



# **SECURITY INDUSTRY COMBINED LIABILITY POLICY**

**(ALARM INSTALLATION AND SECURITY CONTRACTORS)**

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CNA Insurance Company Limited is authorised and regulated by the Financial Services Authority under registration number 202777

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## THE SCHEDULE

**POLICY NUMBER:** PC631471

**INSURED:** Walker Fire (UK) Limited, AB Fire Protection Limited, Stockport Fire Protection Limited and Printbetter Limited

**MAIN BUSINESS ADDRESS:** Unit 2, Roman Court, Roman Way, Preston, Lancashire, PR2 5BB

**THE BUSINESS and no other for the purpose of this insurance:**

Supply, Installation, Filling and Maintenance of Fire Fighting and Fire Prevention Equipment, Assembly of Fire Hose Reels, Design and Maintenance, Repair, Installation and Commissioning of Fire Alarm Systems, Emergency Lights and Supression Systems. Fire Training Courses Including the use of Gas Controlled Fires

Period of Insurance: From 30<sup>th</sup> November 2014  
To 29<sup>th</sup> November 2015

Renewal Date: 30<sup>th</sup> November 2015

**and any subsequent period for which the INSURED shall pay and the INSURER shall agree to accept renewal**

**PREMIUM DUE:** GBP 11,500.00  
**INSURANCE PREMIUM TAX at 6%:** GBP 690.00

**TOTAL PREMIUM:** GBP 12,190.00

**The LIMITS OF INDEMNITY and Excess(es) applicable for each Section/Extension shall be as specified below**

Section/ Extension	Covered/ Not Covered	LIMITS OF INDEMNITY (as defined in each Section)
1. Employers' Liability	Covered	£ 10,000,000 any one OCCURRENCE but limited to £ 5,000,000 any one OCCURRENCE in respect of Asbestos or TERRORIST ACTION
2. Public Liability	Covered	£10,000,00 any one OCCURRENCE
3. Efficacy and Contractual Liability	Covered	£1,000,000 any one OCCURRENCE
4. Products Liability	Covered	£10,000,000 any one OCCURRENCE and in the aggregate

		DEDUCTIBLE
1. Employers' Liability		NIL
2. Public Liability		£500 each and every claim
3. Efficacy and Contractual Liability.		£500 each and every claim
4. Products Liability		£500 each and every claim

**OPTIONAL EXTENSIONS**

<b>EXTENSION</b>	<b>COVERED / NOT COVERED</b>	<b>LIMITS</b>	<b>DEDUCTIBLE</b>
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1. Loss of Keys	Covered	£25,000	£500 each and every claim
2. Fidelity Bonding	Covered	£100,000 any one occurrence and £250,000 in the aggregate	£500 each and every claim
3. Financial Loss	Not Covered		% contribution from INSURED each and every claim subject to minimum £ and maximum £ each and every claim.
4. Wrongful Arrest	Covered	£100,000	£500 each and every claim

Signed for and on behalf of the CNA Insurance Company Limited



**Raman Mistry**  
**Technical Underwriting Specialist – Casualty**  
**North & Central Region**

Date: 10 December 2014

## PREAMBLE AND INDEMNITY CLAUSE

In consideration of the INSURED paying the Premium to the INSURER the INSURER will subject to the terms of this POLICY indemnify the INSURED against

- A All sums which the INSURED shall become legally liable to pay as DAMAGES within the Scope of Cover as defined in any Section to which this POLICY applies and which arises in connection with the BUSINESS
- B Claimants COSTS and expenses arising in respect of any claim against the INSURED which may be the subject of indemnity under this POLICY
- C All COSTS and reasonable expenses incurred by or with the written consent of the INSURER in respect of any claim against the INSURED which may be the subject of indemnity under this POLICY
- D All COSTS and reasonable expenses incurred with the written consent of the INSURER for representation of the INSURED in any proceedings in a Court or similar forum arising out of any death or alleged breach of statutory duty the circumstances of which may be the subject of indemnity under this POLICY

# GENERAL DEFINITIONS

**Any word or phrase appearing in capitals and defined shall have such defined meaning wherever it appears in this POLICY**

1. AIRSIDE means those parts of an airfield or airport to which access to the public is prohibited
2. BODILY INJURY means death bodily injury disease and illness including psychiatric illness
3. BUSINESS means in addition to the description shown in the SCHEDULE
  - 3.1 the ownership and maintenance of premises which are also occupied by the INSURED in the course of the BUSINESS
  - 3.2 the provision and management of canteen social sports and welfare organisations for the INSURED'S EMPLOYEES
  - 3.3 the provision and management of first aid fire and ambulance services
  - 3.4 private work carried out with the consent of the INSURED for any director partner or senior official of the INSURED by an EMPLOYEE of the INSURED
4. COSTS means any sum payable in accordance with B C or D of the Preamble and Indemnity Clause
5. DAMAGES means damages which the INSURED is legally liable to pay in respect of BODILY INJURY or physical loss of PROPERTY or physical damage to PROPERTY including losses flowing directly therefrom but excluding losses of any other kind
6. DEDUCTIBLE shall mean the amount(s) specified against each Section or Optional Extension in the SCHEDULE which shall be retained by the INSURED
7. EMPLOYEE means
  - 7.1 any person under a contract of service or apprenticeship with the INSURED
  - 7.2 any labour master or labour only sub-contractor or person supplied by any of them
  - 7.3 any self employed person
  - 7.4 any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the INSURED
  - 7.5 any person participating in any Government or otherwise authorised work experience training study exchange or similar scheme
  - 7.6 any voluntary or unpaid person
  - 7.7 any person deemed to be an EMPLOYEE by a court of law in the UNITED KINGDOMwhile engaged in working for the INSURED in connection with the BUSINESS
8. INSURED means
  - 8.1.1 the first named party in the SCHEDULE
  - 8.1.2 any associated or subsidiary company of the first named party and which is named in the SCHEDULE operating in or from premises in the UNITED KINGDOM

and at the request of the INSURED

- 8.2.1 any director or EMPLOYEE of the INSURED while acting on behalf of or in the course of their employment or engagement by the INSURED in respect of liability for which the INSURED would have been entitled to indemnity under this POLICY if the claim against any such person had been made against the INSURED
- 8.2.2 any officer member or EMPLOYEE of the INSURED's social sports or welfare organisation or fire first aid or ambulance service in their respective capacity as such
- 8.2.3 any director partner or senior official of the INSURED in respect of private work carried out by any EMPLOYEE of the INSURED for any such person with the consent of the INSURED
- 8.3 in the event of the death of the INSURED the personal representatives of the INSURED in respect of liability incurred by the INSURED

but only provided that such persons shall be subject to the terms of this POLICY so far as they can apply and in any event the liability of the INSURER shall not exceed the LIMIT OF INDEMNITY

10. KEYS means customers keys electronic pass cards digital locks and similar security devices
11. LIMIT OF INDEMNITY means the limit (inclusive of COSTS) applicable to the relevant Section of this POLICY as specified in the SCHEDULE and is the maximum amount payable by the INSURER
12. OCCURRENCE means one event or a series of events consequent upon or attributable to one original source or cause
13. OFFSHORE means from the time of embarkation by an EMPLOYEE onto a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation by the EMPLOYEE from a conveyance onto land upon return from an offshore rig or offshore platform
14. PERIOD OF INSURANCE means the period specified in the SCHEDULE and/or such other period(s) agreed by the INSURER
15. PRODUCTS means any PRODUCTS or products (including containers labelling or instructions provided in connection therewith) which are sold supplied erected repaired altered treated or installed by the INSURED in the course of the BUSINESS
16. POLICY means and includes
  - 16.1 all information provided to the INSURER as part of a proposal for issue renewal or amendment of or to the insurance set out in this document
  - 16.2 all terms provisions exceptions conditions and LIMITS OF INDEMNITY set out in this document
  - 16.3 the SCHEDULE notices and other documents attaching from time to time
  - 16.4 all endorsements incorporated in and issued from time to time for incorporation in this document all of which shall be read together and constitute the contract of Insurance
17. POLLUTION means
  - 17.1 pollution or contamination by naturally occurring or man-made substances forces organisms or any combination of them whether permanent or transitory and
  - 17.2 all physical loss of or physical damage to PROPERTY or BODILY INJURY directly or indirectly caused by such pollution or contamination
18. PROPERTY means property which is both material and tangible
19. SECURITY SERVICES means the provision of security services for which the INSURED has contracted to perform (including custody of keys) which term shall include by way of illustration but not be limited to commissionaires control of car parks fire bell test setting
20. SCHEDULE means the Schedule for the time being in force
21. TERRORIST ACTION means the actual or threatened
  - 21.1 Use of force or violence against persons or property
  - 21.1.2 Commission of an act dangerous to human life or property or
  - 21.1.3 Commission of an act that interferes with or disrupts an electronic or communication system

undertaken by any person or group whether or not acting on behalf of or in connection with any organisation government power authority or military force when the reasonably apparent intent or effect is

  - 21.2.1 to intimidate or coerce a government or business or to disrupt any segment of the economy
  - 21.2.2 to cause alarm fright fear of danger or apprehension of public safety in one or more distinct segments of the general public or to intimidate or coerce one or more such segments or
  - 21.2.3 to further political ideological religious or cultural objectives or to express support for (or opposition to) a philosophy ideology religion or culture
22. UNITED KINGDOM means England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

## **SECTION 1 – EMPLOYERS’ LIABILITY**

### **1. SCOPE OF COVER UNDER SECTION 1**

BODILY INJURY to any EMPLOYEE of the INSURED arising out of and in the course of their employment or engagement by the INSURED and caused during the PERIOD OF INSURANCE

- 1.1. in the UNITED KINGDOM or
- 1.2. whilst temporarily outside the UNITED KINGDOM for a period not exceeding eight months provided that any such EMPLOYEE is ordinarily resident in the UNITED KINGDOM

### **2. LIMIT OF INDEMNITY TO SECTION 1**

The LIMIT OF INDEMNITY under this Section is the maximum amount the INSURER will pay in respect of any one OCCURRENCE and this amount shall not be increased because more than one claim is made in respect of the OCCURRENCE or more than one INSURED is entitled to indemnity in respect of the OCCURRENCE

### **3. EXCEPTIONS TO SECTION 1**

3.1. The INSURER shall not indemnify the INSURED under this Section in respect of BODILY INJURY to an EMPLOYEE of the INSURED if at the relevant time the EMPLOYEE is

- 3.1.1. travelling as a passenger in or on a motor vehicle
- 3.1.2. entering getting on to or alighting from a vehicle

in circumstances where compulsory insurance or security in respect of the vehicle is required by relevant road traffic legislation and such EMPLOYEE is not acting in the capacity of the driver of the vehicle

3.2. The INSURER shall not indemnify the INSURED under this Section against liability arising OFFSHORE

3.3. The INSURER will not indemnify the INSURED under this Section in respect of liability for payment under any Workman’s Compensation scheme or similar social workplace compensation legislation whilst working outside the UNITED KINGDOM

### **4. RIGHTS OF RECOVERY UNDER SECTION 1**

The indemnity provided under this Section is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to employees in the UNITED KINGDOM may require but the INSURED shall repay to the INSURER all sums paid by the INSURER which the INSURER would not have been liable to pay but for the provisions of such law



**5. EXTENSION TO SECTION 1**

Unless expressed to the contrary the Extension to this Section is subject to all other terms of this POLICY so far as they can apply

**1. EXTENSION - UNSATISFIED COURTS JUDGEMENT**

In the event of a judgement for DAMAGES being obtained in the first instance under the jurisdiction of a court in the UNITED KINGDOM by any EMPLOYEE or the personal representatives of any EMPLOYEE in respect of PERSONAL INJURY arising out of and in the course of the EMPLOYEE'S employment or engagement by the INSURED at the request of the INSURED the INSURER will pay to the EMPLOYEE or the personal representatives of the EMPLOYEE the amount of any DAMAGES or awarded costs to the extent that they remain unsatisfied

Provided that

- 5.1.1. there is no appeal outstanding
- 5.1.2. the judgement relates to PERSONAL INJURY which would otherwise be within the Scope of Cover of this Section of this POLICY
- 5.1.3. any payment made by the INSURER shall only be in respect of liability for which the INSURED would have been entitled to indemnity under this Section of this POLICY if the judgement had been made against the INSURED
- 5.1.4. the INSURER shall be entitled to take over and prosecute for its own benefit any claim against any other party and the INSURED the EMPLOYEE or the personal representatives of the EMPLOYEE shall give all information and assistance required

## SECTION 2 - PUBLIC LIABILITY

### 1. SCOPE OF COVER UNDER SECTION 2

- 1.1. Accidental BODILY INJURY to any person
- 1.2. Accidental physical loss of or physical damage to PROPERTY

happening anywhere within the Geographical Limits of this Section during the PERIOD OF INSURANCE

## SECTION 3 – EFFICACY and CONTRACTUAL LIABILITY

### 1. SCOPE OF COVER UNDER SECTION 3

- 1.1. Accidental BODILY INJURY to any person
- 1.2. Accidental loss of or physical damage to PROPERTY

happening anywhere within the Geographical Limits of this Section during the PERIOD OF INSURANCE arising out of the failure to carry out the duties the INSURED has contracted to perform including deliberate acts willful default or neglect by the INSURED or by any EMPLOYEES or servants

### 2. LIMIT OF INDEMNITY TO SECTION 2 and SECTION 3

THE LIMIT OF INDEMNITY under Section 2 and 3 is the maximum amount the INSURER will pay in respect of any one OCCURRENCE and this amount shall not be increased because more than one claim is made in respect of the OCCURRENCE or more than one INSURED is entitled to indemnity in respect of the OCCURRENCE.

### 3. EXCEPTIONS TO SECTION 2 and 3

The INSURER shall not indemnify the INSURED under Section 2 or 3 against liability

- 3.1 for the first amount of each and every OCCURRENCE arising from physical loss of or physical damage to PROPERTY in respect of the specific circumstances shown in the SCHEDULE
- 3.2 arising from work performed OFFSHORE or AIRSIDE or on railway tracks
- 3.3. for any loss of or physical damage to PROPERTY in the custody or control of the INSURED or of any EMPLOYEE of the INSURED other than
  - 3.3.1. PROPERTY belonging to an EMPLOYEE or visitor
  - 3.3.2. any premises including contents (not being premises leased or rented to the INSURED) which are temporarily occupied by the INSURED for the provision of SECURITY SERVICES or for the purpose of carrying out work in or to such premises
- 3.4 arising from guarding activities which involve
  - 3.4.1 the use of EMPLOYEES who have not been vetted in accordance with
    - 3.4.1.1 British Standards BS7858 Code of Practice for Security Screening of Personnel employed in a Security Environment and/ or
    - 3.4.1.2 British Standards BS7499 Manned Security Services Part1 Code of Practice for Static Guarding and Mobile Control Services
    - 3.4.1.3 or any subsequent amendment thereto

- 3.4.2 stewarding or door supervision activities other than when carried out by EMPLOYEES who have been vetted in accordance with British Standards BS7960 Code of Practice for Door Supervisors/Stewards or any subsequent amendment thereto
  - 3.4.3 crowd control activities at sports matches pop concerts and similar venues other than control of car parks or access to VIP enclosures
  - 3.4.4 control or removal of protesters where it forms an integral part of the services provided
  - 3.4.6 the provision of personal body guarding
  - 3.4.7 the use of guard dogs unless the INSURED complies fully with the provisions of the Guard Dog Act 1975 and any subsequent amendment thereto
  - 3.4.8 the guarding or carriage of bullion cash jewellery or precious stones
- 3.5 arising from the ownership possession or use under the control of the INSURED or of any EMPLOYEE of the INSURED of
- 3.5.1 any mechanically propelled vehicle  
However this part of this exception shall not apply in respect of BODILY INJURY or physical loss of or physical damage to PROPERTY arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by relevant road traffic legislation and the INSURED is not entitled to indemnity under any other insurance or indemnity
  - 3.5.2. any aircraft or other aerial devices hovercraft or watercraft (other than watercraft or sailing craft on inland waterways and lakes not used for commercial passenger carrying services).
- 3.6. caused by any PRODUCTS after they have ceased to be in the custody or control of the INSURED other than food or drink for consumption on the INSURED'S premises
  - 3.7 caused by or arising from any advice design specification or instructions given for a fee
  - 3.8 arising from or caused by the use or application of heat away from the INSURED's premises
  - 3.9 in respect of the carriage or guarding of bullion cash or jewellery
  - 3.10 for the cost of replacing KEYS and or locks operated by KEYS
  - 3.11 The INSURER shall not indemnify the INSURED against the first amount of each and every OCCURRENCE arising from physical loss of or physical damage to PROPERTY in respect of the specific circumstances shown in the SCHEDULE

**4. GEOGRAPHICAL LIMITS TO SECTIONS 2 and 3**

- 3.1. The UNITED KINGDOM
- 3.2. Elsewhere in Europe but only in connection with the BUSINESS carried on by the INSURED at or from any premises situated in the UNITED KINGDOM
- 3.3. Elsewhere in the world other than the United States of America or Canada arising out of business visits by directors or non-manual EMPLOYEES ordinarily resident in the UNITED KINGDOM

## **5. EXTENSIONS TO SECTION 2**

Unless expressed to the contrary the Extensions to this Section are subject to all other terms of this POLICY so far as they can apply

### **5.1 DEFECTIVE PREMISES**

The INSURER will indemnify the INSURED under this Section against liability in respect of BODILY INJURY or physical loss of or physical damage to PROPERTY arising in respect of any premises disposed of by the INSURED

However this indemnity shall not apply in respect of any loss of or damage to or any costs or expenses incurred in repairing replacing or making any refund in respect of any such premises

### **5.2 LEASED PREMISES**

The INSURER will indemnify the INSURED under this Section against legal liability for physical loss of or physical damage to premises or fixtures or fittings thereof which are leased to the INSURED

However this indemnity shall not apply in respect of liability for

- 5.2.1 physical loss or physical damage if the liability is assumed under any tenancy or other agreement and would not have attached in the absence of such agreement
- 5.2.2 the first £250 of such physical loss or physical damage caused otherwise than by fire or explosion

### **5.3 CONTINGENT LIABILITY (NON-OWNED VEHICLES)**

The INSURER will indemnify the INSURED under this Section in respect of legal liability for BODILY INJURY and physical loss of or physical damage to PROPERTY arising out of the use of any motor vehicle which is neither the property of nor provided by the INSURED being used in connection with the BUSINESS

However this indemnity shall not apply in respect of

- 5.3.1. physical loss of or physical damage to any such vehicle
- 5.3.2. BODILY INJURY or physical loss of or physical damage to PROPERTY while such vehicle is being driven by the INSURED
- 5.3.3. BODILY INJURY or physical loss of or physical damage to PROPERTY while such vehicle is being driven with the general consent of the INSURED or of his representative by any person who to the knowledge of the INSURED or such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- 5.3.4. liability arising from circumstances in which it is compulsory for the INSURED to insure or provide security in respect of such vehicle as a requirement of relevant road traffic legislation
- 5.3.5. a vehicle being used outside the UNITED KINGDOM

For the purposes of this Extension the INSURED shall be as defined in General Definitions 8.1.1. and 8.1.2. only

**5.4 USA/CANADA PUBLIC LIABILITY**

The INSURER will indemnify the INSURED under this Section against liability in respect of BODILY INJURY or physical loss of or physical damage to PROPERTY happening anywhere within the United States of America or Canada arising out of business visits by directors or non-manual EMPLOYEES

Provided that

- 5.4.1. such directors and non-manual EMPLOYEES are ordinarily resident in the UNITED KINGDOM
- 5.4.2. the INSURER shall not indemnify the INSURED under this Extension against liability in respect of POLLUTION

**5.5. OBSTRUCTION AND PHYSICAL LOSS OF AMENITIES ETC**

The INSURER will indemnify the INSURED under this Section against liability in respect of accidental obstruction physical loss of amenities trespass nuisance or interference with any right of way light air or water

## SECTION 4 – PRODUCTS LIABILITY

### 1. **SCOPE OF COVER UNDER SECTION 4**

- 1.1. Accidental BODILY INJURY to any person
- 1.2. Accidental physical loss of or physical damage to PROPERTY

Happening anywhere in the world during the PERIOD OF INSURANCE and caused by any PRODUCTS

### 2. **LIMIT OF INDEMNITY TO SECTION 4**

The LIMIT of INDEMNITY under this Sections 4 is the maximum combined amount the INSURER will pay in respect of any one OCCURRENCE or all OCCURRENCEs during any one PERIOD OF INSURANCE and this amount shall not be increased because more than one claim is made in respect of the OCCURRENCE or more than one INSURED is entitled to indemnity in respect of the OCCURRENCE

### 3. **EXCEPTIONS TO SECTION**

The INSURER shall not indemnify the INSURED under these Sections against liability caused by or in connection with any PRODUCTS which

- 3.1. to the knowledge of the INSURED are sold supplied erected repaired altered treated or installed by the INSURED in or for delivery or use in the United States of America or Canada
- 3.2. are sold supplied erected repaired altered treated or installed in or for use in or on any aircraft aerospace device hovercraft or waterborne craft or for marine or aviation purposes
- 3.3. are in the custody or control of the INSURED

# GENERAL EXTENSIONS

Unless expressed to the contrary these Extensions are subject to all other terms of this POLICY so far as they can apply

## 1. EXTENSION - CONTRACTUAL LIABILITY AND INDEMNITY TO PRINCIPAL

Notwithstanding the provisions of General Exclusion 1 the INSURER will indemnify the INSURED under any Section of this POLICY against liability in respect of BODILY INJURY or physical loss of or physical damage to PROPERTY as follows

To the extent that any contract or agreement entered into by the INSURED with any Principal so requires the INSURER will indemnify the INSURED against liability assumed by the INSURED and the Principal in like manner to the INSURED in respect of the liability of the Principal where liability arises out of the performance by the INSURED of such contract or agreement

Provided that

the conduct and control of claims is vested in the INSURER

the Principal shall observe fulfil and be subject to the terms of this POLICY so far as they can apply

the indemnity shall not apply in respect of liquidated DAMAGES or under any penalty clause

the indemnity granted under Section 1 of this POLICY shall only apply in respect of liability to any person who is an EMPLOYEE of the INSURED

where indemnity is granted to any Principal the INSURER will treat each Principal and the INSURED as though a separate POLICY had been issued to each of them

nothing in this Extension shall increase the liability of the INSURER to pay any amount in excess of the LIMIT OF INDEMNITY under any Section of this POLICY

For the purpose of this Extension Principal means the other party to a contract or agreement for whom the INSURED is undertaking work or services or providing PRODUCTS where such party is responsible for setting out the terms of the contract or agreement

## 2. EXTENSION - CROSS LIABILITIES

If the INSURED named in the SCHEDULE comprises more than one party the INSURER will treat each party as though a separate POLICY had been issued to each of them

However nothing in this Extension shall increase the liability of the INSURER to pay any amount in excess of the LIMIT OF INDEMNITY under any Section of this POLICY

## 3. EXTENSION - SUDDEN AND UNINTENDED POLLUTION

Notwithstanding the provisions of General Exclusion 4.5. of this POLICY the INSURER will indemnify the INSURED under Sections 2 3 or 4 of this POLICY against liability in respect of either BODILY INJURY or physical loss of or physical damage to PROPERTY caused solely by POLLUTION which results from a sudden identifiable unintended and unexpected incident and such incident takes place in its entirety at a specific and identified time and place during the PERIOD OF INSURANCE

Provided that

- 3.1. all POLLUTION which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
- 3.2. the INSURER shall not indemnify the INSURED under this Extension against any liability in respect of POLLUTION happening anywhere in the United States of America or Canada
- 3.3. nothing in this Extension shall increase the liability of the INSURER to pay any amount in excess of the LIMIT OF INDEMNITY under any Section of this POLICY

**4. EXTENSION - COURT ATTENDANCE COMPENSATION**

In the event of any of the undermentioned persons attending court as a witness at the request of the INSURER in connection with a claim in respect of which the INSURED is entitled to indemnity under this POLICY the INSURER will provide compensation to the INSURED at the following rates per day for each day on which attendance is required

- 4.1. any EMPLOYEE £250
- 4.2. any director or partner of the INSURED £500

**5. EXTENSION - PROSECUTION DEFENCE COSTS**

The INSURER will indemnify the INSURED against

- 5.1. costs and expenses incurred with the written consent of the INSURER
- 5.2. costs and expenses awarded against either the INSURED or any director or EMPLOYEE of the INSURED

in connection with a prosecution (including an appeal against conviction resulting from a prosecution) as a result of an alleged offence notice of which is received during the PERIOD OF INSURANCE under any legislation in the UNITED KINGDOM giving rise to duties in relation to the BUSINESS where the circumstances of the alleged offence may be the subject of indemnity under this POLICY

Provided always that the INSURER shall not be liable for the payment of any fine or any penalty or where the prosecution results from a deliberate management decision act or omission of management



## OPTIONAL EXTENSIONS

The following extensions are operative only when shown as such in the SCHEDULE and unless expressed to the contrary are subject to all other terms of this POLICY so far as they can apply

### OPTIONAL EXTENSION 1 - LOSS OF KEYS

The INSURER will indemnify the INSURED in respect of any amounts which the INSURED may become liable to pay resulting from the loss of KEYS whilst in the possession of the INSURED

Provided that

- 1.1. any amounts payable shall be restricted to
  - 1.1.1. the reasonable cost of replacement or alteration of KEYS and or locks operated by KEYS
  - 1.1.2. the consequential loss suffered by the INSUREDs customer arising either from their inability to gain access to their premises or the misuse of the KEYS by any person other than an EMPLOYEE
  - 1.1.3. the reasonable cost of any additional temporary protection to the affected premises
- 1.2. the INSURER shall not be liable for the DEDUCTIBLE shown in the SCHEDULE against this Extension
- 1.3. the LIMIT OF INDEMNITY under this Extension as shown in the SCHEDULE is the maximum amount the INSURER will pay in respect of any one OCCURRENCE and this amount shall not be increased because more than one claim is made in respect of the OCCURRENCE or more than one INSURED is entitled to indemnity in respect of the OCCURRENCE

## OPTIONAL EXTENSION 2 - FIDELITY BONDING

The INSURER will

- 2.1 make good to the INSURED any loss of money belonging to the INSURED caused by theft fraud dishonesty or embezzlement by EMPLOYEES
- 2.2 indemnify the INSURED in respect of any amounts which the INSURED may become liable to pay resulting from physical loss or physical damage to PROPERTY and money not belonging to the INSURED or any EMPLOYEE of the INSURED for which the INSURED has no legal liability caused by arson malicious damage theft fraud dishonesty or embezzlement by EMPLOYEES

committed during the period of insurance and discovered no later than 3 months after the occurrence or the termination of employment of the suspected EMPLOYEE whichever shall occur first.

Provided that:

1. the LIMIT OF INDEMNITY under this Extension as shown in the SCHEDULE is the maximum amount the INSURER will pay in respect of
  - 1.1 any one OCCURRENCE
  - 1.2 the acts of any one employee regardless of the period during which the acts were committed
2. the indemnity granted by this extension shall not apply in respect of any claim or circumstances known to the INSURED prior to the inception of this POLICY and which the INSURED knew or should reasonably have assumed might result in a claim being made against the INSURED
3. you ensure that suitable and competent persons are employed including but not restricted to the vetting of employees according to
  - 3.1. British Standards BS7858 Code of Practice for Security Screening of Personnel employed in a security Environment.  
  
and / or
  - 3.2. British Standards BS7499 Manned Security Services Part 1, Code of Practice for Static Guarding and Mobile Control Services  
  
and / or
  - 3.3. British Standards BS7960 Code of Practice for Door Supervisors / Stewards  
  
or any amendment thereto
4. the INSURER shall not be liable for the DEDUCTIBLE shown in the SCHEDULE against this extension
5. the limit of indemnity specified in the SCHEDULE is the maximum payable under this extension in the aggregate during any one period of insurance.

### **OPTIONAL EXTENSION 3 - FINANCIAL LOSS**

The INSURER will indemnify the INSURED in respect of any amounts which the INSURED may become liable to pay as damages and COSTS arising out of any claim or claims for accidental FINANCIAL LOSS made in writing to the INSURED during the PERIOD OF INSURANCE and notified to the INSURER during or within 30 days after expiry of the same PERIOD OF INSURANCE in connection with the BUSINESS

#### DEFINITION

For the purpose of this extension

FINANCIAL LOSS means a pecuniary loss or expense sustained by

1. any third party from any contingency not caused by PRODUCTS
2. any customer or user of PRODUCTS resulting from the defective or harmful condition of such PRODUCTS or their failure (or any part thereof ) to perform the function for which they were supplied by the INSURED.

#### LIMIT OF INDEMNITY

The LIMIT OF INDEMNITY under this Extension as shown in the SCHEDULE (£.....) is the maximum amount the INSURER will pay including all costs and expenses in respect of all claims made during any one PERIOD OF INSURANCE

#### EXCLUSIONS

The indemnity granted by this Extension shall not apply in respect of

1. the first 10% or £.....DEDUCTIBLE whichever is the greater of each and every OCCURRENCE
2. liability which attaches solely by way of any contract or agreement that would not have attached in the absence of such contract or agreement
3. any fine penalty liquidated damages or payment to any statutory authority arising out of the enforcement of statutory requirements or the performance of statutory duties
4. any liability arising from advice instruction or design
  - 4.1 given for a fee unless relating to any PRODUCTS for which indemnity is provided by this POLICY
  - 4.2 given without a fee and for which indemnity is provided by another insurance
5. any expense incurred in for the withdrawal inspection repair or replacement of PRODUCTS
- 6.. liability arising out of or in connection with any delays strikes or labour disturbances
7. liability arising out of an OCCURRENCE happening outside the UNITED KINGDOM
8. any claim brought in the United States of America or Canada
9. any claim or circumstances known to the INSURED prior to the inception of this POLICY and which the INSURED knew or should reasonably have assumed might result in a claim being made against the INSURED
10. any cause happening prior to the Retroactive date stated in the SCHEDULE
11. or in connection with
  - 11.1 BODILY INJURY or physical loss of or physical damage to PROPERTY which would otherwise be a matter for indemnity under this POLICY
  - 11.2 Passing off or infringement of any patent copyright design trade mark trade name or of any Intellectual Property Rights

#### **OPTIONAL EXTENSION 4 - LOSS OF GAS FROM FIXED FIRE EXTINGUISHING SYSTEMS**

Notwithstanding Exception 3.3 of Sections 2 and 3 the INSURER will indemnify the INSURED in respect of sudden identifiable unintended and unexpected discharge of gas from fixed fire systems

#### LIMIT OF INDEMNITY

The LIMIT OF INDEMNITY under this Extension as shown in the SCHEDULE is the maximum amount the INSURER will pay including all costs and expenses in respect of all claims made during any one PERIOD OF INSURANCE

#### EXCLUSIONS

The indemnity granted by this Extension shall not apply in respect of

1. the DEDUCTIBLE shown in the SCHEDULE against this extension

## **OPTIONAL EXTENSION 5 - SERVICE INDEMNITY EXTENSION**

Notwithstanding Exception 3.3 of Sections 2 and 3 the INSURER will indemnify the INSURED in respect of accidental damage to motor vehicles and their contents temporarily in the INSURED's custody possession or control for the purpose of installing vehicle alarms or immobilizers or other electrical repairs

### LIMIT OF INDEMNITY

The LIMIT OF INDEMNITY under this Extension as shown in the SCHEDULE is the maximum amount the INSURER will pay including all costs and expenses in respect of all claims made during any one PERIOD OF INSURANCE

### EXCLUSIONS

The indemnity granted by this Extension shall not apply in respect of

1. the DEDUCTIBLE shown in the SCHEDULE against this extension
2. the cost of repairing reinstating replacing or rectifying the original installation repair or servicing work
3. loss of or damage to vehicles left unattended or not being worked upon unless
  - 3.1 such vehicles have been locked and where already fitted any alarm or immobilizer has been activated
  - 3.2 during normal business hours all keys have been removed and retained in safe custody
  - 3.3 whilst out of normal business hours all keys are retained in a locked safe or similar secure cabinet

## **OPTIONAL EXTENSION 6 - USE OF HEAT AWAY FROM PREMISES CONDITIONS**

It is agreed that Exception 3.8 of Sections 2 and 3 is deleted

It is a condition precedent to indemnification under this POLICY that when welding or flame-cutting equipment blow lamps blow torches or hot air guns (the Equipment) are used by the INSURED or any EMPLOYEE of the INSURED away from the INSURED's premises the INSURED shall ensure

### **1. that before using the Equipment**

- (i) an EMPLOYEE is appointed to be responsible for fire safety and for ensuring that fire precautions are taken
- (ii) such EMPLOYEE shall obtain permission from a person acting for the occupier of the site to use the equipment and shall arrange for the required fire extinguishing appliances to be available at the site
- (iii) every EMPLOYEE on site where the Equipment is to be used shall be made aware of the location of fire alarms and fire fighting equipment
- (iv) the area in which work is to be carried out must be adequately cleared of all combustible material to a distance of not less than 7 metres
- (v) immovable combustible materials floor and other structures within or near to the area of operations must be protected by the use of blankets or screens of incombustible material
- (vi) if heat is to be applied to any wall or partition or to any material built into or passing through a wall or partition an inspection must be made of the other side prior to commencing work in order to ensure that no combustible materials are in danger of ignition by direct or conducted heat
- (vii) there shall be available for immediate use near to the area of operations a two gallon fire extinguisher or in circumstance where the use of water would be dangerous a multi-purpose dry powder extinguisher with a minimum capacity of 5lbs
- (viii) nearby hydrants and hoses if present must be connected up in readiness for immediate use and tested prior to commencement of operations

### **2. that during use of the Equipment**

- (i) the Equipment shall be operated only by an EMPLOYEE trained or experienced in its use
- (ii) a responsible person shall act as a fire watcher alongside the person operating the equipment
- (iii) the Equipment is lit for as short a time as possible before use and extinguished after use and not left unattended whilst alight
- (iv) changes of gas or fuel cylinders or canisters are made in the open

### **3. that after using the Equipment**

- (i) a thorough examination must be made of the area in which the hot work has been undertaken including the other side of walls or partitions immediately after the termination of each period of work
- (ii) further checks should be made at half hourly intervals for a further two hours or if the site is to be vacated a final check no less than half an hour after the termination of the last period of hot work
- (iii) any security personnel remaining on or coming onto the site be made aware of the areas in which hot work has been

## **OPTIONAL EXTENSION 7 – WRONGFUL ARREST**

Notwithstanding General Exclusion 5 the INSURER will indemnify the INSURED against all sums which the INSURED shall become legally liable to pay as damages in respect of Wrongful Arrest (as defined) committed or alleged to have been committed by the INSURED or any person employed by or on behalf of the INSURED during the currency of this POLICY and arising out of the BUSINESS of the INSURED

The INSURER will also reimburse the INSURED for the amount of any costs incurred with the written consent of the INSURER in the investigation adjustment or defence of any claim or proceedings which may be brought against the INSURED or such persons.

### DEFINITION

For the purpose of this extension Wrongful Arrest is defined as any unlawful physical restraint by one person on the liberty of another and shall include:

1. 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 or could be placed in the custody of the police or an officer of the court
2. libel or slander false imprisonment or malicious prosecution either
  - 2.1 committed and/or alleged to have been committed directly in connection with an arrest or
  - 2.2 arising out of the investigation of acts of shoplifting or theft

### LIMIT OF INDEMNITY

The LIMIT OF INDEMNITY under this Extension as shown in the SCHEDULE is the maximum amount the INSURER will pay including all costs and expenses in respect of all claims made during any one PERIOD OF INSURANCE

### EXCLUSIONS

The indemnity granted by this Extension shall not apply in respect of

1. the DEDUCTIBLE shown in the SCHEDULE against this extension
2. liability assumed by the INSURED under any written contract or agreement unless the INSURER has given its written agreement thereto
3. claims made or brought against the INSURED by any director, partner or EMPLOYEE of the INSURED or their families
4. any liability to persons other than those wrongfully arrested
5. liability of the INSURED in respect of fines or penalties
6. claims brought outside the UNITED KINGDOM

## GENERAL EXCLUSIONS

1. The INSURER shall not indemnify the INSURED against any liability which is assumed by the INSURED by agreement unless such liability would have attached in the absence of such agreement
  
2. The INSURER shall not indemnify the INSURED under this POLICY against any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - 2.1. the actual or alleged emission release or escape of electromagnetic radiation
  - 2.1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - 2.2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereofHowever so far as BODILY INJURY to any EMPLOYEE which arises out of and in the course of his employment or engagement by the INSURED this exclusion shall only apply in respect of  
  
liability of any Principal  
liability assumed by the INSURED by agreement which would not have attached in the absence of such agreement
  
3. The INSURER shall not indemnify the INSURED under this POLICY against liability for
  - 3.1. punitive exemplary aggravated or restitutionary DAMAGES
  - 3.2. multiplied DAMAGES but this exception shall not apply in respect of the original award of DAMAGES made prior to the application of the multiplier
  - 3.3. any fine or penalty
  
4. The INSURER shall not indemnify the INSURED under Sections 2 3 4 of this POLICY against liability
  - 4.1. in respect of BODILY INJURY to any EMPLOYEE which arises out of and in the course of their employment or engagement by the INSURED
  - 4.2. for any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
  - 4.3. in respect of physical loss of or physical damage to PRODUCTS
  - 4.4. for any costs or expenses incurred in repairing replacing recalling or making any refund in respect of PRODUCTS
  - 4.5. in respect of POLLUTION
  
5. The INSURER shall not indemnify the INSURED against any liability arising out of libel slander defamation of character deceit or injurious falsehood discrimination harassment or advertising injury
  
6. The INSURER shall not indemnify the INSURED under any Section of this POLICY other than for the minimum sum under Section 1 deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to EMPLOYEES in the UNITED KINGDOM may require in respect of BODILY INJURY caused other than by external bodily injury or physical loss of or damage to PROPERTY arising in whole or in part either directly or indirectly out of polychlorinatedbyphenols or asbestos whether it be
  - 6.1.1 airborne as a liquid gas or fibre or carried or transmitted on clothing or by any other means
  - 6.1.2 contained in or forms part of any building material cooling or insulative material



7. The INSURER shall not indemnify the INSURED under any Section of this POLICY other than for the minimum sum under Section 1 deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to EMPLOYEES in the UNITED KINGDOM may require in respect of

7.1 BODILY INJURY physical loss of or physical damage to PROPERTY that in whole or in part arises directly or indirectly out of one or more of the following

7.1.1 Government action

7.1.2 War

7.1.3 TERRORIST ACTION or any action taken to prevent or address actual or expected TERRORIST ACTION

7.2 Any loss cost or expense arising out of testing for monitoring cleaning up removing containing treating detoxifying neutralizing or disposing of or in any way assessing or responding to the effects of toxic infectious or radioactive matter distributed generated or released as a direct or indirect result of any event described in Paragraph 7.1 above

This exclusion applies regardless of any other cause or event that contributed concurrently or in any sequence to such injury physical damage physical loss cost or expense

This exclusion supersedes any coverage or condition to the contrary that may be included in this POLICY or any endorsement thereon

Paragraph 7.1 of this exclusion does not apply to BODILY INJURY or physical loss of or physical damage to PROPERTY caused while assisting emergency rescue operations following the conclusion of the TERRORIST ACTION

8. The INSURER shall not indemnify the INSURED against the first amount of each and every OCCURRENCE arising from physical loss of or physical damage to PROPERTY in respect of the specific circumstances shown in the SCHEDULE

# GENERAL CONDITIONS

## 1. BASIC CONDITIONS

**The following conditions are precedent to indemnification under the POLICY and if they are breached no cover will be provided under the POLICY**

- 1.1 The INSURED must pay to the INSURER all premiums due to the INSURER together with all taxes due on the premiums
- 1.2 All statements answers and information supplied to the INSURER by or on behalf of the INSURED in connection with this POLICY must be truthful and complete

## 2. OBLIGATIONS OF THE INSURED DURING THE PERIOD OF INSURANCE

**The following conditions must be complied with throughout the PERIOD OF INSURANCE**

**Any breach by the INSURED will allow the INSURER to terminate the POLICY  
Termination shall be from the date of the breach of the condition**

The INSURED must

- 2.1. give immediate notice to the INSURER in writing
  - 2.1.1. of anything which materially affects the risk insured
  - 2.1.2. once the INSURED has knowledge of any impending prosecution inquest or fatal accident inquiry in connection with anything which may give rise to a claim under this POLICY
- 2.2. take all reasonable care to
  - 2.2.1. prevent accidents
  - 2.2.2. maintain all premises plant and equipment and everything used in connection with the BUSINESS of the INSURED in proper repair
  - 2.2.3. employ only competent EMPLOYEES
  - 2.2.4. act in accordance with all statutory obligations and regulations
- 2.3. on any defect or danger becoming apparent
  - 2.3.1. either forthwith make good or remedy any such defect or danger
  - 2.3.2. or take such additional precautions as the circumstances require to avoid such defect or danger

## 3. CLAIMS CONDITIONS

**The following conditions explain the actions and co-operation required of the INSURED regarding the handling of claims under this POLICY**

**No claim will be paid unless the INSURED complies in full with all of these conditions**

It is a condition precedent to indemnification under this policy that the INSURED shall

- 3.1. give immediate written notification to the INSURER of any OCCURRENCE which may give rise to a claim being made against the INSURED or any claim made or intimation that a claim might be made against the INSURED and for which the INSURED might seek an indemnity under this POLICY
- 3.2. provide the INSURER with such particulars as the INSURER may require in connection therewith
- 3.3. forward to the INSURER immediately on receipt every letter writ summons and process in connection therewith
- 3.4. give all information and assistance required by the INSURER in connection therewith
- 3.5. neither make any admission of liability nor any offer promise or payment in connection therewith without the written consent of the INSURER

### 3. ADMINISTRATIVE CONDITIONS

- 4.1. So far as any part of Conditions 1 to 3 are concerned nothing limits the right of the INSURED to claim indemnity under Section 1 of this POLICY subject to the "Rights of Recovery" as set out in that Section of this POLICY
- 4.2. The INSURER shall be entitled at any time and at its own discretion to
  - 4.2.1 take over and conduct in the name of the INSURED the defence of or the settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or DAMAGES against all other parties or persons
  - 4.2.2 pay to the INSURED the LIMIT OF INDEMNITY less any COSTS incurred by the INSURER or any lesser sums for which any claim or claims under any Section of this POLICY can be settled in that event the INSURER shall not be under any further liability
  - 4.2.3 cancel this POLICY by sending thirty days notice by recorded delivery post to the INSURED at the last address of the INSURED known to the INSURER  
In such event the INSURED shall become entitled either to a return of premium and tax or a credit as appropriate of a proportionate part of the premium and tax corresponding to the unexpired PERIOD OF INSURANCE
- 4.3. Where the premium is calculated upon estimates furnished by the INSURED the INSURED shall keep an accurate record of all particulars relative thereto and the INSURER shall be allowed to inspect such records at all reasonable times  
The INSURED shall within one month from the expiry of each Period of Insurance supply to the INSURER such particulars as the INSURER may require whereupon the Premium for such Period shall be adjusted and the difference paid by or allowed to the INSURED as the case may be subject to any Minimum Premium applicable
- 4.4. If in respect of any claim there is any other insurance or indemnity in favour of the INSURED in force relative to such claim or there would be but for the existence of this POLICY the liability of the INSURER shall be limited to the amount in excess of such other insurance or indemnity  
Subject always to the LIMIT OF INDEMNITY
- 4.5. Where the context allows any word or expression to which a specific meaning has been attached in any part of this POLICY shall bear that meaning wherever it may appear
- 4.6. It is agreed by both the INSURED and the INSURER that any dispute concerning the terms conditions extensions exceptions exclusions and endorsements of this POLICY shall be subject to English Law and the English Courts alone shall have jurisdiction in any dispute hereunder

## COMPLAINTS PROCEDURE

It is our intention to provide you with a first class service. However, there may be occasions when you feel that this objective has not been achieved. If you are dissatisfied with any aspect of the service that you receive, please contact either your usual insurance adviser or

The Claims Manager  
CNA Insurance Company Limited  
International House  
1 St. Katharine's Way  
London E1W 1UN

Please provide the following information with your complaint:

1. Quote the policy and/or claim number.
2. Identify the name of any claim handling organisation with whom you have been dealing and their reference number.
3. State the nature of your complaint.

You will receive an acknowledgement within 5 working days of receipt of your complaint together with a detailed timetable of the actions we will take to investigate/handle your complaint.

**If after taking this action you are dissatisfied with our response, please write to:**

Chief Executive Officer  
CNA Insurance Company Limited  
International House  
1 St. Katharine's Way  
London E1W 1UN

**If the matter is not resolved to your satisfaction, you may request assistance from:**

The Consumer Information Department  
The Association of British Insurers  
51 Gresham Street  
London EC2V 7HQ

Telephone No: +44 (0)20 7600 3333  
Facsimile No: +44 (0)20 7696 8999  
Email address: [info@abi.org.uk](mailto:info@abi.org.uk)

CNA Insurance Company Limited is a member of the ABI.

Alternatively, you may seek assistance from:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Telephone No: 0845 080 1800  
Email address: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman Service will become involved if you are an eligible complainant as defined by the rules of the Financial Services Authority.

The existence of this Complaints Procedure does not affect any right of legal action you may have against CNA Insurance Company Limited.

## DATA PROTECTION NOTICE

The purpose of this notice is to inform you how we (CNA Insurance Company Limited) use your Personal Data. We will process the Personal Data you provide to us in accordance with our Privacy Statement (available at [www.cnaeurope.com](http://www.cnaeurope.com)) as summarised below. The term 'Personal Data' refers to personally identifiable information about an individual, such as their name, job description, health related data, birthday, email address or mailing address.

By registering your Personal Data with us (for example, through our website, by completing a Proposal or Claim Form, or providing information to us in any other way), you have consented to us processing your Personal Data for specific purposes, including arranging your insurance cover (including renewals and claims), complying with a legal requirement, accounts administration, customer services, credit checks, fraud prevention and marketing our products and services.

In order to arrange your insurance cover or process any claims, we may disclose your Personal Data to other companies within our Group, our insurance partners, underwriters, loss adjusters and other third parties who act for us. In some instances, it may be necessary to transfer your Personal Data between our European and international offices. This may include your Personal Data being disclosed to legal or regulatory bodies in order to comply with diverse legal regulations, including those imposed on our parent company based in the United States. We will endeavour to ensure that any such data processed or disclosed is appropriately protected by technical and operational security measures and contractual measures where necessary.

We will also use your contact details to keep you informed by post, telephone or email of our additional products or services and developments in the insurance sector generally which may be of interest to you. Please note that your details may continue to be used for these purposes after your policy has lapsed. If you do NOT wish your contact details to be used for marketing purposes as set out above, please email or write to us at the addresses given below.

With certain exceptions, and on payment of a small fee, we will disclose to you the Personal Data we hold about you. We will also correct, amend or delete any inaccurate data and you may inform us of any such changes by emailing us or writing to us at the addresses given below. We will only keep your Personal Data for as long as reasonably necessary for the purposes for which it was collected or to comply with any legal, ethical or document retention requirements.

Where you have provided us with Personal Data about another person, you have confirmed to us during presentation of the risk and/or in the Proposal Form or Claim Form that they have appointed you to act for them and that they consent to the processing of their Personal Data as set out above and further described in our Privacy Statement on our website.

If you have any questions about this Data Protection Notice, please email or write to us at the addresses given below:

CNA Insurance Company Limited, International House, 1 St. Katharine's Way, London E1W 1UN

By email:

To unsubscribe or amend your Personal Data, contact: [marketing@cnaeurope.com](mailto:marketing@cnaeurope.com)

To request a copy of your Personal Data or for any other queries, contact: [privacy@cnaeurope.com](mailto:privacy@cnaeurope.com)

## **ENDORSEMENTS**