

Policy Number ZS2019/0681

Date 22nd February 2023

Page

Insurance Agreement

This Documentation has been prepared on information given by your Insurance Advisor and forms part of your Contract of Insurance.

Important: you must check all the information contained within this document immediately and tell your insurance advisor if any details are incorrect.

The information provided must have been given to the best of your knowledge and belief. You should provide us with all the relevant facts which may influence us as to whether we accept your insurance, on what terms and conditions and at what premium. If you are in any doubt whether a particular fact is relevant, you should declare it.

Failure to disclose all material information or disclosures of false information could result in the Policy becoming voidable, in which case we would not be liable to pay any claims. If you are not sure about the information contained within this document you must contact your Insurance Advisor immediately.

We recommend that you keep a record (including copies of letters) of all information supplied. A copy of all information given will be supplied on request.

Insurance Information

Other than information already disclosed;

Neither you, the Insured, nor any partner or director or officer in your business has:

- been convicted or charged (but not yet tried) with a criminal offence (other than a motoring offence)
- received an official caution for a criminal offence within the last three years (other than a motoring offence)
- ever been declared bankrupt and/or been a director of a Company which has gone into liquidation, administration or receivership.
- ever knowingly failed to conform to legislation pertaining to Health and Safety at work activities.

No Insurer has ever:

- declined a proposal
- not invited renewal
- cancelled or refused to renew a policy
- imposed special conditions or requested extra precautions to be taken by you or any partner or director or officer in your business.

Zurich Insurance Company Ltd. A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.



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The Insured RMSS Ltd

The Agent CAMBERFORD UNDERWRITING

The Business Provision of Event Security.

The Postal Address of the Insured 80 Cambridge Heath Road

London

E1 5QJ

Period of Insurance From 23rd February 2023 to 22nd February 2024

Renewal Date 23rd February 2024

Renewal Premium £8,977.00

Premium Tax £1,077.24

Amount Due £10.054.24

First and Annual Premiums are subject to adjustment based on actual figures declared.

Policy Form Reference ZCYL132LC.09

Summary of Cover

Part A – Employers Liability Insured

Part B – Public and Products Liability

(Including Efficacy and Contractual Liability)

Part C – Directors and Officers Liability Insured

Part D - Professional Indemnity

Insured

Insured

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TABLE OF COVER:

ZURICH[®]

Part A - Employers Liability

Limit of Indemnity £10,000,000

Part B – Public and Products Liability

(Including Efficacy and Contractual Liability)

Limit of Indemnity £5,000,000

Property damage excess £500

Optional Extensions:

Item 1 – Fidelity Guarantee Operative

Limit of Indemnity of any one **employee** £100,000
Limit of Indemnity any period of insurance £250,000
Excess £500

Item 2 – Loss of Extinguishing Gas Operative

It is hereby agreed and understood that the Limit of Indemnity stated in Part B Section 3 Clause 2 (Loss of Extinguishing Gas) is

increased to £20,000

£500

Item 3 – Loss of Keys including Consequential Loss Operative

Limit of Indemnity £100,000 Excess £500

Item 4 - Money

Limit of Indemnity Not Operative

Item 5 – Professional Advice Operative

Limit of Indemnity £100,000

Retroactive date 23rd February 2022
Excess £2,500 or 10% of claim whichever is the greater

Part C - Directors and Officers Liability

Limit of Indemnity £100,000

Part D – Professional Indemnity Operative

Limit of Indemnity £100,000

Retroactive Date th
Excess £2,500 or 10% of claim
whichever is the greater

ENDORSEMENTS

The Policy is subject to the endorsements shown below:

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0189 Products Recall

Part B of this policy extends to indemnify **you** in respect of Product Recall Costs and Expenses incurred with **our** prior written consent for **products** sold or supplied during this Period of Insurance whose ownership has passed to third parties where the recall is:

- a) necessary in order to avoid:
 - i) accidental injury to any person other than an employee
 - ii) accidental damage to property
- b) ordered by authorised regulatory body or other competent authority
- c) as a result of Malicious Product Tampering

and notified to us during or within 30 days of expiry of this Period of Insurance.

Definitions

Malicious Product Tampering

Malicious Product Tampering means any actual, alleged or threatened, intentional, malicious, and wrongful alteration of the **Product**, by any person including employees, so as to render the product unfit or dangerous for its intended use or to create such impression to the public.

Product Recall Costs and Expenses

Product Recall Costs and Expenses means reasonable and necessary costs incurred by **you** to withdraw or destroy such affected **products** including but not limited to:

- a) notification to known owners of the **product** or public notification to unknown owners of the **product**
- b) transportation including packaging of the **product** from the owner to **you** or to the nearest suitable place (including but not restricted to, dealer, wholesaler, retailer, other workshops) where the defects in the **product** can be repaired or the **product** can be replaced
- c) return of the repaired or replaced product including packaging to the owner
- d) Travel Expenses incurred by **employees** or a duly instructed third party should it prove expedient on cost grounds to repair the defect or replace the **product** on the premises of the business or owner instead of recovering or recalling the **product** to the nearest suitable place.
 - For this purpose Travel Expenses means the expenses of transportation, accommodation and board and the temporary hiring of additional personnel in direct relation with the recall
- e) overtime paid to your employees for work devoted exclusively to the recall of the product
- f) expense of renting or hiring additional warehouse or storage space for the recall of the **product** for a maximum period of (between 3 and 12) months
- g) the destruction of the **product** instead of its recovery or recall to the nearest suitable place where necessary because of legal requirements or where ordered by authorised regulatory body or other competent authority or where expedient on cost grounds
- h) the examination of those **products** (including the cost of transportation to the nearest suitable place) that it can be proven belong to a batch affected by defects

Provided always that:

- i) such checking is found to be expedient on cost grounds; and
- ii) that the costs incurred as a result thereof do not exceed the value of the goods.

The checking can be done by **you** or by an appointed third party. Where checking is carried out by **you**, this extension will cover **your** own costs.

legal costs and expenses incurred relating to the affected **products**.

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Provided Always that

- a) Our liability under this extension will not exceed the sum of £100 000 in any one period of insurance.
- b) In respect of any claims for which indemnity is provided by this extension, **you** will pay the first £10 000 of each and every claim.
 - You will indemnify us in respect of any such amounts for which we have made a payment.
- We must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of you.
- d) All the terms, conditions, limitation and exclusions of this Policy shall apply except where they have been varied by the terms of this extension.

Exclusions

We will be under no liability under this extension:

- a) in respect of fines or penalties of any kind
- b) where **you** have assumed liability in a contract or agreement other than liability for damages that **you** would have had in the absence of the contract or agreement
- c) for a recall due to the failure to observe legal requirement
- d) for a recall due to prototypes or test **products**
- for costs associated with the expense to design, redesign, engineer, re-engineer, re calibrate or retool any product
- f) any matter which **you, your employees**, officers or directors had actual or constructive knowledge of prior to the inception date of this cover
- g) **products** supplied prior to inception of this policy
- h) **products** exported to the United States of America or Canada.

Conditions

On becoming aware of any circumstance where a product recall may be necessary, you will:

- a) notify us immediately
- b) provide **us** with every assistance in investigating the cause, extent and implications of the recall.
- make arrangements for the organisation of the recall and will ensure that the affected products are identified.

How to Claim

- One telephone number is all you need when reporting a products recall claim: 0800 917 6568
- Our claims service is available 24 hours a day, 7 days a week
- There are no claims forms to complete
- We can take all the details over the phone.

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Security Contractor's

CERTIFICATE OF INSURANCE



Head Office

Lygon House, 50 London Road, Bromley, Kent, BR1 3RA

Telephone

020 8315 5000

Fax

020 8460 2118

Email

security@camberford.com

£500,000

Insured RMSS Ltd

Address 80 Cambridge Heath Road

London E1 5QJ

Business Description Provision of Event Security.

Liability Policy

Period of Insurance 23rd February 2023 to 22nd February 2024

Insurer Zurich Insurance Company Ltd

Policy Number ZS2019/0681

Cover Limit of Liability

Employers Liability £10,000,000

Public & Products Liability including: £5,000,000
Wrongful Arrest £5,000,000
Efficacy and Contractual Liability £5,000,000
Products Efficacy £5,000,000

Financial Loss (tort only)

Extensions

Fidelity Guarantee Extension £100,000 any one Employee

£250,000 in any Period of Insurance

Misuse of Customers' Telephones £10,000
Loss of Extinguishing Gas £20,000
Loss of Keys Extension including Consequential Loss £100,000
Professional Advice Extension £100,000

Retroactive date: 23rd February 2022

Directors & Officers £100,000

Professional Indemnity £100,000
Retroactive Date th

Excess Liability Policy

Period of Insurance

Insurer Allied World Assurance Company (Europe) dac

Policy Number B105323EOL817409

Limit of Indemnity £5,000,000

Total Public & Products Liability Limit of Indemnity £10,000,000

including Wrongful Arrest, Efficacy & Contractual Liability

and Products Efficacy

Subject to the Insurer's terms and conditions.

Signed on behalf of Insurers Date: 22-Feb-2023

Directors and Officers Liability Insurance Statement of Fact

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Head Office

Lygon House, 50 London Road, Bromley, Kent, BR1 3RA

Telephone 020 8315 5000

Fax

020 8460 2118

Please confirm that your company and its subsidiaries:

- 1. Is a UK registered private **company**, unlisted on any stock exchange, with:
 - a. no assets or turnover in North America and has not recently disposed of any assets in North America.
 - b. no subsidiary companies domiciled outside the UK.
- 2. Has no **claim**s or circumstances which may give rise to a **claim** under this policy.
- 3. Main activities are security services as declared
- 4. Is currently trading as a going concern and is not the subject of an administration order and:
 - a. that the latest audited Report & Accounts show a retained profit, positive net worth and do not have an audit qualification.
 - b. has not missed any statutory deadline for filing accounts.
- 5. Is not the subject of any proposal relating to its acquisition by another **company** and have no plans to trade the **company**'s shares.
- 6. Is not planning any closure of offices or redundancies of staff within the next 12 months.
- 7. Has not had an insurance **company** cancel or decline one of **your** policies, apply special terms when renewing **your** policy or refused to renew **your** policy.

Please read the following carefully before signing and dating the Declaration

It is essential that every Firm or Proposer when seeking a quotation to take out or renew any insurance discloses to Insurers all material facts and information (including all material circumstances) which might influence the judgement of an Insurer in assessing whether or not to accept the risk and on what terms. The obligation to provide this information continues up until the time that there is a completed contract of insurance. Failure to do so entitles the Insurers, if they so wish, to avoid the contract of insurance from inception and so enables them to repudiate liability there under. If **you** have any doubt as to what constitutes a material fact or circumstance please do not hesitate to ask for advice.

We hereby warrant that:

- To the best of **our** knowledge and belief the foregoing particulars and statements are true and that no material fact has been withheld.
- They and other written statements made by **us** or on **our** behalf for the purpose of the proposed insurance shall be the basis of and incorporated in the contract between **us** and Zurich Insurance Company Ltd.

We hereby undertake to declare any material alterations or amendments to the foregoing particulars and statements which occur prior to the commencement of the contract of insurance.

Signed	
Print name	
Position held	
Date	
Client Ref: 224525	
Company Name: RMSS Ltd	



Certificate of Employers' Liability Insurance (a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 2008 (the Regulations), a copy of this certificate must be displayed at all places where you employ persons covered by the policy or an electronic copy of the certificate must be retained and be reasonably accessible to each employee to whom it relates).

Policy Number	ZS2019/0681	
1. Name of policyholder	RMSS Ltd	
2. Date of commencement of insurance policy	23rd February 2023	
3. Date of expiry of insurance policy	22nd February 2024	

We hereby certify that subject to paragraph 2:

- 1. The policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney (b).
- 2. (a) the minimum amount of cover provided by this policy is no less than £5 million (c).

Signed on behalf of Zurich Insurance Company Ltd (Authorised Insurer)

Tim Bailey

Tim Bi

Chief Executive Officer of Zurich Insurance Company Ltd, UK Branch

Notes

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.



Health and safety for small/medium sized businesses

How my insurer helps me manage my health and safety risk

Good health and safety standards help you to run your business successfully. Meeting the requirements of relevant regulation is a central factor in achieving this. Insurers recognise the wider benefits to society of encouraging businesses in following sensible, proportionate measures aimed at helping them to carry out their activities.

We are providing this information to help you take sensible steps to manage health and safety effectively.

Insurers will continue to settle legitimate claims. Insurers will also co-operate with businesses such as yours if you need to deal with the consequences of vexatious claims made against you.

Your insurer will always be willing to offer you guidance on what constitutes good practice in managing health and safety. This guidance should be aimed at improving the resilience of your business in dealing with civil law claims made against you, and will be proportionate to the level of risk involved.

Employers' liability vs public liability – what's the difference?

Insurers provide cover for businesses' legal liabilities by issuing:

- Employers' liability policies this covers employers for injury or disease to people they employ; and
- Public liability policies this covers businesses for injury, disease or damage to people they do not employ, for example visitors.

The law - the Health and Safety at Work etc. Act 1974

- This is the main law on health and safety and says that every employer is to ensure, so far as is reasonably practicable, the health and safety of employees and also persons not in their employment who may be affected by work activities.
- Your insurer expects you to take reasonable steps to comply with this requirement and other related regulations, using the guidance and tools provided by the Health and Safety Executive (or other competent organisations) to help with this aim. You can find more information at www.hse.gov.uk/index.htm.
- Your insurer will not refuse to pay a claim purely because of a breach of health and safety regulations.
- Your insurer will not withdraw cover mid-term purely because of a breach of health and safety regulations.



Who is an employee?

There are various forms of employment. Often a working individual may not be engaged under a contract of employment. For this reason, insurers include, under an employers' liability policy, a definition of who is to be treated as an 'employee'. A typical definition would be:

- Any person employed under a contract of service or apprenticeship;
- people on work experience schemes, for example, students;
- any person hired or borrowed from another employer including drivers or operators of hired in plant;
- labour only subcontractors; and
- home workers.

All these people are covered while working for and under your control in your business.

Some common concerns

Documentation	Insurers do not generally need you to show any formal evidence that you are keeping to health and safety regulations nor do they ask to see health and safety documents as a condition of granting insurance cover. However, although it is not a legal or insurance requirement to do so good.
	 However, although it is <u>not</u> a legal or insurance requirement to do so, good record keeping (for example, training records, written risk assessments etc.) may be useful if you need to defend a civil law claim.
Written risk assessments	If you employ fewer than five employees, there is no need for you to complete written risk assessments. <u>However</u> , although completing and recording risk assessments is <u>not</u> a legal or insurance requirement, it may help in defending any civil law claims made against you.
The role of health and safety	You do not need to hire a health and safety consultant. The law says that you must have access to competent health and safety advice – often, this is available from your own staff.
consultants	• If, however, the complexity or nature of your business indicates that you do need external support, your insurer will normally recommend that you use a health and safety consultant who is listed on the Occupational Safety and Health Consultants Register. You can get more information at www.oshcr.org.



Testing portable electrical appliances

- There is no specific legal requirement for every portable electrical appliance to be tested each year and your insurer will not insist upon this when offering you insurance.
- However, as you must maintain this equipment suitably to prevent danger, insurers recommend you follow the guidance published by the HSE, available at www.hse.gov.uk/electricity/index.htm.
- For specific guidance, read 'Maintaining portable electric equipment in low risk environments', available at www.hse.gov.uk/pubns/indq236.pdf.

More help

Insurers approve the principles set out in the Association of British Insurers' Key Principles document: Health and Safety for Businesses and the Voluntary Sector. This is available at http://www.abi.org.uk

You can also find more guidance on the HSE website available at www.hse.gov.uk.