

### **BROAD FORM LIABILITY PROPOSAL FORM**

## SECURITY COMPANIES ——

#### THIS IS A PROPOSAL FOR A CLAIMS MADE POLICY

The policy will only respond to claims and/or circumstances, which are first made against the Insured and notified to the Insurer during the policy period.

#### The policy will not provide cover for:-

- Events that occurred prior to the retroactive date of the policy.
- Claims made after the expiry of the policy period even though the Wrongful Act giving rise to the claim may have occurred during the policy period.
- Claims notified or arising out of facts or circumstances notified under any previous policy or noted on the current proposal form or any previous proposal form.
- Claims made, threatened or intimated prior to the commencement of the policy period.
- Facts or circumstances in your knowledge prior to the policy period, which you knew had the potentia to give rise to a claim under the policy.

### **DISCLOSURE**

You must disclose to the Insurer all information which is material to it in deciding whether to issue insurance cover to you, including any facts or conduct which might lead to a claim being made against you. Failing to do so could affect your rights to indemnity.

If you do not understand any part of this document, please contact your Broker BEFORE YOU SIGN IT. You will be bound by the answers, which are given, and by the information provided by you in this proposal form. It is in your interest to make sure that all information is correct and properly understood.

## When in doubt disclose

## **ATTACHMENTS**

Before you return this form, have you included the following (please indicate by ticking the boxes)	
Standard client contract agreement	
Company brochure/ additional information	
Claims information (if relevant)	



**SPECIALIZED INSURANCE COMPANY LIMITED** | Registration Number 50508

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Directors | Managing Executive, Mr M Lazaro | Non-Executive, Mrs F Khabo & Mr S Beeton | Chairman, Mr N Letele



# 1. Details of Proposed Insured

1.1.	Name(s) of C	ompanies to be Insured	("The Proposer")					
(	Company Name	Commencement Date of Operations	Company Registration No.	VAT Registration No.		Registered Address		
	T							
1.2.	Attach detail	s and addresses of prem	nises owned and/or	occupied by the pr	oposer (not contra	ct sites)		
1.3.	E-Mail Addres	SS		Webs	ite			
1.4.	Present Legal	Constitution (Tick Releva	ant Box)					
Sole P	Practitioner	Partnership	Incorporated Co.	Limited Co.	Closed Cor	poration	Other	
1.5.	Are any branc	thes of the Proposed Insu	red located outside	of South Africa?			Yes N	0
If "yes	", please provid	e full details						



# 2. Activities in which engaged

**2.1.** Provide percentage breakdown of guard, armoured car, patrol and investigative operations by category:

Category	%	Category	%	Category	%
Hospitals		Warehouses		Shoplifting Surveillance	
Schools		Manufacturing Plants		Employee Surveillance	
Churches		Strike Work		Process Serving	
Government		Fast Food Outlets		Polygraph Testing	
Banks		Liquor Stores		Consulting	
Offices		Bars		Repossession / Collection Work	
Airports		Restaurants / Lounges		Record Checks	
Body Guards		Retail Stores		Credit / Pre-Employment Checks	
Hotels / Motels		Malls		Child Search / Missing Person	
Construction Sites		Car Dealerships		Insurance Investigation	
Residential Patrols		Concerts		Arson Investigation	
Apartments		Athletic Events		Alarm Response	
Condominiums		Courier / Money Escort		Other (Provide details)	

2.2.	Detail Special Events and Crowd Control work: (Type of events, clients, duties, etc.)
2.3.	Describe fully all retail (stores, supermarket, etc) operations: (Clients, duties, during or after business hour, uniform or civilian attire, etc.)



2 (	-1-61	Dad	laila 🔳														
3. 3	otari	Dei	tails <b>—</b>														
3.1.	Num	ber of 0	Guards: Part 1	Time					Full Time								
Number of Guards Armed Number of Guards with Firearm Permits / Licenses																	
Num	ber of li	nvestiga	ators: Part Tir	me					Full Time								
Where are armed guards stationed																	
Num	ber of D	ogs															
How	and wh	nere are	dogs used?	?													
3.2.					t Staff complex 7 (as amended		into the Grad	les of Sec	urity Officer	's as de	etermir	ned und	der the	provisi	ions of t	he W	age
Grad	e A		Grade B		Grade C		Grade D		Grade E		Total	:					
3.3.	Plea	se tick 1	that which is	appl	icable												
	'												Full Tir	ne	Pa	rt Tin	ne
												Y	es	No	Yes		No
a)			, in the empl Officers Board		records, a copy	y of th	ne original Re	gistratior	Certificate	issued	by						
b)					lo", or if the Em												
c)					is in possessio he Security Of			gistration	Certificate,	do you	ı						
d)	Do you	u invest	igate and co	nfirm	previous emp	loym	ent records o	f applicar	nts for emplo	oymen	t?						
3.4.					surance that a e confirm suc										ndustri	es	
						Inctit	tution / Facili	41.							Acc	redit	ted
						msu	tution / Facili	ty							Yes		No
a)																	
b) c)																	
d)																	
3.4.2	2 Are	e the St	aff required	to un	dertake regu	lar re	fresher traini	ing cours	es?					Yes		No	
3.5.	De	scribe l	niring practi	ce an	d pre-employ	men	t screening p	rocedure	es .								

Yes

No

Does applicant operate a guard training school?

3.6.

If "yes", supply annual number of students



## 4. Turnover Declarations

4.1.	Annual Tu	urnover achieved for the last 3 years	
Year		Turnover (	M)
Year		Turnover (	vI)
Year		Turnover (	VI)
4.2.	1 For the pur	rposes of the assessment of the risk:-	
a)	"Warden Servio	ices" shall mean the provision of Static Guards and Dogs at	Domestic, Commercial and Industrial Premises.
b)	•	t Security Services" Shall Mean contracts for General Securi rvices in respect of individual exhibitions, sports meetings,	· ·
c)	"Access Contro	ol" shall mean the control of access to and exit from Comm	ercial and Industrial Premises.
d)	"Goods Despat	atch" shall mean the inspection and confirmation of goods	eaving Commercial and Industrial Premises.
e)	(It should be no		cort of persons or vehicles carrying money or goods.  o claims arising out of Injury or Damage suffered by innocent I, vehicle or goods/money which are the subject of the escort).
g)	"Control Centre of alarm system	· · · · · · · · · · · · · · · · · · ·	contracts for the monitoring of and response to the activation
	Notes:- (i) Where aları Warden Sei		is treated as a back-up to, and included in the cover for, the
	(ii) If the Propo	oser is seeking cover for this Service, the Service must be a	pproved by S.A.I.D.S.A.
h)	"Undercover A	Agents" shall mean the activities of the Proposer in covert i	nvestigations.
		e shall not include the provision of non-uniformed person shoplifters - cover for this risk is provided under Warden Se	nel as Store Detectives for the sole purpose of preventing or rvices.
		Turnover has been requested for this Service, this is purely Insurers may be prevented from fully investigating any cla	for the purposes of the profile of the risk. Because of the nature im and, therefore, cannot provide cover for this risk.
i)	"Bodyguards" s	shall mean contracts solely for the protection of specified	persons.
j)	"Security Cons	sultants" shall mean the provision of such consultancies	as a revenue earning activity of the Proposer, ie in exchange

"Training Centres" shall mean the provision of security training to outside personnel as a revenue earning activity of the Proposer.

for a fee.



## 4. Turnover Declarations Cont.

4.2.2 Break down Estimated Annual Turnover between Contracts involving Firearms are not required: and those where Firearms

Service Contracts		With Firearms		Without Firearms
Warden Services, Access Control & Goods Dispatch	М		М	
Special Event Security Services		Not Applicable	М	
Alarm Monitoring and/or Response	М		М	
Escort Services - Banking & Payroll Services	М			Not Applicable
Escort Services - Other Goods	М		М	
Bodyguards	М		М	
Undercover Agents	М		М	
Security Consultancies		Not Applicable	М	
Training Centres	М		М	
Medical Response / Ambulance Services		Not Applicable	М	
Supply, Installation & Maintenance of Detection, Access Control & Alarm Systems		Not Applicable	М	
Other Security Services (please define)	М		М	
Sub-Total Sub-Total	М		М	

Grand Total Estimated Annual Turnover	М	

4.2.3 Where a Turnover has been included for "Medical Response and Ambulance Services", Quotations will be provided to include the Professional Indemnity Section and the relevant Malpractice Extention. In view hereof, please complete the following Section:-

Provide details of training facilities:-		
L		



# 5. Claims Experience

a)	Have any claims ever been made against the proposed Insured / Partners / Directors / Members or Employees for the type of cover for which you are now applying, whether in terms of this Proposal or any other Proposal / Policy for the same type of cover (including but not limited to Special Event Security Services)?									
If "yes,"	If "yes," please provide full details									
b) After enquiry, are any of the Proposed Insured / Partners / Directors / Members or Employees aware of any circumstances which would be covered under a policy of this type, or any other policy for the same type of cover (including but not limited to Special Event Security Services), that may result in any claims or any possible claims being made against them?										
If "yes",	please provide full details									
6 D	etails of Insurance									
	Are you at present of have you in the past been Insured?	Yes		No						
		163		140						
If "yes",	please provide the following details									
Name o	of Insurers									
Date co	over expires/expired									
Expiry	of "Run-off" cover (if any)									
Limit o	f Liability									
Excess	applicable									
* Recor	mmended that a copy of the existing Schedule / Certificate of cover is attached hereto.									
b)	For the type of Insurance now being proposed, has any Insurer ever:									
i)	declined a Proposal or renewal?	Yes		No						
ii)	required an increased premium or imposed special terms?	Yes		No						
iii)	cancelled an Insurance?	Yes		No						
If "yes",	please provide full details									



7. Q	)uot	tations Required									
7.1.	Limi	t any one period of insurance inc	lusive o	f costs and expenses:							
М			М			М					
7.2.	Ded	uctible (Excess) (The amount carr	ried by I	nsured per claim)							
М			М			М					
7.3.	Do y	ou require a quote on one or two	o reinsta	tements of the Limit durin	ng the period	of Insur	ance?	Yes		No	
	8. Products Liability (Optional)										
The fo	ollowir	ng Questions apply only if the Pro	pposer S	upplies, Installs and Main	ains Detection	n, Acce	ss Control a	nd Alarn	n Syst	ems	
a)		he purposes of this Proposal, "An oser in the cost of "guarantee" re				ge of A	nnual Turno	ver incu	irred b	y the	
b)	b) For the purposes of the Product Details under (c) below, "Design" refers to the design of Components and Stand- Alone Products and not to the design of any System incorporating such Components/Products.										ucts
c)	Deta	ils are required in the following r	manner:	-							
	i)	Products designed & manufact	tured by	the Proposer							
	ii)	Products manufactured/assem	bled by	the Proposer - no design							
	iii)	Products sold, supplied or dist	ributed	by the Proposer - no desig	n or manufact	ture/ass	sembly				
	iv)	Other Activities undertaken by	the Pro	poser, eg service, mainter	ance, hire, co	ntractin	ıg etc.				
8.1.	Prod	ucts designed & manufactured b	y the Pr	oposer:							
Descr	ription	of Product			Anticipated	Failure	Rate E	st. Annu	ıal Tur	nover	
8.2.	Prod	ucts manufactured/assembled b	y the Pr	oposer - no design:							
Descr	ription	of Product			Anticipated	Failure	Rate E	st. Annu	ıal Tur	nover	



# 8. Products Liability (Optional) Cont.

8.3.	Products sold, supplied or distributed by the Proposer - no design or m	anufacture/assembly:									
	Description of Product	Anticipated Failure Rate	Est. Anr	nual Turnove	er						
8.4. Other Activities undertaken by the Proposer, e.g. service, maintenance, hire, contracting etc.:											
	Description of Product	Est. Ann	nual Turnove	er							
			l								
8.5.	Are any other Products or activities not included in 4 above contemplate the next twelve months? If "yes", please provide details below and advisabove applies, i.e. whether Design and Manufacture or otherwise:	Yes	No								
	Description of Product	Anticipated Failure Rate	Est. Ann	nual Turnove	er						
0.6	Dage the Dranger consert any Draducte?		Yes	No							
8.6.	Does the Proposer export any Products?			INO							
Note:	Please advise whether "Representation" in the Country concerned is Bra	nch, Subsidiary Company, Age	ncy, etc								
If "yes	", please provide details below:										
	Description of Product	Anticipated Failure Rate	Est. Anr	nual Turnove	er						
8.7a)	Are components to the Systems manufactured or assembled by the P	roposer?	Yes	No							
	where such Products are manufactured / assembled by the Proposer unc ments and specify the products.	der License, please provide cop	pies of the L	icense							
b)	Are the Components to the Systems manufactured by others?		Yes	No							
If "yes	", are full recourse rights retained?		Yes	No							
c)	Does the Proposer design any of the Systems, or Components thereof?		Yes	No							
If "yes	",, does the Proposer operate a Research and Development Department?		Yes	No							
If "yes	", please attach relevant details and qualifications of all personnel.										



# 9. Additional Optional Extentions

FIREARM CONTRACTS

9.1.

	of the cover which will be provided. It should, however, be noted that Insurers may elect Contracts are undertaken by the Proposer.	not to grant co	ver ever	if Fir	earm	
b)	Where Armed Security Services are provided by the Proposer, please give details of Traini Facilities are accredited with the Security Industries Regulatory Authority.	ng Facilities us	ed and t	hat su	ıch	
				A	ccredit	ed
	Institution / Facility			Ye	es	No
					$\perp$	
See '	Extention Covers" attached for details	Required?	Yes		No	
9.2.	FIDELITY RISK					
Inde	mnity Limit options: M 250,000 OR M 500,000 aggregate					
	der to provide an equitable premium for the risk, please indicate an approximate percentaged on allocation of Security personnel, into the following Categories:-	e split in your o	urrent c	ontra	cts,	
	Category				%	
a)	Jewellers, Banks, Mines, Computers and other Electronic Goods Manufacturers and Supplie	rs				
b) Motor Vehicle Manufacturers and Suppliers						
c) Shopping Centres and Office Premises						
d)	Other Industrial Premises					
e)	Domestic Accommodation, including residential estates					
See '	Extention Covers" attached for details	Required?	Yes		No	

a) Attached are Insurers' minimum requirements for inclusion of the Firearms Extension in the cover, together with a summary



## 9. Additional Optional Extentions Cont.

9.3.	MONEY-IN-TRANSIT
a)	Indemnity Limit Options: M 100,000 Per Claim, but M 250,000 Per Policy Period OR M 250,000 Per Claim, but M 500,000 Per Policy Period

Question			credited	
			No	
a)	Do you provide an escort service only to your clients' vehicles / personnel?			
b) Do you transport the Money in your own vehicles?				
c) If the answer to (b) is "Yes", do you use specialised vehicles?				
d) What is the maximum "Pavement" exposure at any one time? (M)				
e) What is the maximum "Vehicle" exposure at any one time? (M)				
C 00	"Extention Covers" attached for details Pequired? Vo		No	

See "Extention Covers" attached for details	Required?	Yes	No	
				i .

#### **SPECIAL EVENT SECURITY SERVICES**

#### Definition:

Special Event Security Services" Shall Mean contracts for General Security, Access Control, Parking, Crowd Control and VIP / Close Protection Services in respect of individual exhibitions, sports meetings, concerts, conferences and events of a similar nature.

Type of Events for which these Services are offered (e.g. sports events)	Duties of the Security Personnel at these Events (e.g. Access Control)	Types of venues at which these Events take place (e.g. stadiums)

See "Extention Covers" attached for details	Required?	Yes	No	

### **EMPLOYERS LIABILITY**

See "Extention Covers" attached for details	Required?	Yes		No	
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### **CONTRACT CONDITIONS**

Insurers' minimum requirements for Clauses which must be included in the Proposers' Standard Conditions of Contract, together with comments as to the reasons therefore are stated below. Please ensure that Standard Conditions of Contract comply with these minimum requirements as all Contracts not complying will be treated as "Not Insured". Should any Client require different Conditions, these must be referred to Insurers in writing for acceptance prior to the Contract being awarded.

Standard Contract Conditions must be submitted for risk assessment purposes.



## SECURITY RISK QUOTATIONS – CONTRACT CONDITIONS & WARRANTIES

#### THE CONTRACT CONDITIONS

Insurers require that specific clauses be contained in the contract between a Security Company and its Client. These are set out hereunder, together with comments as to the reasons for such clauses.

#### THE TARGET

The target will always be the Client or his property and no amount of security protection, whether in the form of Wardens or Detection Equipment, will change this.

#### THE CRIMINAL INTENT

It is the basic intention of the criminal to gain entry into and exit from the premises or otherwise attack the Target without being detected and the more sophisticated the protection, the more sophisticated are the methods used by the criminal. Therefore, the Contract is not to include any guarantees or warranties that the Security Contractor will be able to prevent loss, etc..

#### THE RISKS

In view of 1 and 2 above, any risk to the assets or personnel of the Client or his customers, etc., is to remain with the Client.

The Client can only employ the services of a Security Contractor as a deterrent against loss and the client will expect the Security Personnel to use their specialised training to do just this. Consequently, if loss occurs and it can be proved that such loss could have been avoided or reduced had the Security Personnel acted as would have been expected of them in the circumstances prevailing, then the Client will expect the Contractor to make good the loss - this is the risk carried by the Contractor.

There are many risks which can be deemed to apply in general to the carrying out of security duties, whether such duties are carried out by the Client or the Contractor, eg: the arrest of a suspected shoplifter often leads to a claim for defamation or injuria notwithstanding that the arrest was carried out in an orderly manner. Consequently, those risks which apply where the Security Personnel have acted as can be expected of them must continue to be carried by the Client as the same risk would have applied if the Client had used his own staff to carry out the same duties. One cannot, on the one hand, expect the Security Personnel to act as expected and, on the other hand, expect to pass the risk of a claim to them when they do.

#### **INJURY & DAMAGE**

The employment of a Security Contractor will, in the main, be for the protection of the client's assets. However, the Client will expect the services to include the safety of staff and customers. Consequently, the purpose of the service is to prevent or minimise risk of injury, including death, as well as risk of loss of or damage to property.

Insurers' minimum requirements are set out hereunder and these requirements should be drawn to the attention of the Security Contractor's own attorneys in order that the Contract Conditions can be amended to reflect such requirements. The Contractor's attorneys should lodge finalised Conditions with Insurers following approval.

#### It being understood that:-

- a) the stated clauses are suggestions only for the purpose of emphasising Insurers' requirements and must be referred by the Security Contractor to their own attorney to ensure that the clauses used in their conditions reflect intention and are legally enforceable.
- b) acceptance by Insurers of any contract conditions is specifically in relation to the insurance policy and the risks accepted by the Insurers. An insurance policy does not cover all losses, ie there are excluded and uninsurable risks, and the Security Contractor must satisfy himself that the contract conditions are acceptable to him in the normal course of the business and, more particularly, in relation to the uninsured risks. Insurers cannot accept any responsibility for anything untoward which may result from the suggested clauses.



## **SECURITY RISK QUOTATIONS - CONTRACT CONDITIONS & WARRANTIES**

#### INSURERS WILL EXPECT THE SECURITY CONTRACT TO CONTAIN THE UNDERNOTED CLAUSES:-

- a) The sole object and function of the Security Service and Security Personnel provided by the Contractor is to prevent or minimise the risk of loss or damage to property and injury to persons by fire, theft, burglary or vandalism and the Contractor gives no warranty or guarantee that its Security Personnel will be able to prevent or minimise such loss, damage or injury.
- b) The Contractor and its Security Personnel shall not be liable to the Client or any Third Party for death of or injury to or illness sustained by any person (hereinafter referred to as "Injury") or loss of or damage to property (hereinafter referred to as "Damage") whether direct or consequential and howsoever caused and the Client will indemnify and hold harmless the Contractor and its Security Personnel in respect of all claims arising out of any such Injury or Damage unless and only to the extent that it can be proven that such Injury or Damage shall have been caused by the gross negligence of or wilful disregard of duties by the Contractor or its Security Personnel.
- (i) The Client shall be deemed to have furnished the Contractor and its Security Personnel with authority to search any person, property or premises of any person or concern.
  - (ii) The Client shall be deemed to have furnished the Contractor and its Security Personnel with authority in terms of Section 42 (3) of Act 51 of 1977 to arrest any person found committing any offence on or in respect of its premises or any part thereof.
  - (iii) The Client irrevocably indemnifies the Contractor and its Security Personnel against any claim or claims which may be instituted against any one or more of them, which claim or claims arise out of or in connection with any search or arrest.

It is preferable that the Contract Conditions do not contain a clause relating to an insurance policy as it tends to imply that the Client can become involved in the handling of the claim, it being in their interests to have the claim paid. If, however, such a clause is included, care must be taken to ensure that any limitation of liability under the contract follows that given by the insurance policy, ie the policy contains a limitation of liability "in the aggregate of all claims during the period of insurance" and not in respect of "each and every claim".

It has become apparent that many Clients believe that the employment of a Security Contractor automatically relieves the Client of the need to take basic precautions to protect his property, particularly in relation to keys and vehicles. Further, it is impossible for Security Personnel to function properly without reasonable facilities. Consequently, the insurance will contain the following warranties, which are conditions precedent to the liability of the Insurers to provide indemnity under the insurance, and we suggest that the Contract Conditions be amended to reflect similar provisions:-

- **WTY 1.** that the Security Site shall provide the Security Personnel with all reasonable facilities relating to accommodation, warmth and communications to enable such personnel to carry out their duties in the manner expected of them.
- WTY 2. that all keys to all vehicles on the Security Site are locked away and not accessible to Security Personnel.
- that where the Security Site constitutes a vehicle showroom, lot or yard to which the public have access after normal working hours, all access to and egress from such showroom, lot or yard shall, after normal working hours, be protected in such a manner as to prevent removal of the vehicles without damage thereto.

ANY CONTRACT WHICH DOES NOT CONTAIN CLAUSES TO THE EFFECT OF, OR MORE STRINGENT THAN, CONDITIONS 1, 2 & 3 ABOVE ARE NOT ACCEPTABLE TO INSURERS AND MUST BE AMENDED BEFORE THE RISK CAN BE UNDERWRITTEN.

Insurers accept that there will be Conditions in force which do not comply with their requirements and cover will continue to apply for a period of 3 months, from Inception Date of cover, to enable the Contractor to change those Conditions. However, if this Proposal is being submitted for the renewal of expiring cover, Insurers will expect the Contractor to have amended all Contract Conditions during the previous Period of Insurance and no additional time will be granted.



## **EXTENSION COVERS**

#### **FIREARM RISKS - COVER AND CONDITIONS:**

The Insurers, at their discretion, may provide cover for claims arising out of the possession or use of firearms subject to the Firearms Conditions and Exclusions set out below. The cover provided will be as follows:-

- a) an Indemnity Limit of not more than 50% of the Indemnity Limit applicable to Security Claims. This Indemnity Limit shall be part of, and not in addition to, the Indemnity Limit applicable to Security Claims.
- b) An Excess equivalent to 50% of the claim subject to a minimum of M50 000. This Excess shall apply to each and every claim, or series of claims arising out of one originating cause, and shall also apply to all costs fees and expenses incurred in the investigation and/or defence of the claim.

#### FIREARMS CONDITIONS AND EXCLUSIONS:

The following Conditions are precedent to the liability of the Insurers to provide indemnity under the insurance and failure to comply with such Conditions shall result in the claim being rejected:-

All Security Personnel and Armed Reaction Officers provided with or using their own firearms for the purposes of carrying out their duties in terms of the Security Contract under which the claim occurs shall:-

- a) be registered as a Grade A, B or C Security Guard, as determined in terms of the Wage Determination Act No 460 of 1957 (as amended), with the Security Officers Board.
- b) where applicable, be registered with the Security Officers Board as an Armed Security Officer or Armed Reaction Officer.
- c) have successfully completed the Basic Handgun Course and be so certificated by the National Firearms Training Association.
- d) have undertaken the Practical Evaluation Refresher Course under the auspices of the National Firearms Training Association every six months with a minimum 75% success rating.
- e) in the case of an Armed Reaction Officer, shall have successfully completed the Armed Response Training Module approved by the Security Officers Board.

## The Assured shall at all times comply with all the requirements of:-

- a) the Security Officers Act No 92 of 1987 (as amended)
- b) the Firearms control Act No 60 of 2000 (as amended).

In the event of the discharge of a firearm, or any incident likely to give rise to a claim, the Assured shall:-

- a) report the incident to the Police as soon as reasonably possible
- b) immediately advise the Insurers and, subsequently, provide the Insurers with a copy of the relevant Police Report



#### **EXTENSION COVERS Cont.**

#### FIREARMS CONDITIONS AND EXCLUSIONS CONT.

All firearms issued by the Assured to Security Personnel or Armed Reaction Officers for the purposes of carrying out their duties shall be returned to the Assured as soon as possible after the completion of his tour of duty.

The following claims will be excluded under this Extension:-

- a) Claims arising out of the possession or use of firearms by off-duty Security Personnel or Armed Reaction Officers.
- b) Claims arising out of the possession or use of automatic or semi-automatic firearms.

If cover is required for the Firearms Risk, a full declaration of all known incidents involving Firearms over the last 5 years must be provided on a separate page.

#### **FIDELITY RISKS**

It is a standard Exclusion that no indemnity is provided in respect of claims arising out of any dishonest, illegal or criminal act committed by the Assured or any Employee or person acting on behalf of the Assured, including any collusion thereto. The insurance may be extended to include theft with the collusion of Security Personnel, and the following should be noted:

- a) The Indemnity Limits for this Extention are inclusive in, and not in addition to, the Indemnity Limits applicable to Security Claims, The Indemnity Limits available for this Extention are as stated above.
- b) Cover is provided for the liability of the Employer (the Assured), and not to the Employee
- c) Cover only applies to Employees who:
  - i) Were of the age of 21 at the time of the loss, and
  - ii) Have been in the employ of the Assured for a period of at least 6 months, or alternatively been employed in the Security Industry for an uninterrupted period of three years

Where a loss involves both insured and uninsured Employees, the amount of indemnity available, after application of the Excess, will be proportional to the number of employees insured and uninsured.

- d) No cover is provided in respect of:
  - i) Any Principal, Director or Member of the Assured
  - ii) Contracts for the Escort of Money and / or Goods
- e) The Assured will be required, at their own expense and as a condition precedent to Insurers' liability under the insurance, to pursue criminal charges against the Employees involved.



#### **EXTENSION COVERS Cont.**

#### **MONEY-IN-TRANSIT**

- a) The Indemnity Limits for this Extention are inclusive in, and not in addition to, the Indemnity Limits applicable to Security Claims, The Indemnity Limits available for this Extention are as stated above.
- b) i) The cover provided applies only to contracts for the escort of money to and from the premises of clients it is not intended to provide cover for specialist Assets-in-Transit Contractors.
  - ii) This cover is not an alternative to the responsibility of the Client to insure their Money in Transit. Consequently, and the onus will rest on the Client or their Insurers, to prove that the loss was caused by, or contributed to by the negligence of the Security Personnel.
- c) The "per Claim" Limit is also to be treated as the "Maximum Carry Limit". Claims arising out of the transit of money exceeding this limit will be excluded, the intention being to reduce the attractiveness of the carry and the risk ofl oss. At the same time, this also restricts cover to those companies offering an additional service to their clients and not to those companies specialising in Assets-in-Transit, where specialised insurance is required. It is therefore essential that the Assured, who may not be aware of the amount to be carried, to advise their client that the amount at risk should not exceed this limit and should also select a limit which includes the costs of the investigation and defence of the claim.
- d) Cover excludes Payroll services with regards to the preparation of pay packets at own or clients premises and supervision or payment of wages, i.e. Cover is for the transit risk only.

#### **SPECIAL EVENT SECURITY**

This is a standard Exclusion, but cover may be granted on submission of the full Underwriting Information. The cover provided will form the subject of the Security Claims Section and the following should be noted:-

- a) All "Employees" must wear vests or other apparel identifying them as employees of the Assured.
- b) No cover is provided for claims arising out of the use of Firearms, other than for VIP / Close Protection Services.
- c) No cover is provided for claims arising out of the use of teargas or similar crowd control substances.
- d) Any Employee carrying out any Security Services as contemplated by Security Legislation must be registered in terms of such legislation.

## **EMPLOYERS LIABILITY EXTENSION**

The cover provided relates to claims made against an Employer by an Employee for liability arising out of injury (as defined) sustained by the Employee whilst acting in the course and scope of their employment. Cover will apply only in respect of amounts payable in excess of any payments made by the Workments Compensation Commissioner in terms of COIDA and excludes claims arising out of Occupational Diseases and asbestosis.



## **DECLARATION**

I/we declare that after proper enquiry the statements and particulars given above are true and that I/we have not misstated or suppressed any material fact.

I/we agree that this Proposal Form, together with any other material information supplied by me/us shall form the basis of any contract of insurance effected thereon.

I/we undertake to inform Insurers of any material alteration to these facts occurring before the completion of the contract.

Full Name	ι	Date	
Position held at Insured			
SIGNATURE Signed on behalf of Insured			



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