

# Money and personal accident assault section

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Your schedule will show if this section is covered.

#### Meanings of defined terms

These meanings apply within your Money and personal accident assault section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout your policy, and not just this section, can be found on page 5 of the General introduction section of your policy.

#### **Alarmed buildings**

The building(s) or those portions of the building(s) used by **you** at the **premises** protected by the **intruder alarm system**.

#### **Business hours**

Your usual office hours and the working hours (including overtime) while you or your employees entrusted with money are at your premises or your contract sites for the purposes of the business.

#### **Computer systems**

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

#### **Damage**

Accidental loss, destruction or damage.

#### **Data**

Any data of any sort whatsoever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents,

domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

#### **Defined peril**

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

#### Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**.

Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

#### **Hacking**

Unauthorised access to any **computer systems**, whether **your** property or not.

#### Insured person(s)

**You** and any of **your** principals, partners, directors or employees.

#### Intruder alarm system

The component parts including the means of communication used to transmit signals to the alarm-receiving centre.

#### **Key holder**

You or any person or key holding company authorised by you, who is available at all times to accept notification of faults to or alarm signals from the intruder alarm system and to attend and allow access to the premises.

#### Money

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

#### **Negotiable money**

Bills of exchange, uncrossed promissory notes, cash, bank and currency notes, uncrossed cheques, giro cheques including preauthenticated giro cheques, uncrossed postal orders, uncrossed money orders, uncrossed warrants, current postage stamps, unused units in franking machines, National Savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, gaming machine tokens, lottery tickets (excluding scratch cards held in stock for resale), customer redemption vouchers, authenticated travel tickets, phone cards (excluding phone cards held in stock for resale), holiday with pay stamps, luncheon vouchers, securities for money and travel warrants.

#### Non-negotiable money

Crossed warrants, credit company sales vouchers, debit card sales vouchers, crossed cheques, crossed giro drafts, crossed postal orders, crossed money orders, crossed national giro bank, crossed promissory notes, crossed bankers drafts, premium bond certificates, VAT purchase receipts, credit card counterfoils, premium bonds, savings bonds, stamped National Insurance cards and National savings certificates.

#### **Phishing**

Any access or attempted access to **data** made by means of misrepresentation or deception.

#### **Premises**

The premises shown in **your** schedule and any sites of contracts.

#### **Terrorism**

In England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

In Northern Ireland: An act including but not limited to the use of force or violence and/ or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

In the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

#### Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes, but is not limited to, trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

#### ✓ What is covered Part 1 – Money

We will cover you for

- damage to money belonging to you or for which you are responsible in connection with the business as follows
  - a negotiable money
    - i in transit
    - ii at any of your premises

- iii in a bank night safe
- iv at the residence of any insured person
- b Non-negotiable money
- c damage to safes and strong rooms belonging to you or for which you are responsible resulting from theft or any attempted theft of money anywhere within the policy territories.

**Our** liability for any one claim will not exceed the limits shown in **your** schedule.

- 2 damage to clothing and personal effects belonging to the insured person caused by robbery or attempted robbery occurring in the course of the business subject to a limit of £500 for any one insured person.
- 3 damage to
  - a any stamp franking machine
  - b money belts, waistcoats, cash-carrying cases and similar cash-carrying devices designed for the safe carriage of money

as a result of robbery or attempted robbery occurring in the course of the **business**.

- 4 costs necessarily incurred in
  - a opening or attempting to open any safe or strong room
  - b the replacement of locks of any safe or strong room

following the theft of or **damage** to the keys to the safe or strong room belonging to **you** for which **you** are responsible.

5 costs necessarily incurred by an insured person for the purpose of the business as a direct result of a credit card, charge card, debit card or bank card being lost or stolen and it being fraudulently used by someone other than you or any insured person.

**We** will not cover you in respect of credit cards, charge cards, debit cards or bank cards for

- a loss by any failure to comply with the terms under which the card was issued
- any card issued personally to an insured person

- c losses arising after 48 hours from discovery of the loss of the card
- **d** losses covered in whole or in part by any other insurance.

Our liability for any one claim will not exceed the limit shown in your schedule.

#### What is not covered Part 1 - Money

Please also refer to 'What is not covered' under Part 1 and 2.

#### Clerical errors exclusion

**We** will not cover **you** for any loss due to clerical or accounting errors.

#### **Excess exclusion**

We will not cover you for the excess shown in your schedule.

#### Fraud and dishonesty exclusion

**We** will not cover **you** for any loss arising from the fraud or dishonesty of **your** partners, directors or employees unless the loss is discovered within 14 working days of the date of the loss.

#### Unattended vehicles exclusion

**We** will not cover **you** for any loss, destruction or damage from unattended motor vehicles.

#### **Unexplained loss exclusion**

**We** will not cover **you** for loss, destruction or damage caused by or consisting of

- disappearance, unexplained or inventory shortage
- 2 misfiling or misplacing of information.

#### ✓ What is covered Part 2 – Personal accident assault

We will pay the insured person, or in the case of death their personal representatives, compensation if any insured person suffers bodily injury sustained in the course of the business, as a result of

- 1 robbery or attempted robbery or
- 2 hold-up or attempted hold-up.

Payments will be made in accordance with the following Table of compensations.

#### **Table of compensations**

The amounts shown below represent one unit of cover, **your** schedule will show how many units apply.

	Benefit	Compensation
1	Death*	£1,000
2	Total loss or permanent and total loss of use of one or more limbs*	£1,000
3	Total and irrecoverable loss of all sight in one or both eyes*	£1,000
4	Total disablement from engaging in or carrying out the insured person's usual profession or occupation	£10 per week for any one injury (while the insured person is disabled) for a period not exceeding 104 weeks calculated from the date of the injury
5	Reimbursement of incurred medical expenses*	Up to £250
6	Reimbursement of incurred counselling costs*	Up to £500

<sup>\*</sup>occurring within 2 years of the date of the event giving rise to the bodily injury

#### We will not pay

- 1 compensation to the insured person under more than one of the benefits of the table of compensations for the same bodily injury
- the weekly benefit under compensation 4 until the weekly amount payable has been agreed

3 under the compensation payable for benefit 4 more than the average weekly renumeration paid by you to the insured person over the period of 13 weeks immediately prior to the event which caused the bodily injury to the insured person who has suffered the bodily injury.

Where a compensation payment has already been made under benefit 4 and one of the benefits 1, 2 or 3 is also payable, the insured person may at their option request payment under the alternative benefit of compensation, in which case the compensation already paid under compensation 4 will be deducted from the alternative benefit of compensation now payable under 1, 2 or 3.

### Conditions applicable to Part 2 (please also refer to the Section conditions)

- 1 You must write to us as soon as possible when you need to make a claim but in any case within 3 months of the date of the event giving rise to the bodily injury.
- 2 At your expense, you must supply all certificates, information and evidence in a form that we may require. Where a claim for bodily injury is made, the insured person will undergo any medical examinations that we may require at our expense.
- 3 In the case of death of an insured person, we will be entitled to have a post-mortem examination completed at our expense.

### What is not covered Part 1 and 2

#### **Electronic risks exclusion**

**We** will not cover **you** for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- damage to or the destruction of any computer systems; or
- 2 any alteration, modification, distortion, erasure or corruption of data

in each case, whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from a **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

We will cover subsequent damage which is covered by this section, which itself results from a defined peril covered by this section, except for damage caused by malicious persons other than thieves.

#### Radioactive contamination exclusion

**We** will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by or arising from

- 1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.

#### Terrorism and Northern Ireland exclusion

**We** will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

- In England, Scotland, Wales, the Channel Islands and the Isle of Man
  - a any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism

#### 2 In Northern Ireland

a any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- b any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism
- c riot, civil commotion and (except for damage or interruption to the business caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

#### War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

#### **Section conditions**

These conditions of cover apply only to this section. You must comply with the following conditions to have the full protection of your policy.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

#### Arbitration condition

If we agree to pay your claim and you disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with

the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

### Contribution condition applicable to Part 1 – Money

If the cover provided by this section is covered by any other policy, **we** will only cover **you** for loss or damage up to the limit shown in **your** schedule above the amount payable under such policy.

#### **Key security condition**

You must ensure that the keys of safes or strong rooms are not left at the premises out of business hours, unless the premises are still occupied by you or any of your authorised employees. When the premises are still occupied by you or any of your authorised employees' keys at the premises must be deposited in a secure place not in the vicinity of safes or strong rooms.

If you do not comply with this condition, you will not be covered and we will not pay your claim.

#### **Premium adjustment condition**

If the premium for this section has been calculated on an estimate provided by you, you will need to keep an accurate record of all relevant details and allow us to inspect the record within one month from the expiry of each period of insurance. You will need to supply us with an accurate account of the amount of bank and currency notes and/or coins in transit during the previous period of insurance. The premium for that period will be adjusted and the difference paid by or allowed to you subject to us retaining 75% of the deposit premium for the period or £75, whichever is the greater.

#### Reasonable precautions condition

You must take all reasonable precautions

to prevent accidents or injury or damage to your property or the property of others

- 2 for the safety of money covered by this section and on becoming aware of any event giving rise or likely to give rise to a claim under this section you must
  - a give immediate notice to the police and notify us as soon as possible. Take all reasonable steps for the discovery and punishment of the guilty person or persons and to trace and recover the money
  - b give immediate notice to the Inland Revenue of any loss of stamped National Insurance cards
  - within 14 days of you being aware of the event that may give rise to a claim, provide us with a detailed statement of the loss in writing
  - d provide all explanations, vouchers, proof of ownership and other evidence to substantiate the claim. If deemed necessary by us, we may require further evidence to support the statements of you or your employees.

If you do not comply with this condition, you will not be covered and we will not pay your claim.

#### **Record keeping condition**

You will keep a daily record of the amount of money contained in safes or strong rooms. This record must be kept in a separate, secure place and will need to be produced to support a claim under this section.

#### **Security condition**

Whenever **negotiable money** in transit exceeds £2,500

- it will be accompanied by at least two responsible adults
- 2 no more than the maximum amount of money carried by any one person limit shown in your schedule will be carried by any one person.

If you do not comply with this condition, you will not be covered and we will not pay your claim.

#### **Specific section conditions**

The following conditions only apply if shown in **your** schedule.

#### 1 Alarm condition

For cover to operate in respect of damage following entry or attempted entry to or exit from the alarmed buildings by forcible and violent means, you must ensure that the following are complied with

- the alarmed buildings must be protected by an intruder alarm system designed, installed and maintained to British Standard BS 4737 or European Norm EN 50131 including, where stipulated by us or the local police authority, British Standard BS8243 for the installation of intruder alarm systems designed to generate confirmed alarms
- 2 the intruder alarm installation and maintenance company must be both
  - a member of an alarm inspectorate which is accredited by the United Kingdom Accreditation Service (UKAS) to EN 45011 or EN 45012

and

- b accredited and operate a quality management system in accordance with EN ISO 9000.
- the intruder alarm system must be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance, as per the requirements of BS 4737 or EN 50131 with the installing company or such other company as agreed with us. Where remote alarm signalling is required, the signal transmission must be transmitted to an alarm-receiving centre fully compliant with BS5797 and operated by a company accredited and operating to a quality management system in accordance with EN ISO 9000
- 4 no alteration to or substitution of
  - a any part of the intruder alarm system
  - **b** the maintenance contract

- c the structure of the alarmed buildings or changes to their layout which would affect the effectiveness of the intruder alarm system
- d the procedures agreed with us for police or any other response to any activation of the intruder alarm system

be made without our written agreement.

- 5 the alarmed building will not be left unattended without our agreement
  - a unless the intruder alarm system is set in its entirety with the means of communication used to transmit signals (including both alarm transmission systems for dual signalling systems) in full operation
  - **b** if the police have withdrawn their response to alarm activations.

If the alarm system is not fully operative, you must make arrangements for the premises to be attended until the intruder alarm system is fully operational

- 6 you must keep all security codes for the intruder alarm system confidential and all codes and keys must be removed from the premises when they are left unattended
- 7 you will appoint at least two key holders and give written details (which must be kept up to date) to the alarm company and either the police or the alarm-receiving centre
- 8 in the event of notification of any activation of the intruder alarm system or interruption of means of communication, including one or both alarm transmission systems for dual signalling systems, during any period the intruder alarm system is set, a key holder will attend the premises as soon as reasonably possible.

If the alarm cannot be reset following the **key holder** attendance, **you** must make arrangements for the **premises** to be attended until the **intruder alarm system** is fully operational.

- 9 in the event of you receiving any notification
  - a that the police attendance in response to alarm signals or calls from the intruder alarm system may be withdrawn, or the level of response reduced or delayed
  - b from a local authority or magistrate imposing any requirement for abatement of nuisance
  - c that the intruder alarm system cannot be returned to or maintained in full working order.

You will tell us as soon as possible but in any event within 7 days and comply with any subsequent requirements stipulated by us.

If you do not comply with this condition, you will not be covered and we will not pay your claim.

#### 2 Minimum security standards condition

The following minimum level of security must be installed and maintained at the **premises** and put into use whenever the **premises** are closed for business or left unattended.

Alternative security protections can only be installed with **our** written permission

- 1 All external doors of the buildings at the premises must be secured as follows
  - a timber doors must be fitted with an appropriate mortice deadlock which has 5 or more levers and/or conforms to British Standards BS 3621 or European Norm EN 1303 together with a matching metal box striking plate, installed in accordance with the manufacturer's recommendations
  - b aluminium doors must be fitted with integral cylinder key operated mortice deadlocks to EN 1303
  - c UPVC doors must be fitted with key operated multi-point locking devices incorporating swinging/claw locking bolts
  - d the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom

- 2 all internal doors in the buildings that give access to any part of the premises not occupied by you for the purpose of the business must be fitted with either
  - a timber doors must be fitted with an appropriate mortice deadlock which has 5 or more levers and/or conforms to BS 3621 or EN 1303 together with a matching metal box striking plate, installed in accordance with the manufacturer's recommendations
  - b aluminium framed doors must be fitted with integral cylinder key operated mortice deadlocks to EN 1303
  - UPVC framed doors must be fitted with key operated multi-point locking devices incorporating swinging/claw locking bolts
  - d the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom
- all opening external basement, ground floor and other accessible windows (accessible includes a window that can be easily reached from an adjacent flat roof, a fire escape, balconies, canopies or down pipes), fanlights, roof lights, skylights must all be fitted with suitable and appropriate key operated window locks, installed in accordance with the manufacturer's recommendations. All louvered windows must have their louvers permanently fixed into place to ensure they cannot be removed from their fixings.

This requirement does not apply to windows protected by solid steel bars, weld mesh or expanded metal grills securely fixed to the brickwork surrounding the window.

4 any door or window officially designated by the local planning officer, local building control officer or as defined within the business fire risk assessment forming part of an emergency exit route, is excluded from the above requirements. The doors and windows must only be secured using suitable and appropriate internally operated quick release type of security devices, specifically designed for this purpose with mortice deadlocks conforming to BS 8621; panic bars/latches conforming to BS EN 1125.

If you do not comply with this condition, you will not be covered and we will not pay your claim.

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