

(v) **INJURY** to the **INSURED DIRECTOR PARTNER** or **EMPLOYEE** or any member of the **INSURED DIRECTORS PARTNERS** or **EMPLOYEES** family

- (b) liability more specifically insured
- (c) liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement
- (d) the amount of the **EXCESS** specified in the Schedule in respect of each and every claim for loss of or damage to property

PUBLIC & PRODUCTS LIABILITY INSURANCE SECTION – CONDITIONS

To the extent these conditions are able to take effect as conditions precedent to the liability of the **COMPANY** under this Policy they are deemed to be conditions precedent to the liability of the **COMPANY** and apply in addition to the General Conditions

1 USE OF HEAT PRECAUTIONS

In respect of the use away from the **INSURED'S** premises of hot air guns or blow lamps or blow torches or welding equipment or flame cutting equipment the following precautions must be observed

- (a) hot air guns in operating mode and lighted blow lamps blow torches flame cutting or welding equipment must not be left unattended and must be extinguished immediately after use
- (b) at least one 2 gallon or 9 litre fire extinguisher per item of heat equipment must be kept available for immediate use
- (c) all moveable combustible materials must be removed from the immediate vicinity of the work (to a distance of 6 metres when welding or flame cutting equipment is used) and all combustible material which cannot be moved must be covered by overlapping sheets of flame proof material except when hot air guns are used
- (d) a fire safety check of the working area must be carried out immediately after completion of each period of work but when welding or flame cutting equipment is used the fire safety check must also be carried out 30 minutes after the work ceases

2 INTERIOR SERVICES PRECAUTIONS

Prior to the commencement of any installation work the **INSURED** must take all reasonable steps to ascertain the position of all pipes cables and building services at the site of the work including the use of pipe and cable detectors

3 UNDERGROUND SERVICES PRECAUTIONS

Prior to the commencement of any digging or excavation work the **INSURED** must take all reasonable steps to ascertain the position of all pipes cables and underground services at the site of the work including the use of any telephone enquiry facility for the location of underground services

EMPLOYERS LIABILITY INSURANCE SECTION

The Employers Liability Insurance Section is operative only if a Limit of Liability is shown for Employers Liability in the Schedule

The **COMPANY** will indemnify the **INSURED** against all sums which the **INSURED** shall become legally liable to pay as compensatory damages and claimants costs and expenses in respect of **INJURY** sustained by an **EMPLOYEE** arising out of and in the course of employment by the **INSURED** within the **TERRITORIAL LIMITS** in connection with the **TRADE** or **BUSINESS** during the Period of Insurance

The **COMPANY** will also pay for all legal costs and expenses incurred with its written consent

- (a) in defence of any claims
- (b) for representation at any inquiry in respect of any death

which may be the subject of indemnity under this Section

LIMIT OF LIABILITY (EMPLOYERS LIABILITY)

The maximum liability of the **COMPANY** inclusive of all costs and expenses payable under this Section and its Extensions shall be the Limit of Liability stated in the Schedule in respect of any one claim against the **INSURED** or series of claims against the **INSURED** arising out of any one occurrence

EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

1 PASSENGER LIABILITY

compensation to an **EMPLOYEE** for bodily injury sustained when the **EMPLOYEE** is carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where any road traffic legislation requires compulsory insurance or security covering that risk

2 OFFSHORE

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

3 EXCLUDED LOCATIONS

INJURY arising in connection with work on or in

- (a) railways
- (b) watercraft or offshore gas or oil installations
- (c) chemical or petrochemical works oil or gas refineries or oil or gas storage facilities
- (d) **AIRSIDE** or aircraft
- (e) power stations
- (f) any installation or establishment where nuclear processing is undertaken

EMPLOYERS LIABILITY INSURANCE SECTION (continued)

The Employers Liability Insurance Section is operative only if a Limit of Liability is shown for Employers Liability in the Schedule

EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

4 ASBESTOS

any liability of whatsoever nature 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 such removal or disposal provided that

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

EMPLOYERS LIABILITY INSURANCE SECTION – EXTENSIONS

These extensions are subject to all other terms conditions and exclusions of the Policy

1 HEALTH AND SAFETY AT WORK ETC ACT

LEGAL DEFENCE COSTS

The **COMPANY** will be liable for all costs and expenses incurred with its written consent in respect of the defence of

- (a) the **INSURED**
- (b) at the **INSUREDS** request any **DIRECTOR PARTNER** or **EMPLOYEE**

against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- (i) the Health and Safety at Work etc Act 1974
- (ii) the Health and Safety at Work (Northern Ireland) Order 1978

Provided that the offence under such legislation is alleged to have been committed during the Period of Insurance in connection with the **TRADE** or **BUSINESS** within the **TERRITORIAL LIMITS**

The **COMPANY** will not be liable under this Extension for the cost of any fine or penalty

2 INDEMNITY TO PRINCIPAL

The **COMPANY** will indemnify any **PRINCIPAL** in respect of the legal liability of such **PRINCIPAL** arising out of work carried out by the **INSURED** under a contract or agreement provided that

- (a) the terms of such contract or agreement require the extension of such indemnity to the **PRINCIPAL**
- (b) an indemnity would have been provided under this Policy had the claim been made against the **INSURED**
- (c) the **PRINCIPAL** complies with and is subject to the terms and conditions of this Policy in so far as they can apply
- (d) the conduct and control of all claims is vested in the **COMPANY**

3 EMPLOYEES UNSATISFIED DAMAGES

If a judgement for compensatory damages or costs in respect of **INJURY** sustained by an **EMPLOYEE** arising out of and in the course of employment or engagement by the **INSURED** in connection with the **TRADE** or **BUSINESS** and arising from an accident occurring within the **TERRITORIAL LIMITS** during the Period of Insurance

- (a) is obtained by such **EMPLOYEE** in any Court situate within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man against any person or corporate body other than the **INSURED** domiciled or operating from premises within those territories and
- (b) remains wholly or partly unsatisfied six months after the date of such judgement

at the request of the **INSURED** the **COMPANY** will pay to such **EMPLOYEE** the amount of the compensatory damages and costs remaining unsatisfied

Provided that

- (i) there is no appeal outstanding
- (ii) the **EMPLOYEE** has assigned the judgement to the **COMPANY**

FIDELITY GUARANTEE INSURANCE SECTION

The Fidelity Guarantee Insurance Section is operative only if a Limit of Indemnity is shown for Fidelity Guarantee in the Schedule

The **COMPANY** will indemnify the **INSURED** for direct loss of **MONEY** or goods belonging to the **INSURED** or to customers of the **INSURED** caused by any act of **THEFT** committed during the Period of Insurance by an **EMPLOYEE** of the **INSURED** normally resident within the **TERRITORIAL LIMITS** and discovered not later than 12 months after the termination of

- (a) this insurance
 - (b) the employment of the **EMPLOYEE** committing such act of **THEFT**
- whichever occurs first

LIMIT OF INDEMNITY

The liability of the **COMPANY** under this Section in respect of any **ONE CLAIM** caused by the **EMPLOYEE** shall not exceed the Limit of Indemnity stated in the Schedule.

In the event that **ONE CLAIM** is caused by two or more **EMPLOYEES ACTING IN COLLUSION** the liability of the **COMPANY** in all shall not exceed the Limit of Indemnity stated in the Schedule

Irrespective of the number of Periods of Insurance during which this insurance (and any insurance issued in substitution therefor) shall remain in force the total liability of the **COMPANY** in respect of any **ONE CLAIM** shall not exceed the Limit of Indemnity stated in the Schedule

EXCLUSIONS

These apply in addition to the General Exclusions

The **COMPANY** will not be liable for

- 1** loss of interest or consequential loss of any kind
- 2** the amount of the **EXCESS** specified in the Schedule in respect of any **ONE CLAIM**
- 3** loss caused by an act of any **EMPLOYEE** committed prior to the inclusion of that **EMPLOYEE** under this Section
- 4** further acts of **THEFT** by an **EMPLOYEE** immediately following the discovery by the **INSURED** of an act of **THEFT** by that **EMPLOYEE**

FIDELITY GUARANTEE INSURANCE SECTION - SPECIAL DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters in this Section

ACTING IN COLLUSION

means all circumstances where two or more **EMPLOYEES** are concerned or implicated together or materially assist each other in committing the acts of **THEFT**

EMPLOYEE

means any person

- (a) under a contract of service or apprenticeship with the **INSURED** or
- (b) undergoing training under any Government approved training scheme under the control of the **INSURED** whilst in the service of the **INSURED** in connection with the **TRADE** or **BUSINESS** within the **TERRITORIAL LIMITS**

The term **EMPLOYEE** shall include

- (a) any **DIRECTOR** if such person
 - (1) is also employed by the **INSURED** under a contract of service and
 - (2) controls no more than 5% of the issued share capital of the insured company or of any subsidiary of the insured company
- (b) any person retired from full time employment with the **INSURED** who is working for the **INSURED** as a consultant under the control or direction of the **INSURED**

ONE CLAIM

means all acts of **THEFT** throughout the continuation of this insurance (or any insurance issued in substitution therefor or for which this insurance is substituted) committed by one individual **EMPLOYEE** or by two or more **EMPLOYEES ACTING IN COLLUSION**

TERRITORIAL LIMITS

means England Scotland Wales the Channel Islands and the Isle of Man

THEFT

means any act of fraud or dishonesty by an **EMPLOYEE** committed with the clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the **EMPLOYEE** to receive such gain other than salaries fees commission or other **EMPLOYEE** benefit earned in the normal course of employment

FIDELITY GUARANTEE INSURANCE SECTION - CONDITIONS

To the extent these conditions are able to take effect as conditions precedent to the liability of the **COMPANY** under this Policy they are deemed to be conditions precedent to the liability of the **COMPANY** and apply in addition to the General Conditions

1 NON CONTRIBUTION

If at the time of loss of **MONEY** or goods belonging to the **INSURED** or to customers of the **INSURED** or at the time a claim for such property arises the **INSURED** is or would but for the existence of this Insurance be entitled to indemnity under any other insurance or to recover under any guarantee or indemnity fund the **COMPANY** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other insurance guarantee or fund had this insurance not been effected

2 MONEY DUE TO EMPLOYEES

If upon discovery of any loss

- (a) any **MONEY** of the **EMPLOYEE** responsible for such act of **THEFT** in the **INSUREDS** possession and
- (b) any **MONEY** salary fee or commission which but for the **EMPLOYEES THEFT** would have been due to the **EMPLOYEE** from the **INSURED** is legally withheld by the **INSURED** and remains in the **INSUREDS** possession after termination of the employment of such **EMPLOYEE** the total of such sums shall be deducted by the **COMPANY** from the amount of the loss

3 MONEY RECEIVED

In the event that the **INSUREDS** claim has exceeded the Limit of Indemnity any **MONEY** which is recovered less costs incurred in recovery shall accrue

- (a) firstly to the benefit of the **INSURED** to reduce or extinguish the amount of the **INSUREDS** loss (but not the **EXCESS**)
- (b) thereafter to the benefit of the **COMPANY** to the extent of the claim paid or payable and
- (c) finally to the benefit of the **INSURED** where the **EXCESS** has been deducted from the claim

4 OBTAINING REIMBURSEMENT

The **INSURED** shall give all reasonable assistance to the **COMPANY** in suing for and obtaining reimbursement from any **EMPLOYEE** responsible for any act of **THEFT** in respect of losses paid or payable under this insurance

MONEY INSURANCE SECTION

The Money Insurance Section is operative only if a Limit of Indemnity is shown for Money in the Schedule

The **COMPANY** will indemnify the **INSURED** against legal liability for loss of or damage to **MONEY** belonging to customers of the **INSURED** occurring within the **TERRITORIAL LIMITS** in connection with the **TRADE** or **BUSINESS** during the Period of Insurance provided always that the insurance by this Section shall commence from the time that the **INSURED** accepts responsibility in writing for each consignment of **MONEY** and shall cease upon acceptance in writing by the customer or other consignee

LIMIT OF INDEMNITY

The maximum liability of the **COMPANY** in respect of all indemnity payable under this Section and extensions of this Section in respect of or arising out of any one occurrence attributable to one original cause or source will not exceed in the aggregate the Limit of Indemnity stated in the Schedule

EXCLUSIONS

These apply in addition to the General Exclusions

The **COMPANY** will not be liable for

- 1** loss of or damage to **MONEY** occurring outside the **TERRITORIAL LIMITS**
- 2** depreciation shortages errors omissions or direct or indirect consequential loss of any kind
- 3** loss of or damage to **MONEY** from any unattended conveyance
- 4** the amount of any **EXCESS** specified in the Schedule in respect of each and every claim

MONEY INSURANCE SECTION - EXTENSIONS

These extensions are subject to all other terms conditions and exclusions of the Policy

1 THEFT BY EMPLOYEES

The **COMPANY** will indemnify the **INSURED** against liability for loss of **MONEY** belonging to customers of the **INSURED** during the Period of Insurance arising out of theft dishonesty fraud or embezzlement by any **EMPLOYEE DIRECTOR** or **PARTNER** of the **INSURED** discovered within seventy-two hours of its occurrence

Provided that

- (a) the hours of Saturdays Sundays and official Public Holidays shall not be included in the calculation of the discovery period
- (b) the **COMPANY** has not declined to provide Fidelity Guarantee Insurance to the **INSURED**
- (c) the total liability of the **COMPANY** in respect of any occurrence or series of occurrences attributable to one original cause or source will in no circumstances exceed in the aggregate the Limit of Indemnity stated in the Schedule

2 ADDITIONAL EXPENSES

The **COMPANY** will indemnify the **INSURED** against liability in respect of claims made by customers of the **INSURED** for additional expenses incurred by such customers in making up duplicate payroll and/or or payment of overtime wages for employees of such customers as a result of such employees having to wait after their normal working hours for their pay following loss for which the **COMPANY** has provided indemnity under this Section

Provided that the **COMPANY** will not be liable under this Extension for any amount in excess of £2,000

3 SAFES AND CLOTHING

In addition to any Limit of Indemnity stated in the Schedule for **MONEY** on the **INSURED'S** own

premises the **COMPANY** will also indemnify the **INSURED** against the cost of loss of or damage to

- (a) safes containing customers' **MONEY** arising from theft or attempted theft
- (b) clothing of any **DIRECTOR PARTNER** or **EMPLOYEE** of the **INSURED** arising from robbery or attempted robbery of customers' **MONEY** provided that the **COMPANY** will not be liable under this Extension for any amount in excess of £500 in respect of each person's clothing

MONEY INSURANCE SECTION - CONDITIONS

To the extent these conditions are able to take effect as conditions precedent to the liability of the **COMPANY** under this Policy they are deemed to be conditions precedent to the liability of the **COMPANY** and apply in addition to the General Conditions

- 1** In respect of all operations of the **INSURED** involving custody of **MONEY** belonging to customers of the **INSURED**
 - (a) there shall be not less than two **EMPLOYEES** of the **INSURED** in each vehicle carrying **MONEY** unless the **COMPANY** has provided its prior written agreement otherwise
 - (b) all activities shall be made within radio range of the operational base and all vehicles shall be equipped to maintain radio contact
- 2** All losses involving theft or disappearance of **MONEY** shall be reported immediately to the police
- 3** Any Limit of Indemnity stated in the Schedule for **MONEY** on the **INSUREDS** own premises will not apply to **MONEY** in the ordinary course of transit or during the transfer of **MONEY** from one vehicle to another

GENERAL CONDITIONS - applicable to all sections of the Policy

All conditions in this Policy are to the extent they are able to take effect as conditions precedent to the liability of the **COMPANY** under this Policy deemed to be conditions precedent to the liability of the **COMPANY**

1 OBSERVANCE OF POLICY TERMS

The **INSURED** 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 the **INSURED**

2 REASONABLE PRECAUTIONS

The **INSURED** will take all reasonable

- (a) precautions to select and supervise **EMPLOYEES**
- (b) precautions to prevent accidents **INJURY** loss or damage
- (c) measures to observe and fulfil the requirements of all statutory obligations and regulations
- (d) care to maintain their premises plant and machinery and everything used in the **TRADE** or **BUSINESS** in sound condition and proper repair and fit for the purpose for which they are used

3 ALTERATION OF TRADE OR BUSINESS

The **INSURED** will immediately notify the **COMPANY** in writing of any alteration in the **TRADE** or **BUSINESS** which may increase the risk of **INJURY** or loss or damage

4 FRAUD

If any claim under this Policy is in any respect fraudulent or dishonest or if any fraudulent or dishonest means or devices are used by the **INSURED** or any **DIRECTOR** or **PARTNER** or anyone acting on the **INSURED'S** behalf to obtain any benefit under this Policy or if any loss damage or destruction is occasioned by the wilful act or with the connivance of the **INSURED** or any **DIRECTOR** or **PARTNER** then all benefits under this Policy will be forfeited

5 NON CONTRIBUTION

This Policy does not cover any liability for which indemnity is recoverable under any other policy except for an amount in excess of that recoverable thereunder

6 CLAIMS - COMPANYS RIGHTS

The **COMPANY** having been advised of a claim or of an occurrence which might give rise to a claim under this Policy will be entitled to

- (a) undertake and conduct in the name of the **INSURED** the defence control or settlement of any claim and for its own benefit take proceedings in the **INSURED'S** name for the purpose of mitigating the loss or of enforcing any rights or remedies or of obtaining relief or indemnity from other parties whether prior to or after payment of any claim has been made The **COMPANY** shall have full discretion in the conduct of any such proceedings
- (b) pay to the **INSURED** in settlement of its liability for all claims arising out of any one occurrence or series of occurrences attributable to one original cause either
 - (i) the Limit of Indemnity or Limit of Liability of the appropriate Section or Extension or
 - (ii) such lesser amount for which the claim or claims may be settled

The **COMPANY** will only provide indemnity for costs fees or expenses incurred up to the date of such payment less any amounts already paid Provided that in the event of a claim or series of claims resulting in the **INSURED** being liable to pay a sum in excess of the Limit of Indemnity the liability of the **COMPANY** for such costs fees and expenses shall not exceed an amount being in the same proportion as the **COMPANY'S** payment to the **INSURED** bears to the total payment made by or on behalf of the **INSURED** in settlement of the claim or claims

GENERAL CONDITIONS – applicable to all sections of the Policy

7 CLAIMS - INSUREDS ACTION

Whenever anything occurs which might give rise to a claim or liability under this Policy the **INSURED** will

- (a) immediately notify Camberford Law plc of Lygon House, 50 London Road, Bromley, Kent BR1 3RA in writing and provide full written particulars of such event and such other information or details as may be required
- (b) send to Camberford Law plc immediately on receipt and unacknowledged every letter claim writ summons or process or other document served on the **INSURED** relating to a claim
- (c) immediately notify the Police of any **INJURY** or loss or damage caused by malicious persons or by theft fraud dishonesty or embezzlement
- (d) do and permit to be done all things reasonably practicable to minimise any loss or damage and accept all reasonable requirements of the

COMPANY in minimising such loss or damage

Notice shall also be given to Camberford Law plc immediately of any impending prosecution or inquest or fatal inquiry in connection with any such occurrence

No admission written statements offer promise payment or indemnity shall be made or given by or on behalf of the **INSURED** without the written consent of the **COMPANY**

The **INSURED** or any **DIRECTOR PARTNER EMPLOYEE** or representative of the **INSURED** shall not hold a meeting or interview with any party relating to any event which may give rise to any liability under this Policy without the consent of the **COMPANY**

8 CLAIMS - CO-OPERATION

The **INSURED** will provide all information help assistance and co-operation required by the **COMPANY** in connection with any claim

9 CANCELLATION

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

10 PAYMENT OF PREMIUM

- (a) 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
- (b) If the Premium for the Policy is paid through the **COMPANYS** credit scheme
 - (i) it is a condition precedent to the **COMPANYS** liability that each credit payment is made on the due date as required by the repayment schedule of the credit scheme and in the event of a default through non-compliance with credit scheme Terms and Conditions then the Policy will be cancelled from the date of the first default
 - (ii) in the event of a default in the repayment schedule occurring through circumstances other than a breach of the Terms and Conditions of a credit scheme then the Policy will be suspended for 21 days in order for the default to be remedied If the default remains unremedied within that time the Policy will be cancelled at the end of that 21 day period

11 PAYMENT OF CLAIMS

In the event of a claim being made under a Policy the Premium for which is paid through the **COMPANYS** credit scheme the **COMPANY** may avail itself of the Terms and conditions of the credit scheme and deduct any sum outstanding from the **INSURED** to the **COMPANY** in respect of the credit facility from any settlement due to the **INSURED** of a claim made under this Policy

12 VOIDANCE

The Policy will be voidable in the event of non-disclosure of any material information or fact or misrepresentation or misdescription

GENERAL CONDITIONS – applicable to all sections of the Policy

13 EMPLOYERS LIABILITY RIGHT OF RECOVERY

Where Employers Liability risks are insured by this Policy the indemnity provided is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to **EMPLOYEES** within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man However the **INSURED** will repay to the **COMPANY** all sums paid by the **COMPANY** which the **COMPANY** would not have been liable to pay but for the provisions of such law

14 ARBITRATION

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator in England who is to decide the matter in dispute according to English law and is to be appointed by the parties in accordance with the English 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 will be a condition precedent to any right of action against the **COMPANY**

15 PREMIUM ADJUSTMENT

If the premium and tax for this Policy has been calculated on estimates furnished by the **INSURED** an accurate record containing all particulars relative thereto shall be kept by the **INSURED** who shall at all times allow the **COMPANY** to inspect such records and shall supply such particulars and information as the **COMPANY** may require within one month of the expiry of each Period of Insurance and the premium and tax shall thereupon be adjusted by the **COMPANY** subject to the retention by the **COMPANY** of the Minimum Premium The **INSURED** agrees to pay to the **COMPANY** any additional premium and tax that may result from such adjustment

16 LAW GOVERNING THE POLICY

Where the **INSURED** is an individual the **INSURED** has the right to choose the law which shall apply to the contract However English Law shall apply unless otherwise agreed in writing by the **COMPANY** Unless otherwise agreed in writing any dispute or difference concerning liability under or interpretation of this Policy will be governed by and construed in accordance with English Law and the **INSURED** will submit such dispute or difference to the exclusive jurisdiction of the English Courts

17 BONA FIDE SUBCONTRACTORS

In respect of the **INSURED'S** liability at law for any claim arising out of or in connection with work undertaken on behalf of the **INSURED** by independent contractors (bona fide subcontractors) the **INSURED** will at the time of appointing such contractors and at least annually thereafter obtain evidence that such contractors have in force throughout the duration of their contract with the **INSURED** policies of insurance covering

- (a) Employers Liability insurance in accordance with any law relating to the compulsory insurance of liability to employees
- (b) Public Liability (including Inefficacy and Contractual Liability) and Products Liability (including Products Inefficacy Liability) insurance providing cover for legal liability for **INJURY** to any person (other than as in (a) above) and physical loss of or physical damage to material property with Limits of Indemnity of not less than those applying to this Policy

and containing an Indemnity to Principal clause and including the work to be undertaken on behalf of the **INSURED**

No claim will be payable under this Policy in relation to work undertaken on behalf of the **INSURED** by independent contractors (bona fide subcontractors) unless the **INSURED** shall have retained a copy of evidence of the policies of insurance held by such contractors (being a copy of the current relevant insurance policy and schedule or other written proof)

GENERAL CONDITIONS – applicable to all sections of the Policy

18 VETTING OF EMPLOYEES

The **INSURED** will at all times obtain satisfactory references in respect of all **EMPLOYEES** before any person is employed in accordance with

- (a) British Standard BS7858 Code of Practice for Security Screening of Personnel employed in a Security Environment and/or British Standard BS7499 Manned Security Services Part 1, Code of Practice for Static Guarding and Mobile Control Services or any amendment thereto in respect of **EMPLOYEES** engaged in guarding activities or the provision of key holding services or security installation servicing or maintenance services or activities or
- (b) British Standard BS7960 Code of Practice for Door Supervisors/Stewards or any amendment thereto in respect of **EMPLOYEES** engaged in door supervising activities or stewarding work

A written record of any verbal reference shall be made at the time it is obtained and the original copy of each written reference and the record of any verbal reference shall be retained by the **INSURED** and shall be made available for inspection by the **COMPANY** on request

This General Condition applies only to

- (a) the Public and Products Liability Insurance Section
- (b) the Fidelity Guarantee Insurance Section and
- (c) the Money Insurance Section

19 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- (a) This Policy is a contract solely between the **COMPANY** (which term in this Condition shall include Underwriter or Insurer) and the **INSURED** (which term in this Condition shall include **ASSURED**) or **INSUREDs** specifically named in the Policy Schedule. It is not intended to confer any contractual rights on any other person (which term in this Condition shall include the plural bodies corporate and unincorporated associations) unless the **COMPANY** has agreed thereto in writing

19 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 (continued)

The **COMPANY** may at its discretion and on such terms as it shall specify grant to the **INSURED** in writing the power to designate a person who shall then be entitled to such contractual rights under the Policy as may be specified and subject to the due observance of the terms and conditions of the Policy and of this Condition

- (b) Where the **COMPANY** has granted rights to a person other than the **INSURED** named in the Policy Schedule or where the **COMPANY** has granted to the **INSURED** named in the Schedule the power to designate any other person as being entitled to contractual rights under this Policy such contractual rights shall be subject to the following additional conditions each of which shall be a condition precedent to the liability of the **COMPANY** to grant any indemnity or make any payment to that person under this Policy
 - (i) At the time when such contractual rights were granted to such person the Policy shall have been in full force and no circumstances shall have occurred which whether known or unknown to the **COMPANY** would entitle the **COMPANY** to rescind cancel or avoid the Policy
 - (ii) The **INSURED** named in the Schedule shall not be or have been in breach of any term or condition of the Policy
 - (iii) The **INSURED** named in the Schedule shall have complied fully with any procedures which may be from time to time issued by the **COMPANY** for the recording and notification of particulars of persons granted such contractual rights under the Policy
 - (iv) Up to and at the time of the occurrence of any event which is the subject of any claim under this Policy the person claiming contractual rights under this Policy shall have observed fully all terms and conditions of this Policy in so far as they shall be reasonably capable of being applied to such person and thereafter shall comply with all the terms of the Policy relating to the management of claims as if they were named as the Insured in the Policy Schedule

GENERAL CONDITIONS – applicable to all sections of the Policy

19 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

(continued)

- (c) Any right of the **COMPANY** to rescind cancel or vary this Policy shall not be subject to or diminished by the rights of any person who is granted contractual rights under the Policy Notice of the exercise of such rights (namely to rescind avoid cancel or vary this Policy) by the **COMPANY** shall be effective if given in writing and sent to the last known address of the **INSURED** first named in the Policy Schedule
Such notice shall be deemed to be notice to any person having contractual rights under the Policy
- (d) The maximum limit placed on any benefit sum insured or indemnity payable under this Policy shall not be increased by the number of persons entitled to exercise contractual rights under the Policy and the **COMPANYs** liability shall not thereby be increased above the amount that would have been payable if the **INSURED** first named in the Policy Schedule was the only person entitled to contractual rights under the Policy
- (e) The receipt of any person appearing to be entitled to claim under the Policy shall be effective as a receipt on behalf of all such persons who may be entitled to claim under the Policy The **COMPANY** shall not be under any duty to inquire into the relative priorities of any persons claiming to be entitled to any benefit or indemnity under the Policy
- (f) All other terms and exclusions of the Policy shall remain in full force and effect

GENERAL EXCLUSIONS – applicable to all sections of the Policy

This Policy does not cover

1 NUCLEAR RISKS

- (a) loss or destruction of or damage to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature
directly or indirectly caused by or contributed to by or arising from
 - (i) ionising 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 thereof

This General Exclusion does not apply to the Employers Liability Section

2 WAR RISKS

any contingency occasioned by or happening through or in consequence of war invasion acts of foreign enemies hostilities or warlike 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 martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority

3 TERRORISM

legal liability or any cost or expense of whatsoever nature or wheresoever arising directly or indirectly caused by resulting from or in connection with

- (i) any act of TERRORISM regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (ii) 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) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to 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 legal liability cost or expense is not covered by this Policy (or is covered only up to a specified Limit of Liability) the burden of proving that such legal liability cost or expense is covered (or is covered beyond the Limit of Liability) shall be upon the **INSURED**

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

4 PRESSURE WAVES

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

GENERAL EXCLUSIONS – applicable to all sections of the Policy

5 DATE RECOGNITION/DISCONTINUITY

loss destruction or damage or consequential loss 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 the property of the **INSURED** 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 such data or information or command or instruction on or after any date
- or
- (c) otherwise to function correctly

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

- (i) fire lightning explosion earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers malicious persons other than thieves storm flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal or
- (ii) theft other than in respect of the Fidelity Guarantee Insurance Section and Money Insurance Section

where insured by this Policy and not otherwise excluded then this Exclusion shall not apply to such additional loss destruction or damage or consequential loss

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



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