# MONEY SECTION

### Only applicable if this Section is shown as operative in the Schedule

# Part 1 – Money

### **Definitions**

Wherever the following words and phrases appear in Part 1 of this Section they will have these meanings

#### Money

Cash bank and currency notes cheques postal orders money orders crossed bankers drafts current postage stamps unused units in franking machines National Savings stamps and Certificates National Insurance stamps Trading stamps Gift tokens Customer redemption vouchers VAT purchase receipts Credit Company sales vouchers credit card counterfoils travellers tickets phonecards (excluding phonecards held in stock for resale) and insofar as such are not otherwise insured Holidays-with-pay stamps and Luncheon Vouchers

### **Business Hours**

The Insureds usual office hours and the working hours (including overtime) during which the Insured or his employees entrusted with Money are on the Insureds premises or sites of contracts for the purposes of the Business

### **Premises**

Any premises occupied by the Insured for the purposes of the Business including any sites of contracts

### **Indemnity**

The Company shall

- 1. indemnify the Insured against
- a) loss of Money appertaining to the Business occurring whilst
  - i) in transit
  - ii) at any of the Insureds Premises
  - iii) in night safe at a bank
  - iv) at the residence of any principal or authorised employee of the Insured
- b) loss of or damage to safes and strongrooms resulting from theft of money or any attempt thereat

anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man up to the Limits of Liability stated in the Schedule to this Section subject to the limit any one loss of crossed cheques crossed postal orders crossed money orders crossed bankers drafts National Savings Certificates Credit Company sales vouchers or receipts National Insurance stamps affixed to cards and VAT purchase receipts being £250,000

 pay for loss of or damage to clothing and personal effects belonging to the Insured or any employee of the Insured caused by robbery or attempt thereat occurring in the course of the Business subject to a limit of £250 in respect of any one person

### **Exceptions**

Part 1 shall not indemnify the Insured against

- a) the first £250 of each and every loss
- b) loss from unattended motor vehicles
- c) loss arising from fraud or dishonesty of the Insureds employees unless such loss be discovered within fourteen clear working days of the occurrence
- d) loss due to clerical or accounting errors
- e) loss insured (or which would but for the existence of this Section be insured) by any Fidelity Guarantee or Theft Policy except for the excess of any amount recoverable (or which would but for the existence of this Section be recoverable) thereunder

### **Security Warranty**

Whenever Money in transit exceeds £2,500 at any one time it is warranted that

- a) the Money will be accompanied by not less than two responsible adult persons
- b) not more than the amount shown in the Schedule will be carried by any one person

Security of Keys to Safes – Your attention is drawn to Special Condition 3

## Part 2 – Personal Accident – Assault

### **Indemnity**

If any principal or employee of the insured within the age limits of 16 and 70 years inclusive (hereinafter called the Insured Person) shall suffer bodily injury sustained as the result of

- a) robbery or attempted robbery or
- b) hold-up or attempted hold-up

in the course of the Business (which injury shall be the sole and direct cause of death or disablement as described in the Table of Compensations) the Company will pay the Insured in trust for the Insured Person or in the event of death for the personal representatives of the Insured Person compensation upon the basis of and in accordance with the Table of Compensations

For the purposes of item 4 the compensation payable shall not exceed the Insured Persons average weekly remuneration from the Insured over the period of 13 weeks immediately prior to the event giving rise to the bodily injury

### Provided always that

- a) the Insured Person shall not be entitled to compensation under more than one of the items of the Table of Compensations in respect of the same injury
- b) no further liability to make any payment under Part 2 in respect of any Insured Person shall attach to the Company after a claim under one of items 1 to 3 has been admitted and become payable
- weekly compensation under item 4 shall not become payable until the total amount has been agreed
- d) this extension does not insure against death or disablement
  - arising from or influenced by any existing physical defect or infirmity of the Insured Person or

 ii) where the Insured person is a female resulting directly or indirectly from pregnancy or childbirth

### Table of Compensations The amounts shown represent one unit

	Table of Company	nations
Table of Compensations		
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 giving attention to the Insured Persons usual profession or occupation – compensation (while the Insured Person shall be so disabled) for a period not exceeding 104 weeks in respect of any one injury calculated from the date thereof at the rate of	£10 per week subject to this not exceeding the Insured Persons weekly remuneration from the Insured
5	<b>5</b> Reimbursement of incurred medical expenses* up to £250	
*Occurring within 2 years of the event giving rise to the bodily injury		

# Special Conditions Applicable to Part 2

- Notice of every injury in respect of which a claim is to be made shall be given to the Company in writing as soon as possible but in any case within three months of the event giving rise to the injury
- 2. All certificates information and evidence required by the Company shall be furnished at the expense of the Insured and shall be in such form and of such nature as the Company may prescribe The Insured Person as often as required shall submit to medical examination on behalf of the Company at its own expense in respect of any alleged bodily injury
- 3. The Company shall in the case of death of the Insured Person be entitled to have a post-mortem examination at its own expense

# Exclusions Applicable to this Section

This Section does not cover

- a) loss destruction or damage occasioned by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- b) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any 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

- c) loss destruction or damage in Northern Ireland occasioned by or happening through or in consequence of
  - a) civil commotion
  - b) Terrorism as defined in d) below Terrorism Exclusion Clause
- d) Terrorism Exclusion clause

Loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with:

- 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

If the Company alleges that by reason of this exclusion any loss damage cost or expense is not covered by this Section of the Policy the burden of proving the contrary 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

### Definition - Terrorism

For the purpose of this exclusion an act of Terrorism shall mean 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 any action suit or other proceedings where the Company alleges that by reason of the provisions of this exclusion any loss destruction or damage is not covered by this Section the burden of proving that such loss destruction or damage is covered shall be upon the Insured

### Special Conditions Applicable to this Section

- 1. If the premium for this Section has been calculated on an estimate furnished by the Insured and stated in the Schedule to this Section the Insured shall keep an accurate record of all particulars relative thereto and shall at all reasonable times allow the Company to inspect such record Within one month from the expiry of each Period of Insurance the Insured shall supply the Company with a correct account of the amount of notes and coins in transit during the period and the premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be subject to the retention by the Company of 75% of the estimated premium for the period being adjusted or £75 whichever is the greater
- The Insured shall take all reasonable precautions for the safety of the money and immediately upon having knowledge of any event giving rise or likely to give rise to a claim under this Section shall
  - a) give immediate notice to the Police and to the Company and take all practicable steps to discover the guilty person or persons and to recover the money lost
  - b) give immediate notice to the Inland Revenue of any loss of stamped National Insurance cards
  - c) deliver to the Company within fourteen days from the date on which the event shall have come to his knowledge a detailed statement in writing of the loss

- d) furnish all explanations vouchers proof of ownership and other evidence to substantiate the claim and the Company may if it deem necessary require corroborative evidence of the statements of the Insured or of any of the Insureds employees
- 3. The Insured shall keep a daily record of the amount of money contained in safes or strongrooms and such record shall be deposited in a secure place other than the said safes or strongrooms and be produced as documentary evidence in support of a claim under this Section The keys of safes or strongrooms shall not be left on the premises out of Business Hours unless the premises are still occupied by the Insured or any authorised employee of the Insured in which event such keys if left on the premises shall be deposited in a secure place not in the vicinity of safes or strongrooms
- 4. Nothing in General Condition 7 shall impose on the Company any liability from which but for that Condition it would have been relieved under Exception (d) of the exceptions to Part 1 of this Section

# **Special Clauses**

(Clause 1 and 3 applicable only if the Clause number is entered in the Schedule Clause 2 applicable only if referred to in the Schedule)

### 1. Temporary Cover

The first premium has been calculated to take into account the cost of temporary cover (in accordance with particulars lodged with the Company) pending issue of this Policy

### 2. Long Term Agreement

The discount shown in the Schedule is allowed off the net premiums on this Section in consideration of the Insured having given an undertaking expiring on the date stated in the Schedule to offer annually the insurance under this Section on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premium annually in advance it being understood that —

- a) the Company shall be under no obligation to accept an offer made in accordance with the above-mentioned undertaking
- b) where appropriate the sum insured may he reduced at any time to correspond with any reduction in value

The above-mentioned undertaking applies to any Section which may be issued by the Company in substitution for this Section and the same discount shall be allowed off the net premiums on any substituted Section issued by the Company as aforesaid

Payment of the premium due at the expiry date shown in the Schedule shall be deemed acceptance by the Insured of the terms of this clause

### 3. Alarm Clause

It is a condition precedent to liability under this Section in respect of loss or damage following entry or attempted entry to or exit from the Premises by forcible and violent means that

- a) The Premises are protected by an Intruder Alarm System designed, installed and maintained to British Standard BS4737 or EN50131 including, where stipulated by the Company or the local Police Authority, Code of Practice DD243
- b) The intruder alarm installation and maintenance company must be both:
  - I. A member of an Alarm Inspectorate which is accredited by UKAS to EN 45011 or EN 45012

and

- II. Accredited and operate a Quality Management System in accordance with EN ISO 9000
- c) The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance, as per the requirements of BS4737 or EN 50131, with the installing company or such other company as agreed with the Company Where remote alarm signalling is required the signal transmission must be transmitted to an Alarm Receiving Centre fully compliant with BS5979:2000 and operated by a company accredited and operating to a Quality Management System in accordance with EN ISO 9000

- d) No alteration to or substitution of
  - i) any part of the Intruder Alarm System
  - ii) the maintenance contract
  - iii) the structure of the Premises or changes to the layout of the Premises which would affect the effectiveness of the Intruder Alarm System
  - iv) the procedures agreed with the Company for police or any other response to any activation of the Intruder Alarm System

be made without the written agreement of the Company

- e) The Alarmed Premises shall not be left unattended without the agreement of the Company
  - i) 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
  - ii) if the police have withdrawn their response to alarm activations
- f) The Insured shall maintain secrecy of codes for the operation of the Intruder Alarm System and detail of such codes and all keys to the Intruder Alarm System shall be removed from the Premises when the Premises are left unattended
- g) The Insured shall appoint at least two Key Holders and lodge written details (which must be kept up to date) with the alarm company and either the Police or the Alarm Receiving Centre
- h) 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 in respect of dual signalling systems during any period the Intruder Alarm System is set a Key Holder shall attend the Premises as soon as reasonably possible

- i) In the event of the Insured receiving any notification
  - i) the police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
  - ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
  - iii) that the Intruder Alarm System cannot be returned to or maintained in full working order

the Insured shall advise the Company as soon as possible and comply with any subsequent requirements stipulated by the Company

### **Definitions**

### **Intruder Alarm System**

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

#### **Alarmed Premises**

The Premises or those portions of the Premises protected by the Intruder Alarm System

### **Key Holder**

The Insured or any person or key holding company authorised by the Insured who is available at all times to accept notification of faults or alarm signals to the Intruder Alarm System attend and allow access to the Premises

### **Premises**

The buildings occupied by or under the control of the Insured (unless otherwise stated in the Schedule)