

COVER SECURE



**COVER
SECURE**

Companies involved in Manned Guarding, Leisure, Event and Close Protection Security Sectors have different insurance needs to many other businesses. For this reason, Coversure Insurance Services in Reigate has developed the CoverSecure Liability Policy in conjunction with XL Insurance.



SECURITY LIABILITY INSURANCE

Security companies, by their very nature, have a higher exposure to incidents involving physical confrontation than almost any other private business. With this in mind, it is particularly important to make sure your policy covers claims for compensation made against you which could put your company's financial stability at risk.

You will see below examples of claims where the CoverSecure Liability Policy would cover your legal liabilities:

EXAMPLE CLAIMS

1. PUBLIC LIABILITY – DELIBERATE ACTS

Following an incident outside a nightclub, a doorman punched Mr Hawley, causing significant and permanent brain damage.

The doorman, Warren, was convicted for the offence and Hawley issued proceedings for negligence against both Luminar, the company which owned the nightclub, and ASE, which employed and supplied the doormen.

2. EMPLOYERS LIABILITY

The employee arrived at work at 8.00pm to start a night shift. At approximately 9.00pm he was violently attacked in the portacabin where he was stationed and sustained traumatic brain damage resulting in long-term health problems.

Matters were made worse by the fact that his employers were supposed to check on him by telephone every two hours. However, the employee and the control room operator at his employer's place of business had agreed to bypass this system so the employee could rest on his shift.

The employee was not found until 6.30am the following morning, by which time his brain had been starved of oxygen for over 10 hours resulting in a more significant brain damage.

The case was settled for a sum of £800,000.

3. PUBLIC LIABILITY – LOSS OF KEYS

The daily log showed that a set of keys were signed out to an exhibitor to enable him to store equipment for his show. These keys were never signed back in by the guard on duty. However, CCTV footage confirmed the exhibitor handed them back to the guard as he left the site.

The guard insisted when interviewed that he did not remember having the keys returned to him, despite being shown the CCTV footage. Despite numerous searches the keys were never found.

Unfortunately, the keys in question contained a master key which resulted in the replacement of a number of locks on the site.

The costs involved were £837.

SUMMARY OF COVER

This Summary does not form part of the contract of insurance. A copy of the full policy wording is always available on request along with the content of any extensions or exclusions that may be applicable.

LIABILITIES

SECTION A EMPLOYERS LIABILITY

Cover is required by law and provides an indemnity limit of £10million (£5million for terrorism or exposure to asbestos) in respect of legal liability to pay compensation in the event of death, bodily injury, illness or disease sustained by employees of the company arising out of the course of their employment, including associated legal costs.

SECTION B PUBLIC LIABILITY

This will provide an indemnity for legal liability for accidental death, bodily injury, illness or disease to third parties or accidental loss of or damage to third party property arising out of the operation of the company's business.

● Inefficacy (Failure to Perform), Contractual Liability and Deliberate Acts

Indemnity is provided for your legal liability for injury to customers and (subject to the Underwriters prior agreement) loss or damage to material property which is under your care, custody and control during your customers normal operating hours.

● Fidelity Bonding

Indemnity is provided for costs you are obliged to pay for employees misuse of customer's telephones.

● Loss of Keys

Indemnity is provided subject to a per period limit for the cost of replacing keys and/or locks as a result of a loss of customers keys held by you. Cover includes the cost of additional temporary protection to premises of customers. As an extension, cover is provided for consequential loss claims arising from the loss of keys.

● False Arrest

This will provide an indemnity for your legal liability to the public for damages arising out of any unlawful arrest or physical restraint, including the use of restraints by one person on the liberty of another committed by you or your employees.

● Extended Member-to-Member Liability

This will provide an indemnity for your legal liability arising from bodily injury to any person while that person is participating in any conflict management, physical intervention skills training or similar.

● Professional Indemnity

This will provide an indemnity (limited per policy period) for your legal liability for damages arising out of the giving of incorrect or inappropriate advice.

SECTION C PRODUCTS LIABILITY

An indemnity for legal liabilities for accidents arising out of equipment supplied, installed, repaired or serviced by you is provided. This is especially important for companies involved in the supply and installation of products used in the business of protection.

SECTION D POLLUTION LIABILITY

An indemnity for legal liabilities for bodily injury or damages arising out of pollution occurring in its entirety during the period of insurance as long as you have taken reasonable precautions to prevent such pollution.

LICENSING

It is a condition that Security Industry Authority (SIA) licensing requirements are complied with. Refer to the SIA website for full details: www.the-sia.org.uk

PUBLIC LIABILITY SECTION – POLICY EXCESSES

A Nil Policy excess applies for bodily injury claims, including wrongful arrest unless involving third party property damage.

A £250 Third Party Property Damage excess applies other than:

1. Work in or on mainframe computer suites – £1,000
2. Guarding at construction sites – £1,000
3. Vehicle Immobilisation and Car Park Security – £500
4. Loss of Keys/Consequential Loss of Keys – £250 or 10% of the cost of the claim, whichever is the greater
5. Professional Liability – £1,000

BONA FIDE SUBCONTRACTORS

Cover excludes liability arising from or caused by work undertaken on behalf of the company by subcontractors, who undertake the whole of a service or complete installation, (other than labour-only subcontractors acting as an employee of the company), unless you have obtained evidence that they have Public/Products Liability Insurance including Efficacy in force. This must cover the work done or services provided, including an indemnity to principal clause and have an indemnity limit that matches that of your insurance, unless otherwise agreed by underwriters.

COVER SECURE

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High Risk Security Guarding and Door Supervisor activities

Cover can be extended for certain activities – subject to prior agreement and payment of any appropriate premium.

1. Crowd control (including gate control, response teams and pit teams) at events including football, rugby, boxing or wrestling matches, music concerts, festivals and similar events.
2. Event Traffic Management.
3. Activities where the removal of protestors forms an integral part of the services provided.
4. Close Protection Operatives and associated activities, including back stage VIP Security.
5. Carriage of Cash and/or Valuables.

GENERAL POLICY TERMS & CONDITIONS

Premium Adjustment Clause

The premiums for this insurance are rated on wages and/or turnover as estimated by you at the start of the period of insurance. The premiums are adjustable at renewal by your declaration of the actual figures achieved by your company for the preceding 12 month period of insurance.

The maximum return premium allowable will be 25% of the premium paid for each section, subject to the minimum premium applicable for each cover section.

Cancellation of Cover

This Insurance Policy is issued on a 'Minimum and Deposit' basis and therefore does not provide any return of premium in the event of cancellation. If you have agreed to pay by direct debit, you will still be obliged to pay the full outstanding premium to any finance company in accordance with the contract.

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INSURANCE SERVICES