



The Liability Company.

LIABILITY MATTERS

Security Liability Insurance Proposal Form

The policy will only respond to claims and/or circumstances, which are first made against you and notified to the Insurers during the policy period. The policy will not provide cover for:

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

Disclosure

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

If you do not understand any part of this document, please contact your broker before you sign it. You will be bound by the answers which are given, and by the information provided by you in the proposal form. It is in your interest to make sure that all information is properly understood. If you are in any doubt, discuss the issue with your broker or disclose the information to the Insurers.

Attachments

Before you return this form, have you included the following (please indicate yes or no)

Standard client contract agreement

Yes

No

Marketing or technical brochure/s

Yes

No

Claims information (if relevant)

Yes

No

The Liability Company (Pty) Ltd

35 Oxford Office Park, 3 Bauhinia Street

Highveld Techno Park, Centurion

PO Box 17541, Lyttleton, Pretoria, Gauteng, 0140

The Liability Company is an authorised financial services provider (FSP 50828)

Our Risk Carriers

All our policies are underwritten by Old Mutual Insure Limited (FSP12) and Old Mutual Alternative Risk Transfer Insure Limited (FSP 49551) on a co-insurance basis. Both are authorised financial services providers and non-life insurers.

Contact Us

T +27 (12) 667 2441

E info@theliabilitycompany.com

W www.theliabilitycompany.com

Underwritten by



OLD MUTUAL ALTERNATIVE RISK TRANSFER INSURE LIMITED

1. Client Information	
Proposer/Company Name:	
Company Registration Number:	
Vat Registration Number:	
Date of Commencement of Business:	
Business Description (what do you do?)	
Primary business (or head office) address:	
Postal Code:	
Postal Address:	
Postal Code:	
Website Address:	
Email Address:	
Telephone Number:	
If any subsidiaries are to be insured, please list them here:	

2. Business Activities:			
<i>Please complete the table below, noting the split in company turnover and number of personnel:</i>			
Type of service rendered	Number of Personnel	Turnover/revenue	% of personnel with firearms
Access Control/Stock Control			
Anti-Poaching			
Assets in Transit			
Car Watch and Related			
Cyber Security			
Escort Services			
Guarding or Patrolling			
Installation and Repair of Equipment (alarms etc.)			
Fire Protection			
Locksmith Services			
Manufacture of Security Devices			
Medical or Paramedic			
Monitoring			
Private Investigation/Forensic			
Reaction or Response			
Security Consulting			
Special Events			
Training Services			

VIP Services			
Working Animals (dogs)			

Total Revenue/Turnover:			
Current Year:		Projected Next Year:	

3. Client Split			
Please provide estimated splits in turnover by client type:			
Client Type	% of overall turnover	Client Type	% of overall turnover
Residential		Commercial	

4. Sector Split			
Please provide estimated splits in turnover by commercial/industry sector:			
Industry	% of overall turnover	Industry	% of overall turnover
Banking		Warehousing	
Retail		Manufacturing	
Fuel Distribution/Transport		Transport	
Offices		Automotive	
Mining		Other	
If "Other" please provide details:			

5. Country Split			
Do you provide any services outside of the Republic of South Africa?			Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes please provide details (be sure to include approximate turnover generated from these operations).			

6. Personnel			
Staff Complement	Number of Employees	Total Annual Wages	
Permanent Employees			
Temporary Employees			
Are all employees properly registered with PSIRA for their designated activities?			Yes <input type="checkbox"/> No <input type="checkbox"/>
If no, please provide details:			
Are all employees trained at PSIRA accredited institutions:			Yes <input type="checkbox"/> No <input type="checkbox"/>
If no, please provide details:			
Do you undertake criminal background and qualifications checks on all employees before employment is offered?			Yes <input type="checkbox"/> No <input type="checkbox"/>
If no, please provide details:			

7. Claims and Incident Information		
Please provide details of any liability or fraud claims made against the company or its employees arising out of the business activities – be sure to include any incidents which may have given rise to a claim, even if no claim was actually made under your current insurance.		
Date of Claim	Amount Claimed	Description/Details of Claim
Are you aware of any incidents that may give rise to a claim under this policy?		Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, please provide details:		

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8. Previous Insurance	
Have you previously been covered for this type of insurance	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes please provide the current retroactive date on that policy	
Has any insurer previously cancelled your insurance?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, please provide details:	
Has any insurer declined a proposal?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, please provide details:	

9. Cover required		
Type of Cover	Limit Required	Deductible/Excess
Public Liability		
Pollution Liability		
Product Liability (incl Defective Workmanship)		
Gratuitous Negligent Advice		
Security Services Liability		
Crowd Control		
Firearm Liability		
Freight Escort Services		
Special Event Security		
Wrongful Arrest		
Fidelity Guarantee		
Employment Practices Liability		
Employers Liability		
Professional Indemnity/Errors and Omissions Insurance		

Claims made

Security Liability Insurance policies are underwritten on a “Claims Made” basis. This means that;

In order for a claim to qualify for indemnity a policy must be in force when the claim is first made against you. (In terms of the policy conditions you are obliged to notify Insurers as soon as you become aware of any circumstances which may lead to a claim. Any actual claim which then materialises would be deemed to be a claim under the policy which was in force at the time when the circumstance was first notified).

The cause of action giving rise to the claim must have taken place on or after the “retro-active date” shown in the Schedule of the policy.

If the policy has lapsed there will be no cover notwithstanding the fact that the policy may have been in force at the time when the cause of action occurred giving rise to the claim. It is therefore important to renew the policy annually. If the practice ceases it is recommended that run-off cover be taken for a minimum of three years.

Retro-Active date

The date on or after which any claim against you will be indemnified in terms of the policy. This date is normally fixed as being the date on which the cover was first taken and would remain unaltered for the purposes of subsequent renewals. When cover is first taken additional retro-active cover may be offered by Insurers subject to certain conditions and premium loadings.

Declaration

I/We declare that the statements and particulars in this proposal are true and that I/ We have not misstated or suppressed any material facts. I/We agree that this proposal, together with any other information supplied by me/ us shall form the basis of any contract of insurance effected thereon. I/ We undertake to inform the Insurers of any material alteration to these occurring before/ during/ after completion of the Contract of Insurance.

Signed at _____ dated _____

Full name _____

Signature _____

Cooling Off Rights

You enjoy a period of 14 (Fourteen) days (“cooling-off period”) from receipt of the Policy document following the inception date of the insurance agreement if taken or from the effective date of any variation thereof, during which you may rescind the agreement and provided that you have not claimed any benefit, are not in receipt of a claim made against you or reported any claim to the Insurer, the insurance agreement is annulled and you will be entitled to a refund of Premium paid.

The Insurer will give effect thereto and return premiums due to you less an administration charge within 30 (Thirty) days of the annulment.