

Definitions

Money

Negotiable and non-negotiable money belonging to **the Insured** or for which **the Insured** are responsible.

Negotiable Money

Cash, bank and currency notes, uncrossed cheques, giro cheques including pre-authenticated giro cheques, uncrossed warrants, uncrossed postal and money orders, current postage and revenue stamps, National Savings stamps and certificates, holiday with pay stamps and gift tokens, National Insurance stamps (whether affixed to cards or not), debit card sales vouchers, trading stamps, luncheon vouchers and bills of exchange, securities for money travel warrants and authenticated travel tickets and phone cards for use by **the Insured** or any partner, director or employee of the **Insured** in connection with **the Insured's Business**, consumer redemption vouchers and company sales vouchers and unexpired units in franking machines, all belonging to **the Insured** for which **the Insured** has accepted responsibility.

Non-negotiable Money

Crossed warrants, crossed cheques, crossed giro drafts, crossed postal and money orders, crossed bankers drafts, crossed National Giro bank cash cheques, premium bonds, savings bonds, stamped National Insurance cards, National Savings Certificates, VAT purchase invoices and credit card sales vouchers all belonging to **the Insured** or for which **the Insured** has accepted responsibility.

In Transit

In transit in the personal custody of **the Insured**, or of any authorised partner, director, club official or employee of **the Insured**, a security organisation approved by **the Insurer**.

Insured Person

The Insured or any partner, director, club official or employee of **the Insured** aged between 16 and 85 years.

Accident

Bodily injury caused by accidental, violent, external and visible means.

Loss of Limb

Loss by physical severance or permanent and total loss of use of an entire hand or arm or an entire foot or leg which the **Insured Person** has survived for at least one month.

Loss of Sight

Total loss of sight in one or both eyes which has lasted for three consecutive months of the **Insured Person's** lifetime, and is at the end of that period beyond hope of improvement.

Permanent Total Disablement

A disablement which permanently, completely and continuously prevents the **Insured Person** from attending to their usual occupation or to any other occupation for which the **Insured Person** is fitted by knowledge and training, and which having lasted 104 weeks of the **Insured Person's** lifetime is at the end of that period beyond hope of improvement.

Unattended

Any vehicle with no person in charge or where neither **the Insured** nor any partner, director, club official, or employee are in a position to keep the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle

Temporary Total Disablement

A disablement which completely and continuously prevents the **Insured Person** from attending to their usual occupation.

Temporary Partial Disablement

A disablement which continuously prevents the **Insured Person** from attending to a substantial part of their usual occupation.

Cover

The Insurer will pay the Insured

A. for loss of or damage to **Money**

- a) in the custody, private dwelling or domestic living quarters of the Insured or any authorised partner, director, club official or employee with a Limit of Liability of £300
- b) in Transit with a Limit of Liability of £300

B. for loss or damage sustained as a direct result of theft or attempted theft of **Money**, of or to

- i. any safe or strongroom or any bag or other container used by **the Insured** or any authorised partner, director, club official or employee of **the Insured** to carry **Money**
- ii. clothing and personal effects belonging to **the Insured** or to any partner, director, club official or employee of **the Insured** following assault or violence or the threat of assault or violence

C. when any **Insured Person** whilst engaged in connection with the **Business**, as a direct result of theft or attempted theft of **Money** involving assault or violence or the threat of assault or violence

- i. suffers an **Accident** resulting within 24 months, directly and independently of any other cause, in death or disablement
- ii. suffers emotional stress necessitating professional counselling, provided such counselling is recommended by a qualified medical practitioner and agreed to by **the Insurer** before costs are incurred.

Exclusions

1. Loss arising from the dishonesty of any partner, director, club official or employee of **the Insured**
2. Loss of **Money** during transit by unregistered post
3. Loss due to theft from or from any **Unattended** vehicle
4. Shortage due to error or omission
5. Any loss to safes or strongrooms unless the key or keys to the safes or strongrooms are removed from the Premises
6. Loss or shortage due to depreciation, currency fluctuations or consequential loss or damage of any kind or description
7. Loss, damage, death, **Accident**, disablement or emotional stress arising outside the **United Kingdom**
8. Loss resulting directly or indirectly from forgery, fraudulent alteration or substitution, or fraudulent use of a computer or electronic transfer
9. Loss resulting from the use of any form of payment which proves to be counterfeit, false, invalid, uncollectible or irrecoverable for any reason
10. Loss or damage directly or indirectly caused by or consisting of 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, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure
 - i. correctly to recognise any date as its true calendar date
 - ii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
 - iii. to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

Basis of Settlement

The Insurer will pay **the Insured** the amount of **Money** under any Item for which a Limit of Liability is specified in the **Policy** at the time of loss or damage.

The Insurer will also pay

- the value of any safe or strongroom, of any bag or container used to carry **Money** or of the clothing or personal effects of **the Insured** or any partner, director, club official or employee of **the Insured** lost or damaged at the same time, or at **the Insurers** option reinstate or replace such property or any part of such property
- compensation in respect of death, **Accident**, disablement or emotional stress.

The most **the Insurer** will pay for any one claim is

- A. for any one Item, the Limit of Liability
- B. for any one safe or strongroom, £300
- C. for any one bag or container, its value at the time of loss or damage
- D. for clothing or personal effects, £250 any one person
- E. for death, **Accident**, disablement or emotional stress, the amounts specified in the Table of Benefits.

Table of Benefits

Compensation Amount

- 1. a. death £10,000
- b. loss of one or more limbs and/or the sight of one or both eyes £10,000
- c. **Permanent Total Disablement** £10,000
- d. **Temporary Total Disablement** – per week £100
- e. **Temporary Partial Disablement** – per week £50

In respect of each **Insured Person**, compensation will not be paid by **the Insurer**

- A. under more than one of a., b. or c. for the consequences of the same **Accident**
- B. under d. and e. for more than 104 weeks in all in respect of one or more **Accidents**
- C. under d. or e. immediately an **Insured Person** becomes entitled to claim compensation under a., b. or c.

2. The cost of professional counselling

- a. per hour £50
- b. any one person £1,000
- c. in total £2,500

Basis of Settlement Adjustments

In calculating the most **the Insurer** will pay for any one claim, adjustments shall be made in accordance with the following clauses.

1. Contribution

If at the time of loss or damage any other insurance has been effected by or on behalf of **the Insured** covering **Money** or any other property insured by this **Section** in whole or in part, **the Insurers** liability under this **Section** shall be limited to **the Insurers** rateable proportion of such loss or damage.

2. Weekly Compensation

Weekly compensation will be paid when the total amount to be paid has been agreed, or if **the Insured** so request, at the end of each period of four consecutive weeks disablement.

3. Keys

Cover extends to include, with the written consent of **the Insurer**, the cost of replacement of keys and lock mechanisms of safes and strongrooms following theft of keys by force or violence provided that the maximum amount **the Insurer** will pay is £500 any one claim.

Section Conditions

1. Precautions

It is a condition precedent to the liability of **the Insurer** that **the Insured** must

- a. keep the Premises secure and in a good state of repair
- b. install any additional protections asked for by **the Insurer**
- c. remove all keys including duplicate keys relative to the security of the Premises and to any safe or strongroom on the Premises from such secured Premises when the Premises are left unattended
- d. exercise due care in selecting employees to be entrusted with **Money**
- e. keep a proper written record of all **Money** covered by this **Section** and allow **the Insurer** to inspect this record at all reasonable times.

2. Alterations

Unless **the Insurer** agrees in writing, cover under this **Section** shall be avoided for **Money** or any other property insured in regard to which there is any alteration after the commencement of this **Section**

- a. by removal
- b. which increases the risk of loss or damage
- c. which results in the interest of **the Insured** ceasing other than by will or operation of law.

3. Non Invalidation

This **Section** shall not be invalidated by any act or omission or by any alteration unknown to or beyond the control of **the Insured** by which the risk of loss or damage is increased, provided that **the Insured** shall give notice to **the Insurer** (and pay an additional premium if required) immediately they become aware of such alteration.

4. Additional Claims Conditions

a. In the event of loss or damage, **the Insured** shall at their own expense deliver to **the Insurer** within 30 days after loss or damage (7 days in the case of loss or damage by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons or theft) or such further time as **the Insurer** may allow in writing

i. full information in writing of the **Money** or other property insured lost or damaged, and the amount of loss or damage

ii. details of any other insurances on the **Money** or other property insured covered by this **Section**

b. In the event of **Accident** or emotional stress the **Insured Person** must

i. as soon as possible after the **Accident** has occurred, consult a qualified medical practitioner and follow the advice of such practitioner

ii. submit to any medical examination made on behalf of **the Insurer**

iii. in the event of a claim being made for the cost of professional counselling, supply **the Insurer** with a recommendation for treatment in writing by a qualified medical practitioner

c. In the event of the death of an **Insured Person** as a result of **Accident** **the Insurer** shall be entitled, at **the Insurers** expense, to arrange a post-mortem examination

d. **the Insured** shall at their own expense deliver to **the Insurer**

i. all such proofs and information relating to the claim as may reasonably be required

ii. if required, a statutory declaration of the truth of the claim and of any matters connected with it.

The Insurer will not pay for any claim unless the terms of this condition have been complied with.

5. The Insurers Rights following a Claim

In respect of loss or damage for which a claim is made, **the Insurer** and any person authorised by **the Insurer** may without incurring any liability or diminishing any of **the Insurer's** rights in respect of the cover under this **Section**, enter take or keep possession of the Premises where such loss or damage has occurred, and take possession of or require to be delivered to **the Insurer** any **Money** or any other property insured, and to deal with such **Money** and other property insured for all reasonable purposes and in any reasonable manner.

No **Money** or other property insured may be abandoned to **the Insurer**, whether taken possession of by **the Insurer** or not.

The Insurer will not pay for any claim unless the terms of this condition have been complied with.

6. Subrogation

Any claimant under this **Section** shall, at **the Insurer's** request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of **the Insured**, before or after **the Insurer** makes any payment.

The Insurer agrees to waive any such rights to which **the Insurer** might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to **the Insured** or against any company which is a subsidiary of a parent company of which **the Insured** are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the loss or damage.

7. Arbitration

If any difference arises as to the amount to be paid under this **Section** (liability being otherwise admitted by **the Insurer**), such difference shall be referred to an arbitrator to be appointed by **the Insured** and **the Insurer** in accordance with statutory provisions.

Where any difference is referred to arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against **the Insurer**.