



SECURITY
INSURED

Metier Underwriting

Certificate of Public Liability Insurance

Public & Products Liability Summary of Cover

Policy Number MOV-00001351-2018-300
Policyholder UK Professional Guarding Limited
Effective Date 14/12/2019
Expiry Date 13/12/2020
Business Static & Mobile Guarding and Event Security

Indemnity Limit(s)

Public Liability Limit £5,000,000
Products Liability Limit £5,000,000

This is to certify that on the Effective date of this certificate, the policyholder was insured under the above numbered policy subject to the terms and conditions agreed with Metier Underwriting, acting on behalf of Syndicate DTW1991 at Lloyd's managed by Coverys Managing Agency Limited.

This Policy Summary does not contain the full terms and conditions of your Combined Liability wording and these can be found in the Policy Document. This Policy Summary should be read in conjunction with Your Policy Schedule.

Date of Issue 14/12/2019

Signed by Metier Trading Limited, trading as Metier Underwriting, acting on behalf of Syndicate DTW1991 at Lloyd's managed by Coverys Managing Agency Limited

Section A – Public & Products Liability

Coverage

This section provides cover for your legal liability to pay damages, claimants' costs and expenses which arise as a result of:

- injury to any person (other than an employee)
- physical loss of or physical damage to material property
- obstruction trespass nuisance or interference with any right of way light air or water

occurring within the **TERRITORIAL LIMITS** in connection with the **TRADE** or **BUSINESS** during the Period of Insurance.

Limits to Section A – Public & Products Liability

The maximum liability of the **INSURER(S)** in respect of all indemnity payable under this Section and extensions of this section in respect of or arising out of any one occurrence attributable to one original cause or source will not exceed in the aggregate the Limit of Indemnity stated in the Schedule.

Provided that the liability of the **INSURER(S)** for all indemnity payable in respect of or arising out of **PRODUCTS** will not exceed the Limit of Indemnity stated in the Schedule in any one Period of Insurance.

The Metier Underwriting **Security and Fire Protection -Combined Liability & Legal Protection Insurance** wording has been enhanced for the Security industry by the inclusion of the following **Extensions** of coverage.

EXTENSIONS to Section A – Public & Products Liability

Please note that the following **EXTENSIONS to Section A – Public & Products Liability** of coverage are optional and must be noted on the **SCHEDULE** for coverage to apply.

EXTENSION1	INEFFICACY AND CONTRACTUAL LIABILITY
EXTENSION 2	PRODUCTS INEFFICACY
EXTENSION 3	WRONGFUL ARREST
EXTENSION 4	LOSS OF KEYS

All other **EXTENSIONS to Section A – Public & Products Liability** need not be selected and are included in the **Security and Fire Protection -Combined Liability & Legal Protection Insurance** policy form

- 1 **INEFFICACY AND CONTRACTUAL LIABILITY** if **YOU** elect to add this **EXTENSION** then **EXCLUSION 3 LIABILITY UNDER CONTRACT OR AN AGREEMENT** is overridden to include Inefficacy occurring within the **TERRITORIAL LIMITS** during the Period of Insurance assumed by the **INSURED** under contract
INEFFICACY is defined as the failure to carry out or provide security duties or security services that the **INSURED** has contracted to perform in the course of the **TRADE** or **BUSINESS** including deliberate acts wilful default or neglect by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE**

Under this **EXTENSION** the **INSURER** will not be liable for

- a) the amount of the **EXCESS** specified in the Schedule in respect of each and every claim for loss of or damage to property
- b) liquidated damages fines or penalties
- c) loss of or damage to contract works in respect of which the **INSURED** is required to effect insurance under the terms of any contract or agreement
- d) loss of or damage to material property brought on to any site of contract or place of work for the purpose of such contract or work

- e) liability arising from **PRODUCTS** (this can be included by opting to elect **EXTENSION 2 PRODUCTS INEFFICACY**)
- f) liability in respect of any indirect or consequential loss arising from a breach of contract by the **INSURED** not related to physical loss of or physical damage to material property or **INJURY** to any person
- g) any amount in excess of the Limit of Indemnity specified in the Schedule in respect of or arising out of any one occurrence attributable to one original cause or source

- 2 PRODUCTS INEFFICACY** if **YOU** elect to add this **EXTENSION** then **EXCLUSION 3 LIABILITY UNDER CONTRACT OR AN AGREEMENT** is overridden to include Inefficacy occurring within the **TERRITORIAL LIMITS** during the Period of Insurance assumed by the **INSURED** under contract

Under this **EXTENSION** the **INSURER** will not be liable for

- a) the amount of the **EXCESS** specified in the Schedule in respect of each and every claim for loss of or damage to property
- b) any amount in excess of the Limit of Indemnity specified in the Schedule in respect of any one occurrence or in the aggregate in any one Period of Insurance.

- 3 WRONGFUL ARREST** if **YOU** elect to add this **EXTENSION** then **EXCLUSION 22 WRONGFUL ARREST** is overridden to include all sums which the **INSURED** shall become legally liable to pay as compensatory damages arising from or out of **WRONGFUL ARREST** committed or alleged to have been committed by the **INSURED** any **DIRECTOR PARTNER** or **EMPLOYEE** of the **INSURED** occurring within the **TERRITORIAL LIMITS** during the Period of Insurance in the course of the **TRADE** or **BUSINESS**

WRONGFUL ARREST is defined as any unlawful physical restraint by one person on the liberty of another and includes

- a) assault and battery committed or alleged to have been committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by a person under arrest before such person has been or could be placed in the custody of the police or an officer of the court.
- b) libel or slander false imprisonment malicious prosecution either
 - i) committed or alleged to have been committed directly in connection with an arrest or
 - ii) arising out of the investigation of acts of shoplifting or theft

Therefore this EXTENSION includes additional coverage for LIBEL SLANDER FALSE IMPRISONMENT MALICIOUS PROSECUTION

Under this **EXTENSION** the **INSURER** will not be liable for

- a) the amount of the **EXCESS** specified in the Schedule in respect of each and every claim
- b) liability assumed by the **INSURED** under any written contract or agreement unless the **INSURER** has provided its written agreement thereto
- c) claims made or brought against the **INSURED** by any **DIRECTOR PARTNER** or **EMPLOYEE** of the **INSURED** or any member of their families
- d) the cost of any fines or penalties
- e) any amount in excess of the Limit of Indemnity specified in the Schedule in respect of or arising out of any one occurrence.

- 4 LOSS OF KEYS** if **YOU** elect to add this **EXTENSION** then **EXCLUSION 23 LOSS OF KEYS** is overridden to include:

- a) all sums which the **INSURED** shall become legally liable to pay including any consequential loss
- b) liability for the costs of any necessary temporary protection of **YOUR** customers premises as a direct result of **YOUR** customers **KEYS** being lost whilst in the custody or control of the **INSURED** any **DIRECTOR PARTNER** or **EMPLOYEE** of the **INSURED** in connection with the **TRADE** or **BUSINESS** occurring within the **TERRITORIAL LIMITS** during the Period of Insurance

Provided that such loss necessitates the replacement changing or alteration of locks at **YOUR** customers premises

KEYS is **defined** as to be inclusive of electronic access pass cards or any other form of lock opening device

Under this **EXTENSION** the **INSURER** will not be liable for

- a) the amount of any **EXCESS** specified in the Schedule in respect of each and every claim
- b) any amount in excess of the Limit of Indemnity specified in the Schedule during any one period in respect of or arising out of any occurrence.

5 FINANCIAL LOSS this extends the coverage to indemnify the **INSURED** against legal liability for damages and claimants' costs and expenses in respect of any claim for financial loss first made against the **INSURED** during the Period of Insurance

Under this **EXTENSION 'FINANCIAL LOSS'** is defined as a pecuniary loss cost or expense incurred other than by the **INSURED** or any **EMPLOYEE** of the **INSURED** as a result of work carried out by or on behalf of the **INSURED** in or from England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man in connection with the Business.

Under this **EXTENSION** the **INSURER** will not be liable for

- i. financial loss resulting from Bodily **INJURY** loss or damage to property or obstruction trespass nuisance or interference with any easement of air light water or way
- ii. liability for penalty sums fines liquidated damages or payments due under any statutory regulation or bye-law
- iii. liability which attaches to the **INSURED** by reason of an express term of contract unless liability would have attached to the **INSURED** in the absence of such term
- iv. liability resulting from libel slander deceit injurious falsehood or infringement of plans copyright patent trade name trademark or registered design
- v. the cost of removal repair recovery alteration replacement demolition breaking out dismantling making good or recall of any materials goods or other property supplied installed or erected by or on behalf of the **INSURED**
- vi. liability arising from any professional act error omission or advice
- vii. claims arising out of the conscious or intentional disregard by the **INSURED** or the technical or administrative management of the **INSURED** of the need to take all reasonable steps to prevent such financial loss
- viii. claims which arise out of any circumstances notified to previous **INSURERS** or circumstances known to the **INSURED** at the inception of this extension which may give rise to a claim for financial loss
- ix. liability directly or indirectly caused by or contributed to by or arising from work which in any way involves **ASBESTOS, ASBESTOS** fibres or any derivatives of **ASBESTOS** or from goods containing **ASBESTOS, ASBESTOS** fibres or derivatives of **ASBESTOS**.

This **EXTENSION** is on a "**CLAIMS MADE**" basis therefore any incidents or claims are required to be made during the **POLICY PERIOD** as stated in the **SCHEDULE**

6 CROSS LIABILITIES this extension applies to where there is more than one company named on the Policy and limits the total liability of the **INSURER** in respect of any occurrence or series of occurrences attributable to one original cause or source will in no circumstances exceed in the aggregate the Limit of Indemnity stated in the Schedule.

7 LEGAL COSTS AND EXPENSES this extension confirms that the **INSURER** will pay in addition to the Limit of Indemnity legal costs and expenses incurred with its written consent for

- a) representation at any coroners inquest or inquiry in respect of any death
- b) defending in any court of summary jurisdiction or any proceedings in respect of any act or omission

which may be subject of indemnity under this Section

8 DEFECTIVE PREMISES ACT 1972 Act extends liability in respect of **Injury or Damage to Property**, such Section shall apply to legal liability incurred by the **Insured** by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 or any subsequent amending or legislation in substitution thereof, in connection with premises disposed of by the Insured.

9 LEASED AND RENTED PREMISES extends coverage against legal liability for loss or damage to premises hired to or rented to the **INSURED** for the purpose of the **TRADE** or **BUSINESS** within the **TERRITORIAL LIMITS**

- 10 MOTOR CONTINGENCY LIABILITY** extends coverage against legal liability arising out of the use for the purposes of the **TRADE** or **BUSINESS** of any motor vehicle not belonging to or provided by the **INSURED**

Under this EXTENSION the INSURER will not be liable for

- a) indemnifying any party other than the **INSURED**
- b) loss of or damage to such motor vehicle or to property conveyed therein or thereon
- c) **INJURY** loss or damage arising while such vehicle is being driven by the **INSURED** or **DIRECTOR** or **PARTNER**
- d) legal liability where indemnity is provided under any other insurance or security
- e) **INJURY** to any **EMPLOYEE**
- f) **INJURY** loss or damage occurring outside any country within the European Union

- 11 MECHANICAL PLANT AS A TOOL OF TRADE** extends coverage for liability arising out of ownership or use of mechanically propelled plant whilst such plant is being used as a tool of trade within the **TERRITORIAL LIMITS**

Under this EXTENSION the INSURER will not be liable for

- a) in connection with any watercraft hovercraft or aircraft
- b) where indemnity is granted elsewhere
- c) which is required to be **INSURED** under any road traffic legislation or is the subject of other security

- 12 INDEMNITY TO PRINCIPAL** extends the coverage to include any **PRINCIPAL** in respect of the legal liability of such **PRINCIPAL** arising out of work carried out by the **INSURED** under a contract or agreement

- 13 OVERSEAS PERSONAL LIABILITY** extends the coverage to include the family of **INSURED DIRECTOR PARTNER** or **EMPLOYEE** during temporary visits in connection with the **TRADE** or **BUSINESS**

- 14 HEALTH AND SAFETY AT WORK AND CORPORATE MANSLAUGHTER DEFENCE COSTS** incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of any Health and Safety Legislation, provided that an offence is alleged to have been committed during the Period of Insurance in the course of the Business.

INSURER(S) total liability in respect of Costs and Expenses shall not exceed £1,000,000 in the aggregate during any one Period of Insurance.

EXCLUSIONS to Section A – Public & Products Liability

These Exclusions apply in addition to the General Policy Exclusions

The **INSURER** will not be liable for

- 1 EXCLUDED LOCATIONS** – any activity undertaken by **YOU** on or in the locations listed below are not covered by **YOUR POLICY** but can be considered for inclusion by the **INSURER** upon request. These locations are:
 - a) railways.
 - b) watercraft or **OFFSHORE** gas or oil installations.
 - c) chemical or petrochemical works oil or gas refineries or oil gas storage facilities.
 - d) **AIRSIDE** or aircraft.
 - e) power stations.
 - f) any installation or establishment where nuclear processing is undertaken.
- 2 DEFECTIVE GOODS** – this excludes the costs or expenses incurred in recalling repairing reconditioning replacing or testing any **PRODUCT** or of rectifying defective workmanship or the replacement cost of any **PRODUCT** or the cost of making any refund in respect of any **PRODUCT**.

- 3 **LIABILITY UNDER CONTRACT OR AN AGREEMENT** – this excludes liability assumed under any contract or agreement where such liability would not have arisen in the absence of such contract or agreement. However if **YOU** extend cover to include **INEFFICACY AND CONTRACTUAL LIABILITY** as set out in Extension 1 specified coverage can be included (Refer Extension 1 **INEFFICACY AND CONTRACTUAL LIABILITY** to **SECTION A PUBLIC AND PRODUCTS**)
- 4 **FAULTY DESIGN** – this excludes liability arising out of advice design formula plan or specification given separately for a fee or other remuneration by the **INSURED** or anyone on the **INSURED(S)'** behalf.
- 5 **FINES OR PENALTIES** – this excludes fines penalties punitive exemplary aggravated liquidated or multiple damages
- 6 **ELECTROMAGNETIC FIELDS** – this excludes liability arising out of or contributed to directly or indirectly by exposure to magnetic electric or electromagnetic fields or radiation however caused.
- 7 **INJURY TO EMPLOYEES** – this excludes liability for **INJURY** to any **EMPLOYEE** where such **INJURY** arises out of and in the course of employment by the **INSURED**. This cover is can be included if **SECTION B – EMPLOYERS LIABILITY** is selected by **YOU**
- 8 **PROPERTY IN INSURED(S)' CUSTODY** – this is excluded other than for **EMPLOYEES'** personal effects and in third party property where **YOU** are providing security services
- 9 **POLLUTION** – coverage is limited to sudden identifiable unintended and unexpected **POLLUTION** during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule including costs
- 10 **BIOLOGICAL OR CHEMICAL MATERIALS** this excludes the actual or threatened malicious use of pathogenic or poisonous **BIOLOGICAL OR CHEMICAL MATERIALS**
- 11 **OFFSHORE** this excludes any work undertaken and/or travelling to or any visit to **OFFSHORE** rig platform or other similar installation.
- 12 **CYBER LIABILITIES** this excludes **INJURY** loss or damage associated with or caused by a **SYSTEM FAILURE** if a **SYSTEM FAILURE** or from the use or misuse of the Intranet Extranet and/or caused via the **INSURED(S)'** own website or internet site or web address and/or via the transmission of mail plans designs photographs or other documents by electronic means.
- 13 **VEHICLES AND CRAFT** this excludes **Road Traffic Act liability and use of watercraft hovercraft or aircraft however this Exclusion** shall not apply to liability in respect of such vehicles in the **INSURED(S)** and/or their **EMPLOYEES** care custody or control for the purpose of guarding such vehicles.
- 14 **PROPERTY DAMAGE EXCESS** as specified in the **SCHEDULE**
- 15 **AEROSPACE PRODUCTS** this excludes **PRODUCTS** known to be for use in or control of craft intended to travel through air or space or other aero spatial devices
- 16 **NORTH AMERICA** this excludes any **PRODUCT** known by the **INSURED** to be for use in or supply to the United States of America and/or Canada and/or their possessions or protectorates
- 17 **DELIBERATE ACTS** this excludes liability arising out of **DELIBERATE ACTS** wilful default or neglect by the **INSURED** any **DIRECTOR PARTNER** or **EMPLOYEE** of the **INSURED**. However if **YOU** extend cover to include **INEFFICACY AND CONTRACTUAL LIABILITY** as set out in Extension 1 and/or **PRODUCTS INEFFICACY** as set out in Extension 2 specified coverage can be included (Refer Extension 1 **INEFFICACY AND CONTRACTUAL LIABILITY** to **SECTION A PUBLIC AND PRODUCTS** and Extension 2 **PRODUCTS INEFFICACY**)

- 18 FRAUD DISHONESTY OR EMBEZZLEMENT** this excludes any act of theft fraud dishonesty or embezzlement by the **INSURED** any **DIRECTOR PARTNER** or **EMPLOYEE** of the **INSURED**.
- 19 DIGGING OR EXCAVATION BELOW 1 METRE** – any excavation work undertaken by **YOU** in excess of 1 metre are not covered by **YOUR POLICY** but can be considered for inclusion by the **INSUER** upon request
- 20 GUARD DOGS** this exclusion applies unless **YOU** have complied with the provisions of the Guard Dogs Act 1975 and any amending legislation.
- 21 INEFFICACY** this excludes any liability arising from or out of **INEFFICACY**. However if **YOU** extend cover to include **INEFFICACY AND CONTRACTUAL LIABILITY** as set out in Extension 1 and/or **PRODUCTS INEFFICACY** as set out in Extension 2 specified coverage can be included (Refer Extension 1 **INEFFICACY AND CONTRACTUAL LIABILITY** to **SECTION A PUBLIC AND PRODUCTS** and Extension 2 **PRODUCTS INEFFICACY**)
- 22 WRONGFUL ARREST** this excludes any liability arising from or out of **WRONGFUL ARREST**. However if **YOU** extend cover to include Extension 3 **WRONGFUL ARREST** specified coverage can be included.
- 23 LOSS OF KEYS** this excludes any liability arising from or out of **LOSS OF KEYS**. However if **YOU** extend cover to include Extension 4 **LOSS OF KEYS** specified coverage can be included
- 24 MONEY** this excludes loss of or damage to **MONEY** belonging to customers of the **INSURED** other than **MONEY** stored in the premises of the **INSURED(S)'** customers.
- 25 ASBESTOS**
- 26 HAZARDOUS BUILDING COMPONENT MATERIAL** this excludes any liability arising form any component building material that must be removed encapsulated or otherwise abated because its presence or release is a hazard to human health.
- 27 FUNGUS MOULD AND MILDEW** this excludes any liability arising from any fungus of any kind whatsoever including but not limited to mildew mould spore(s) or allergens including any **REMEDIATION** or medical costs
- 28 TERRORISM**

CONDITIONS to Section A – Public & Products Liability

The following **CONDITIONS** apply when undertaking work

- 1 USE OF HEAT PRECAUTIONS** when using heat away from the **INSURED(S)'** premises of angle grinders and spark generating equipment hot air guns or blow lamps or blow torches or welding equipment or flame cutting equipment the following precautions must be observed
- hot air guns in operating mode and lighted blow lamps blow torches flame cutting or welding equipment must not be left unattended and must be extinguished immediately after use
 - at least one 2 gallon or 9 litre fire extinguisher per item of heat equipment must be kept available for immediate use
 - all removable combustible materials must be removed from the immediate vicinity of the work (to a distance of 6 metres when welding or flame cutting equipment is used) and all combustible material which cannot be moved must be covered by overlapping sheets of flame proof material except when hot air guns are used
 - a fire safety check of the working area must be carried out immediately after completion of each period of work but when welding or flame cutting equipment is used the fire safety check must also be carried out 30 minutes after the work ceases
- 2 INTERIOR SERVICES PRECAUTIONS** - Prior to the commencement of any installation work the **INSURED** must take all reasonable steps to ascertain the position of all pipes cables and building services at the site of the work including the use of



pipe and cable detectors

- 3 UNDERGROUND SERVICES PRECAUTIONS** - Prior to the commencement of any digging or excavation work the **INSURED** must take all reasonable steps to ascertain the position of all pipe's cables and underground services at the site of the work including the use of any telephone enquiry facility for the location of underground services