

Money Section

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** or 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**, any authorised partner, director or employee of **the Insured**, a security organisation approved by **the Insurer**, or by registered post.

Estimated Annual Carryings

The estimate by **the Insured** of the total value of **Negotiable Money** to be in transit during the **Period of Insurance**.

Business Hours

The period during which **the Insured** or any partner, director or employee of **the Insured** is on the **Premises** for the purpose of the **Business**.

Insured Person

The Insured or any partner, director or employee of **the Insured** aged between 16 and 70 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 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 under any Item for which a Limit of Liability is specified in the **Schedule**
- 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 specified in Item 2 of the **Schedule**, or any bag or other container used by **the Insured** or any authorised partner, director or employee of **the Insured** to carry **Money**
 - ii. clothing and personal effects belonging to **the Insured** or to any partner, director 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 12 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 or employee of **the Insured** which is not discovered within 15 working days of such loss
2. loss from or damage to any machine which uses coins, notes or tokens
3. loss due to theft of or from any **Unattended** vehicle
4. shortage due to error or omission
5. any loss under Item 2.f. (as described in the **Schedule**), unless the key or keys to the specified safes or strongrooms are removed from the **Premises**, or if a person is authorised to hold such keys and that person lives on the **Premises**, that person removes all keys to that part of the **Premises** in which that person actually lives
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 of 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 **Schedule** 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 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 specified in the **Schedule**
- B. for any one safe or strongroom, £10,000
- C. for any one bag or container, its value at the time of loss or damage
- D. for clothing or personal effects, £500 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 | £25,000 |
| b. loss of one or more limbs and/or the sight of one or both eyes | £25,000 |
| c. Permanent Total Disablement | £25,000 |
| 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**.

| | | |
|---|------------------|--------|
| 2. The cost of professional counselling | - per hour | £50 |
| | - any one person | £1,000 |
| | - in total | £5,000 |

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. Damage to the Premises

Provided that a **Property Damage Section** is insured under this **Policy**, in the event that buildings are not covered by such **Property Damage Section** the **Insurer** will pay

- A. costs for which the **Insured** are responsible, necessarily and reasonably incurred by the **Insured** to repair damage to the **Premises** as a direct result of theft or attempted theft of **Money** within the **Insured's Premises** (and as insured by this **Section**)
- B. the cost of any temporary boarding-up or making good necessary to keep the **Premises** secure.

The most the **Insurer** will pay for any one claim is £5,000.

3. 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.

4. Security Company Contingency Cover

Cover extends to indemnify **the Insured** in respect of loss of **Money** in the custody of a security company covered under this **Section** if in the event of loss **the Insured** are unable to recover such **Money** from the security company under the terms of the agreement between **the Insured** and the security company

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

- a. there must be in force an agreement between **the Insured** and the security company in respect of **Money** in the custody of a security company
- b. **the Insured** must provide **the Insurer** with a copy of the agreement between **the Insured** and the security company at the inception of cover
- c. **the Insured** must obtain the written agreement of **the Insurer** before any changes are made to the agreement
- d. **the Insured** must comply with the terms of the agreement.

5. Credit Card

Cover extends to include **the Insured's** legal liability for costs necessarily incurred by **the Insured** with the written consent of **the Insurer** as a result of use by an unauthorised person of bank cards, credit cards, charge cards or debit cards belonging to **the Insured** of for which **the Insured** are responsible and arising before the card company has received notification that a card has been lost or stolen, provided that

1. this Extension shall not apply in respect of
 - a. any loss brought about by any failure to comply with the terms under which the card was issued
 - b. any card issued personally to any of **the Insured's** directors, partners or employees
 - c. losses arising after 48 hours from discovery of the loss of the card
 - d. losses covered in whole or part by any other insurance, except in respect of any excess beyond the amount which would have been payable under such other insurance had this **Section** not been effected
2. the liability of **the Insurer** shall not exceed £1,000 in respect of 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** (or if a person is authorised to hold such keys and that person lives on the **Premises**, that person must remove all keys to that part of the **Premises** in which that person actually lives), when the **Premises** are closed for **Business** or 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. Alteration in Risk

The Insured must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration in the ownership of **the Insured**, or if in respect of **Money** or any other property insured there is any alteration

- a. due to its disposal or removal
- b. in respect of which the interest of **the Insured** ceases except by will or operation of law
- c. in respect of the risks of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any site adjoining the **Premises**
- d. to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by **the Insured** to **the Insurer** at inception, renewal or variation of the **Policy** which materially increases the risk of loss or damage as insured by this **Section**.

Upon being notified of any such alteration, **the Insurer** may, at its absolute discretion

- a. continue to provide cover under this **Section** on the same terms
- b. restrict the cover provided by this **Section**
- c. impose additional terms
- d. alter the premium
- e. cancel this **Section** and the **Policy**.

If **the Insured** fails to notify **the Insurer** of any such alteration, **the Insurer** may

- a. treat this **Section** and the **Policy** as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired **Period of Insurance**, if **the Insurer** would have cancelled this **Section** and the **Policy** had it known of the increase in risk
- b. treat this **Section** and the **Policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **the Insurer** would have applied had it known of the increase in risk
- c. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had it known of the increase in risk.

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. Transit

In respect of **Negotiable Money** in transit in the personal custody of **the Insured** or of any authorised partner, director or employee of **the Insured**, it is a condition precedent to any liability under this **Section** that such **Money** will be accompanied by

- a. two able-bodied adults when in excess of £7,500
- b. three able-bodied adults when in excess of £15,000

unless otherwise agreed by **the Insurer** in writing or amended by a clause applicable to this **Section** as specified in the **Schedule**.

5. 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 (28 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 Insurer's** 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.

6. 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.

7. 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.

8. 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**.

9. Intruder Alarm Condition

It is a condition precedent to the liability of **the Insurer** that where the buildings or any part of the buildings are protected by an Intruder Alarm Installation

1. such Intruder Alarm Installation
 - a. must not be altered or amended in any way, unless such alteration or amendment has been approved in writing by **the Insurer**
 - b. must be maintained under contract with the installers, or as otherwise approved in writing by **the Insurer**
2. all keys to the Intruder Alarm Installation must be removed from the **Premises** when the **Premises** are unattended
3. **the Insured** must
 - a. maintain the secrecy of codes for the operation of the Intruder Alarm Installation and no details of such codes must be left on the **Premises** when the **Premises** are unattended
 - b. immediately notify **the Insurer** upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced or delayed
 - c. appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company and alarm receiving centre, and with the Police and/or the local authority if they so require
4. in the event of notification of
 - a. activation of the Intruder Alarm Installation
 - b. any fault in the Intruder Alarm Installation
 - c. interruption of the means to transmit or receive signals to or from the Intruder Alarm installation

during any period that the Intruder Alarm Installation is set, a Keyholder must attend the **Premises** as soon as possible in order to confirm the security of the buildings and the **Premises** and reset the Intruder Alarm System in its entirety. If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a Keyholder must remain at the **Premises** unless **the Insurer** agrees otherwise in writing.
5. the **Premises** must not be left without at least one Responsible Person in attendance without the agreement of **the Insurer**
 - a. unless the Intruder Alarm Installation is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation
 - b. where the police have withdrawn their response to
 - i. an alarm activation where the Intruder Alarm Installation does not include confirmed alarm activation technology
 - ii. a confirmed alarm activation, where the Intruder Alarm Installation includes confirmed alarm activation technology.

For the purposes of this Condition the following definitions apply:

"Intruder Alarm Installation" shall mean all the component parts detailed in the alarm specification, and include the devices used to transmit and receive signals.

"Keyholder" shall mean **the Insured** or any person or keyholding company authorised by **the Insured** who

- A. is available at all times to
 - i. accept notification of alarm signals or faults relating to the Intruder Alarm Installation
 - ii. attend and allow access to the **Premises** and the buildings
- B. has been fully trained in the operation of the Intruder Alarm Installation, including but not limited to the setting/unsetting of the installation.

"Responsible Person" shall mean **the Insured** or any a person authorised by **the Insured** to be responsible for the security of the buildings and the **Premises**.

10. Fair Presentation

If a claim is made under **Cover C** of this **Section**, **the Insurer** will not invoke the remedies which might otherwise have been available to it under General Condition 1. Fair Presentation of the Risk as against **the Insured**, if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular partner, director or employee. If the partner, director or employee concerned or **the Insured** on their behalf makes a careless misrepresentation of facts, **the Insurer** may invoke the remedies available to it under General Condition 1 as against that partner, director or employee only, as if a separate insurance contract had been issued to such person, leaving the remainder of the **Policy** unaffected.

11. Fraudulent Claims

If any fraud to which General Condition 5 relates is perpetrated by or on behalf of an **Insured Person** (and not on behalf of **the Insured**), General Condition 5 should be read as if it applies only to that **Insured Person's** claim and references to the **Policy** should be read as if they were references to the cover effected for that person alone and not to the **Policy** as a whole.