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## Outside Caterer

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It is essential that you make fair presentation of the risk that should include a full and unrestricted disclosure including every material fact and circumstance (a material fact or circumstance is material if it would influence the judgement of the Underwriter when considering whether to accept the risk and/or the assessment of the terms, conditions or premium which should be applied).

If you are unsure in any way that your disclosure is complete you should check with your insurance advisor.

In the event you fail to make a full unrestricted disclosure Underwriters may refuse to pay your claim, pay only part of your claim, and/or void your policy.

This statement will be considered together with the presentation of risk that you and your insurance advisor have provided to the Underwriter.

If the answers or information you have provided change during the period of insurance you should notify your insurance advisor as soon as reasonably possible as Underwriters may be unable to continue with cover.

### SCHEDULE

Agent: Cateringinsurance.co.uk  
Agent Reference: CICO  
Quotation number: CICO/01009637/2017  
Certificate Number: CEQ960397/04/17  
The Insured: Stephen Sadler  
Correspondence Address: 5 Tollgate Road  
Culham  
ABINGDON  
Oxfordshire  
OX14 4NL

Product: Outside Caterer  
Period of Insurance: Commencing 11:20 on the 06 April 2017 to 24:00 on the 05 April 2018  
And any subsequent period for which the Insurers shall accept a premium at renewal date

Sums Insured: As per attached schedule  
Excesses: As per certificate wording

Premium: £ 114.15  
I. P. T. £ 11.42  
Fee: £ 20.00  
Total Premium (incl. IPT, Fee): £ 145.57  
Date proposal completed: 30/03/2017  
Special condition(s): As per attached schedule

Signed in Dudley, West Midlands for and on behalf  
of those Underwriters subscribing to this certificate

Authorised Signatory

Dated this 06 April 2017



**IMPORTANT NOTICE - Please check this Policy very carefully**

The Insurers

For insurer details please refer to the policy wording

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## Sums Insured Property Schedule

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Address of property to be Insured:

5 Tollgate Road, Culham, ABINGDON, Oxfordshire, OX14 4NL

Business Description:	Outside Caterers
Material Damage	
Business Equipment:	£0
Theft cover of Business Equipment from unattended motor vehicle or trailer:	No
Section 1 - Money:	£500
Section 2 - Stock in Trade:	£500
Section 3 - Business Interruption:	£0
Section 4 - Stock Deterioration following Refrigeration Breakdown:	£0
Theft cover of Stock from unattended motor vehicle or trailer:	No
Excess:	£100
Liability	
Section A - Employers Liability:	£10,000,000
Section B - Public Liability:	£10,000,000
Section C - Products Liability:	£10,000,000
Excess	
Public/Products liability	£250
Special Conditions:	None
Interested Party:	None

IMPORTANT NOTICE - Please check this policy very carefully

This insurance is subject to the information detailed in this document. The Insured should carefully review the contents of the Certificate (including its attached schedule, endorsements and proposal / statement of facts). If any of the information set out therein is incorrect, the insured must notify the Commercial Express or the insurer. Failure to do so may invalidate the insurance provided.

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## Proposal / Statement of Fact

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### Disclosure

**IMPORTANT NOTICE:** Please check this proposal/statement of fact for insurance very carefully.

### Insured

It is essential that you make fair presentation of the risk that should include a full and unrestricted disclosure including every material fact and circumstance (a material fact or circumstance is material if it would influence the judgement of the Underwriter when considering whether to accept the risk and/or the assessment of the terms, conditions or premium which should be applied).

If you are unsure in any way that your disclosure is complete you should check with your insurance advisor.

In the event you fail to make a full unrestricted disclosure Underwriters may refuse to pay your claim, pay only part of your claim, and/or void your policy.

This statement will be considered together with the presentation of risk that you and your insurance advisor have provided to the Underwriter.

If the answers or information you have provided change during the period of insurance you should notify your insurance advisor as soon as reasonably possible as Underwriters may be unable to continue with cover.

Please enter the full business name and any trading names as they should appear on your policy documents

Stephen Sadler

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### Your correspondence address

5 Tollgate Road  
Culham  
ABINGDON  
Oxfordshire  
OX14 4NL

Telephone number of the insured

What year did you start trading? (YYYY)

2017

Nationwide Caterers Association

Are you a current member of the Nationwide Caterers Association?

No

### Insureds Business

Address of business to be insured:

5 Tollgate Road, Culham, ABINGDON, Oxfordshire, OX14 4NL

Select a trade that best matches the business in question:

Outside Caterers

Does the above match your trade exactly?

Yes

Are you unsure as to the suitability of the risk?

No

Do you partake in any manual work in the Republic of Ireland?

No

Do you need to note a third party interest?

No

### Sums Insured

Cover Required

Public/Products Liability:

£10,000,000

Annual Turnover:

up to £50,000

Employers Liability:

£10,000,000

### Optional Covers

Business Equipment (Anywhere in the UK)

Sums Insured

£0.00

Is theft cover from an unattended motor vehicle or trailer required in respect of Business Equipment?

No

Loss of Money - Level of cover required:

£500.00

Loss of Stock - Level of cover required:

£500.00

Is theft cover from an unattended motor vehicle or trailer required in respect of stock?	<input type="text"/>	No
Is cover required for Business Interruption?	<input type="text"/>	No
Is cover required for Stock Deterioration Following Refrigeration Breakdown?	<input type="text"/>	No

#### Excesses

Material Damage (if applicable):	<input type="text"/>	£100.00
Public/Products Liability at the premises:	<input type="text"/>	£250.00

#### Employer Reference Number (ERN) / Employer PAYE Reference

*Only a very tiny minority of employers that do not pay salaries through PAYE are exempt from providing an ERN.  
All employers who pay PAYE must provide an ERN.*

Is the company exempt from having an ERN?	<input type="text"/>	Yes
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### Disclosure and Claims

#### History

Please answer the questions below in respect of the applicable parties described in (i) (ii) (iii) & (iv) below. If you feel unable to answer a question(s) accurately or have a material fact or circumstance(s) to disclose please provide full details in the additional information box at the bottom of this page

- (i) You or any family member(s) that reside at or use the insured premises or are involved in the business
- (ii) Any Director or Partner
- (iii) Any person (s) with a beneficial interest of 25% or more in the business (other than mortgagees)
- (iv) Any person with management control of the insured entity (other than professional letting agents that you have contracted to manage the property):

Has the insured;

a) Ever had insurance cover refused or cancelled or special terms imposed?	<input type="text"/>	No
b) Ever been convicted of, cautioned or have a prosecution pending for any criminal offence other than motoring offences?	<input type="text"/>	No
c) Ever been prosecuted under the Health and Safety at Work Act, the Consumer Protection Act and/or any other statutory regulations?	<input type="text"/>	No
d) During the last five years under any other insurance policy made a claim(s), incurred a loss, damage or liability whether insured or not at these premises or any other location (other than claims made against motor/travel/pet and health policies)?	<input type="text"/>	No
e) Been declared bankrupt, incurred a County Court judgment(s) that remains unsatisfied or entered into an individual voluntary arrangement with creditors?	<input type="text"/>	No
f) Ever been disqualified from acting as a Company Director?	<input type="text"/>	No
g) Been a director of a company or partner of a business that:	<input type="text"/>	No
i) went into liquidation, administration, or was subject to an insolvency process or scheme of arrangement with creditors?		
ii) incurred a County Court judgment(s) that remains unsatisfied?		

#### Additional Information

Any further information or material facts you should or would like to advise Underwriters?	<input type="text"/>	No
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#### DECLARATION

The information you have provided in this statement together with the presentation of risk contains statements and facts that the underwriter will rely upon when deciding whether to accept this insurance and the terms offered including the amount of premium payable.

If you are in any doubt as to the completeness and accuracy of the statements and facts you are providing you should consult with your insurance advisor.

During the period of the insurance you must tell your insurance advisor as soon as reasonably possible if you become aware that any of the statements and facts that you have provided have changed.

I/We declare that:

- i. the statements and facts given are true and accurate.
- if any statement or fact has been written by any other person, such person shall for that purpose be regarded as my/our agent and not the agent of the Underwriters.

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## Event Organisers Schedule

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Certificate Number: CEQ960397/04/17  
The Insured: Stephen Sadler  
Product: Outside Caterer  
Period of Insurance: Commencing 11:20 on the 06 April 2017 to 24:00 on the 05 April 2018

### Liability

Section A - Employers Liability:	£10,000,000
Section B - Public Liability:	£10,000,000
Section C - Products Liability:	£10,000,000

IMPORTANT NOTICE - Please check this policy very carefully

This insurance is subject to the information detailed in this document. The Insured should carefully review the contents of the Certificate (including its attached schedule, endorsements and proposal / statement of facts). If any of the information set out therein is incorrect, the insured must notify the Commercial Express or the insurer. Failure to do so may invalidate the insurance provided.

Event Organisers Schedule



Signed in Dudley, West Midlands for and on behalf of those Underwriters subscribing to this certificate

**COPY FOR EVENT ORGANISERS**

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## Public Liability Schedule

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Certificate Number: CEO960397/04/17  
Insured: Stephen Sadler  
Product: Outside Caterer  
Period of Insurance: Commencing 11:20 on the 06 April 2017 to 24:00 on the 05 April 2018

Liability	Limits of Indemnity
Section B - Public Liability:	£10,000,000
Section C - Product Liability:	£10,000,000

IMPORTANT NOTICE - Please check this Policy very carefully

This Insurance is subject to the information detailed in this document. The Insured should carefully review the contents of the Certificate (including its attached schedule, endorsements and proposal/statement of facts). If any of the information set out therein is incorrect, the Insured must notify Commercial Express or the Insurer. Failure to do so may invalidate the Insurance provided.

A circular stamp with the text "COMMERCIAL EXPRESS" at the top and "QUOTE" at the bottom. A handwritten signature is written across the stamp.

Signed in Dudley, West Midlands for and on behalf of those Underwriters subscribing to this certificate

Dated this 06 April 2017

## Outside Caterers Liability Policy Wording

Effected through:

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Number B1262BW0181717 to the undersigned by certain Insurance Companies, whose names and the proportions underwritten by them appear below (all of whom are hereinafter referred to as "Underwriters") and in consideration of the premium specified herein, the said Underwriters are hereby bound, each for his own part and not for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

THE UNDERWRITERS hereby agree to the extent and in the manner hereinafter provided, to indemnify the Insured against loss or damage sustained or legal liability for accidents happening during the period stated in the Schedule, after such loss, damage or liability are proved.

PROVIDED always that:

1. the liability of the Underwriters shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Underwriters;
2. this Policy insures in respect ONLY of such of the sections hereof as are so specified in the Schedule.

IN WITNESS whereof this Policy has been signed as follows:

As stated in definitions

The subscribing Underwriters obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing Underwriters are not responsible for the subscription of any co-subscribing Underwriters that for any reason does not satisfy all or part of its obligations.

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

This Policy is made and accepted subject to all the provisions, conditions, warranties and exclusions set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

In Witness whereof, this Policy has been signed at the place stated and on the date specified in the Schedule on behalf of Managing Director of Commercial Express Quotes Limited.



Authorised signatory

## LIABILITY INSURANCE

### 1. OPERATIVE CLAUSE

The Underwriters will indemnify the Insured against their legal liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law of the United Kingdom.

This indemnity applies only to such legal liability as defined by each insured Section of this Policy arising out of the Business specified in the Schedule, subject always to the terms, conditions and exclusions of such Section and of the Policy as a whole.

### 2. DEFINITIONS

For the purpose of this Policy:

#### 2.1 Insured means:

2.1.1 the person, persons or corporate body named in the Schedule

2.1.2 subsidiary companies of the Insured notified to and accepted in writing by the Underwriters.

2.2 Business means the business conducted at or from premises in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man and shall include:

2.2.1 the ownership, repair and maintenance of the Insured's own property

2.2.2 provision and management of canteen, social, sports and welfare organisations for the benefit of any Person Employed and medical, fire fighting, and security services

2.2.3 private work undertaken by any Person Employed for any director or partner of the Insured with the prior consent of the Insured.

2.3 Injury means death, bodily injury, illness or disease of or to any person.

2.4 Damage means loss of possession of or damage to tangible property.

2.5 Person Employed means any:

2.5.1 Employee being a person under a contract of service or apprenticeship with the Insured

2.5.2 labour master and persons supplied by him

2.5.3 person employed by labour only sub-contractors

2.5.4 self employed person under the control of the Insured

2.5.5 person hired to or borrowed by the Insured

2.5.6 person undertaking study or work experience or youth training scheme with the Insured working for the Insured in connection with the Business.

2.6 Insurers - The Insurers whose identity is stated in the Endorsement entitled Identity of Insurers and whose proportionate Liability will be detailed on request.

#### IDENTITY OF INSURERS

Royal & Sun Alliance Insurance plc

Royal & Sun Alliance Insurance plc (No. 93792) is registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

AIG Europe Limited

AIG Europe Limited is registered in England: company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

Covéa Insurance plc

Covéa Insurance plc, Registered in England and Wales No. 613259.

Registered office, Norman Place, Reading, RG1 8DA.



All Insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

2.7 Product means any tangible property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured.

2.8 Pollution means pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.

2.9 Defence Costs mean costs, fees and expenses incurred by the Insured with the written consent of the Underwriters in the defence or settlement of any claim under this Policy.

2.10 Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### 3 INDEMNITY TO OTHERS

The indemnity granted extends to:

- 3.1 managerial or supervisory Employees of the Insured in their business capacity for legal liabilities arising out of the performance of the Business and any director or partner of the Insured in respect of private work undertaken by any Person Employed for such director or partner with the prior consent of the Insured
- 3.2 the officers, committees and members of the Insured's canteen, social, sports, medical, fire fighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such
- 3.3 any person or firm for legal liabilities arising out of the performance of a contract with the Insured constituting the provision of labour only
- 3.4 any principal for legal liabilities arising out of work carried out by the Insured under a contract or agreement in respect of which the Insured would have been entitled to indemnity under this Policy  
  
if the claim had been made against the Insured
- 3.5 the personal representatives of any person or party indemnified by reason of this Clause 3 in respect of legal liability incurred by such person or party.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

### 4 CROSS LIABILITIES

Each person or party granted indemnity by this Policy is separately indemnified in respect of claims made against any of them by any other subject to the Underwriters' total liability not exceeding the stated Limits of Indemnity.

### 5 LIMITS OF INDEMNITY

- 5.1 SECTION A - The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one claim against the Insured or series of claims against the Insured arising out of one occurrence.
- 5.2 SECTIONS B AND C - The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule against each Section in respect of any one occurrence or series of occurrences arising from one originating cause

Provided always that the Limit of Indemnity:

- 5.2.1 under Section B in respect of liability arising out of Pollution applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance
- 5.2.2 under Section C applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance.

## 6 DEFENCE COSTS

The Underwriters will also pay all Defence Costs.

Defence Costs include legal expenses:

6.1 incurred by or awarded against the Insured arising out of any prosecution of the Insured:

6.1.1 for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)

6.1.2 for any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect)

Provided that Underwriters' shall not be liable for any fines or penalties imposed as a consequence of such Prosecution

6.2 arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry

6.3 arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy

Defence Costs will be payable in addition to the Limits of Indemnity except in respect of Section A when the Limit of Indemnity will be inclusive of Defence Costs unless this Policy is specifically endorsed to the contrary.

## 7 COMPENSATION FOR COURT ATTENDANCE

In the event of any director, partner or Employee of the Insured attending court as a witness at the request of the Underwriters in connection with a claim which is the subject of indemnity under this Policy the Underwriters will provide compensation to the Insured at the following rates for each day on which attendance is required:

7.1 any director or partner           £250

7.2 any Employee                       £100

## SECTION A - EMPLOYERS' LIABILITY

### 8 SECTION A - INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured and occurring during the Period of Insurance.

### 9 SECTION A - EXCLUSIONS

This Section does not apply to or include legal liability:

- 9.1 arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except in respect of temporary non-manual visits by Persons Employed
- 9.2 incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to the Insured by any such insurance or security
- 9.3 arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land.
- 9.4 arising out of Terrorism except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-limit of £5,000,000 shall apply.
- 9.5 arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-Limit of Indemnity of £5,000,000 shall apply.

It is a condition precedent to the liability of underwriters that the insured do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or products containing asbestos.

### 10 SECTION A - COMPULSORY INSURANCE CLAUSE

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands relating to compulsory insurance of liability to employees.

If however, there has been non-observance of any Policy conditions by the Insured, and the Underwriters shall have paid any sum which would not have been paid but for the provisions of such law then the Insured shall forthwith repay such sum to the Underwriters.

## SECTION B - PUBLIC LIABILITY

### 11 SECTION B - INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance.

### 12 SECTION B - EXCLUSIONS

This Section does not apply to or include legal liability:

12.1 in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.

12.2 arising out of or in connection with any Product.

12.3 arising out of the ownership, possession or use by or on behalf of the Insured, or any person or party entitled to indemnity, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:

12.3.1 caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any legislation

12.3.2 arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract

12.3.3 arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation

12.4 arising out of the ownership, possession or use by or on behalf of the Insured of any aircraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)

12.5 for Damage to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in the Insured's care, custody or control other than:

12.5.1 clothing and personal effects (including vehicles and their contents) of Employees and visitors

12.5.2 premises (including contents therein) temporarily occupied by the Insured for work therein or thereon but no indemnity shall be granted for Damage to that part of the property on which the Insured is or has been working and which arises out of such work

12.5.3 premises tenanted by the Insured provided always that liability for such Damage is not assumed by the Insured under agreement where liability would not have existed in the absence of the agreement

12.6 arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.

## SECTION C - PRODUCTS LIABILITY

### 13 SECTION C - INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance and arising out of or in connection with any Product.

### 14 SECTION C - EXCLUSIONS

This Section does not apply to or include legal liability:

14.1 in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.

14.2 for costs incurred in the repair, reconditioning or replacement of any Product or part thereof which is alleged to be defective

14.3 arising out of the recall of any Product or part thereof

14.4 arising out of any Product which with the Insured's knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or waterborne craft

14.5 arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement

14.6 arising from circumstances known to the Insured prior to the inception date of this Insurance.

14.7 arising from the failure of any Product to perform its intended function.

## GENERAL EXCLUSIONS

### 15 EXCLUSIONS APPLICABLE ONLY TO SECTIONS B & C

Sections B and C do not apply to or include legal liability:

- 15.1 arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage
- 15.2 arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
- 15.3 arising out of Pollution of the atmosphere or of any water, land, buildings or other tangible property except to the extent that the Insured demonstrates that such Pollution;
  - 15.3.1 was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of this Insurance
  - 15.3.2 was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution

Provided always that all such Pollution which arises out of one incident shall be considered for the purposes of this Policy to have occurred at the time such incident takes place and that Underwriters total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate in respect of the Period of this Insurance.

- 15.4 directly or indirectly occasioned by, happening through or in 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.
- 15.5 directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with an act of Terrorism. These Sections also exclude legal liability directly or indirectly occasioned by, happening through, in consequence of, arising out of, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.
- 15.6
  - a. directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
  - b. any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
  - c. any obligation or duty to defend any actions directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

For the purpose of this exclusion, Injury shall include mental anguish, mental injury and/ or emotional distress.

- 15.7 directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
- 15.8 arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.
- 15.9 Directly or indirectly resulting from, or in consequence of any travel package arrangement.

**16 EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY**

This Policy does not apply to or include legal liability:

- 16.1 directly or indirectly caused by or contributed to by or arising from:
  - 16.1.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - 16.1.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Provided that in respect of claims arising out of Injury which form the subject of Indemnity under Section A this Exclusion shall only apply to liability:

- a. of any party to whom Indemnity is granted under Clause 3.4. (or their personal representatives)
  - b. assumed by the Insured by agreement which would not have attached in the absence of such agreement
- 16.2 for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever
  - 16.3 for the Excess stated in the Schedule in respect of the first amount of each claim arising out of Damage
  - 16.4 which forms the subject of insurance by any other Policy and this Policy shall not be drawn into contribution with such other insurance.

## GENERAL CONDITIONS

### 17 GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

(Conditions 17.1. to 17.5. are precedent to Underwriters' liability to provide Indemnity under this Policy)

- 17.1 The Insured shall give immediate notice in writing to the Underwriters of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as the Underwriters may require. Every claim, writ, summons, notice of adjudication, referral notice or process and all documents relating thereto shall be forwarded to the Underwriters immediately they are received.
- 17.2 No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Underwriters who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Underwriters may reasonably require.
- 17.3 The Underwriters may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of Defence Costs incurred prior to the date of such payment (unless the Limit of Indemnity is stated to be inclusive of Defence Costs).

Provided that if the Underwriters exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Limit of Indemnity and such excess amount is insured either in whole or in part, with Defence Costs payable in addition to the Limit of Indemnity under this Policy then the Underwriters will also contribute their proportion of subsequent Defence Costs incurred with their consent as the Limit of Indemnity bears to the amount paid to dispose of a claim.

- 17.4 The Insured shall give notice to the Underwriters of any alteration or circumstance which materially affects the risks insured under this Policy and until the Underwriters be advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and the Insured has paid or agreed to pay the additional premium (if any) the Underwriters shall not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance.
- 17.5 Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and within 90 days of expiry of the Period of this Insurance declare such particulars as the Underwriters require. The premium shall then be adjusted and any difference paid or allowed to the Insured as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to employees, the required declaration shall also include remuneration to all persons defined as Persons Employed by this Policy. Failure to declare such particulars to the Underwriters shall entitle the Underwriters to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.
- 17.6 Any written proposal and/or declaration made by the Insured shall form the basis of this contract of insurance and is deemed to be incorporated herein.
- 17.7 If any claim under this Policy is in any respect fraudulent this Policy shall become void and all benefit hereunder shall be forfeited.
- 17.8 The Underwriters may cancel this Policy by giving 30 days' notice in writing of such cancellation to the Insured's last known address.
- 17.9 Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the law of England. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.



17.10 All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Underwriters to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

17.11 Contract (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not party to this contract of insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

17.12 Data Protection Act 1998

It is understood by the Insured that any information provided to the Underwriters regarding the Insured will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

17.13 E.U. Disclosure Clause (UK)

Notice to the Proposer/Insured

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

17.14 Several Liability

The liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions as shown in the Endorsement entitled Identity of Insurers. The Insurers are not responsible for the subscription of any co-subscribing insurers or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

17.15 Your Right to Cancel

You may cancel the policy within 14 days of the conclusion of the contract or the day on which you receive the policy document.

The Insured may cancel this Policy at any time by giving the Underwriters written notice and in such event the Underwriters will return a percentage of the premium and tax paid for the current Period of Insurance in accordance with the table below subject to:

1. No claims having been made and no incidents having arisen that could result in a claim under this Policy.
2. A minimum premium of £150 plus Insurance Premium Tax being retained by the Underwriters

Number of months on cover from commencement of the Period of Insurance	Percentage of current Premium returned including Tax
Within 1 month	80%
Within 2 months	70%
Within 3 months	60%
Within 4 months	50%
Within 5 months	40%
With in 6 months	30%
Within 7 months	20%
Within 8 months	10%
More than 8 months	0%

## 18 Claims Procedure

To make a claim simply call our claims help line telephone number: 0845 094 2077

At the time of making a claim, you will be asked:

The policy number stated on your schedule and full details of the claim.

## 19. Complaints Procedure

If you have a Complaint which relates to either Your Policy or to a claim which you have submitted under Your policy then please raise this in the first instance with Your broker who will aim to resolve Your concerns by close of the next business day.

If Your broker is unable to deal with your concerns the matter will be forwarded onto Your Insurer via your Insurance provider, who is:-

Commercial Express Quotes Limited  
B1 Custom House, The Waterfront,  
Level Street,  
Brierley Hill  
DY5 1XH

Whilst reviewing your complaint Your Insurer will:

- Acknowledge Your complaint promptly
- Investigate Your complaint quickly and thoroughly
- Keep You informed of the progress of your complaint
- Do everything possible to resolve Your complaint

Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.

If You are unhappy with the final decision made by Your Insurer , You may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Telephone: 0800 0234567 (for landline users)  
Telephone: 0300 1239123 (for mobile users)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

### Financial Services Compensation Scheme (FSCS)

Royal & Sun Alliance Insurance plc, AIG Europe Limited and Covéa Insurance plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. Further information may be obtained from Financial Services Compensation Scheme, 7<sup>th</sup> Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN Tel: 020 7892 7300 Fax: 020 7892 7301 or [www.fscs.org.uk](http://www.fscs.org.uk).

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

#### Financial Services Register

The Financial Services Register can be checked by visiting the Financial Conduct Authority website on [www.fca.org.uk](http://www.fca.org.uk) or by calling 0800 111 6768.

#### Financial Services Compensation Scheme

Insurers are covered by the FSCS. This means that You may be entitled to compensation from the scheme in the unlikely event that Insurers cannot meet its obligations. Further details can be obtained from FSCS, 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or [www.fscs.org.uk](http://www.fscs.org.uk)

## LEGAL HELPLINE SERVICE

You can obtain free confidential UK legal advice over the phone on any legal problem relating to your business.

To receive advice please contact by telephone Monday to Friday 9am to 5pm. You will be asked about your legal dispute and if necessary agreements will be made for you to be called back to give you your legal advice.

All calls may be recorded for training and monitoring purposes.

#### HELPLINE TELEPHONE NUMBER

0161 796 5445

## CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policyholder employs persons covered by the policy)

Certificate Policy No: CEQ960397/04/17

1. Name of Policyholder: Stephen Sadler
2. Date of Inception: 06 April 2017
3. Date of Expiry: 05 April 2018

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); and
2. (a) The minimum amount of cover provided by this policy is no less than £5 million (c).

Signed on behalf of Royal & Sun Alliance Insurance plc and other insurers as defined in the Policy (Authorised Insurers)



Steve Lewis  
Chief Executive, UK & Western Europe  
Royal & Sun Alliance Insurance plc

Dated this 06 April 2017

### 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. (Paragraph 2 (b) does not apply and is deleted).

## THIS IS YOUR CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE.

A copy of the certificate must be displayed at all places where you employ persons covered by the policy.

The Employers' Liability (Compulsory Insurance) (Amendment) Regulations 2008 permits the display of this certificate in an electronic form, provided persons covered by this policy have reasonable access to it.

The employer is strongly encouraged to retain all records relating to this insurance.

Name and address of issuing intermediary:

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Commercial Express Quotes Ltd, B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH



# Portable Catering Equipment

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# Certificate Wording

## Guide to Outside Caterer (Material Damage) Certificate Wording

This insurance is designed to provide specific covers for **You** as owners/operators of an outside catering business.

There are certain obligations contained in this Certificate in page 5 that are important to us and that **We** rely upon **You** to comply with. The obligations clearly set out what **You** must do and what **You** must not do to ensure coverage under this **Certificate** is not prejudiced.

**You** should note that if **You** do not comply with the obligations, in certain circumstances specific coverage will be excluded or the Certificate may be considered void

If **You** are unsure as to what an obligation means or **You** may not be able to comply with the terms you should consult with **Your** insurance advisor.

The Certificate defines what is covered under separate sections 1-5. Within those Sections the extent of cover is explained together with obligations and exclusions specific to that Section.

Exclusions applying to the whole Certificate are contained within pages 10-13 and **We** will not pay a claim if these exclusions are applicable.

The General Certificate conditions pages in 13-14 sets out certain rights of **You** and **Us** and include clauses that apply to the whole of the Certificate.

The Certificate Definitions in page 15 provide the meaning to words and phrases wherever they appear in the Certificate. **You** will see words in bold which means that wherever they appear in this Certificate they are a definition .

The **Schedule** attaching to this Certificate will set out the period of this insurance and specify which Sections of this Certificate are operative including the **Sums Insured**.

The **Schedule** may also contain clauses additional to the Certificate wording that **Underwriters** have imposed placing additional obligations on **You** and/or limiting coverage. The terms of those clauses will be attached to the **Certificate** in the form of an endorsement.

In the unlikely event you feel that you need to make a complaint concerning this insurance you will find our complaints procedure on page 17-18.

### Reading the Certificate

It is strongly recommended that **YOU** read the **Certificate** including the Certificate **Schedule** and any endorsements to ensure that the **Certificate** meets with your requirements.

In the event that the **Certificate** does not meet with your requirements and/or that **YOU** are unable to comply with any of the **obligations, terms and** conditions **YOU** should immediately advise your insurance advisor. The **Underwriters** will then decide whether or not to agree to a variation of the Certificate. However, the terms of the **Certificate** will remain effective unless **Underwriters** have agreed to a variation in writing.

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## **Authorised Certificate**

This **Certificate** and any replacement **Schedule** and/or endorsement are to be read together as one document.

This **Certificate** is a legally binding contract which **You** have made with **Underwriters**.

In consideration of the payment by **You** of the premium specified in the **Schedule Underwriters** agree (subject to the terms, conditions and exclusions of the **Certificate**) to indemnify **You** against **Damage**, accident or injury occurring during the **Period of Insurance**.

Provided always that:-

- (i) The liability of the **Underwriters** shall not exceed the **Sums Insured** or limits of liability stated in the **Schedule** or such other **Sum Insured** or limits of liability as maybe substituted by endorsement or attached hereto;
- (ii) This **Certificate** insures **You** only in respect of the sections where a **Sum Insured** or a limit of liability is specified in the **Schedule**

Any dispute arising out of or in connection with this **Certificate** shall be subject to and construed solely in accordance with the laws of England and Wales. **You** and the **Underwriters** agree that all disputes arising out of or in connection with the **Certificate** shall be subject to the jurisdictions of the courts of England and Wales or as otherwise agreed in accordance with the EU Disclosure Clause.



Authorised signatory

This is to certify that authorisation has been granted to Commercial Express Quotes Ltd under Contract Numbers JRPCX1702B1021 - ERGO Versicherung AG (UK Branch) 50% for their proportion, UKBPY1700016 - AmTrust Europe Limited 30% for their proportion and JRPCX1702B3004 & JRPCX1702B3005 - Certain Underwriters at Lloyd's 20% for their proportion.

### **Several Liability Notice**

The subscribing **Underwriters'** obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **Underwriters** are not responsible for the subscription of any co subscribing **Underwriter** who for any reason does not satisfy all or part of its obligations.



## **Obligations**

**You** have an obligation in your **Proposal** to answer any questions honestly and accurately make a fair presentation of the risk and disclose every material fact and circumstance (a material fact or circumstance is material if it would influence the judgement of the **Underwriter** when considering whether to accept the risk and on what terms, conditions and premium) as otherwise **Underwriters** shall be entitled to remedy their position in accordance with the Claims and Remedy conditions on page 6 of this **Certificate**.

These obligations apply to variations and continue throughout the period of this insurance including any subsequent period(s) of insurance granted by **Underwriters**.

Without prejudice to **Underwriters** rights, if **You** are unsure as to what constitutes a fair presentation of risk, a material fact or circumstance, or if **You** have any questions concerning the **Certificate** terms and conditions, **You** should check with **Your** insurance advisor.

The **Certificate** contains important obligations terms and conditions that must be complied with including but not limited to:

### **Alteration in Risk**

**You** must immediately notify **Underwriters** if the risk has altered:

- a) by removal of any fire and security protections designed to prevent **Damage** to the **Property Insured**, or
- b) whereby the risk of **Damage** accident or liability is increased ,or
- c) by the **Business** being wound up or carried on by a liquidator or receiver or permanently discontinued ,or
- d) whereby the **Your** interest ceases except by will or operation of law, or
- e) by a change in the type of business **You** operate or change in the use of the **Premises**

otherwise the **Certificate** will be treated as cancelled and all cover will terminate unless **You** have notified **Underwriters** of any such alteration(s) and at their option they have agreed in writing to vary the **Certificate**.

### **MINIMUM SECURITY**

**You** must ensure that all security protections at your **Premises** are put into full and effective operation when the **Premises** are unattended otherwise **Loss** or **Damage** caused by or arising out of Theft or Attempted Theft will be excluded.

### **Unattended Vehicles**

**You** must ensure that in respect of any unattended vehicle that:

- a) All doors, Windows and other opening are left closed, securely locked and properly fastened ,and
- b) equipment is out of the view from the exterior of the vehicle

Otherwise no cover will operate in respect of Theft or Attempted Theft.

## Claims & Remedy Condition

We aim to settle valid claims promptly and fairly in accordance with the cover provided by this Certificate.

**Your** claim will be managed from within **Our** dedicated insurance claims team supported on certain occasions by a professional loss adjusting firm and/or a specialist services company to ensure Your claim is settled for the correct amount as quickly as possible.

It is important that **You**:

- a) have made a fair presentation of the risk and disclosed every material fact and circumstance, and
- b) have complied with the obligations, terms and conditions contained in the Certificate throughout this period of insurance

otherwise **Your** claim may not be paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless **Underwriters** shall be entitled to

- i) avoid the contract, refuse all claims, and
- ii) retain the premiums paid

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **Underwriters** shall be entitled, if cover would not have been offered, to

- i) avoid the contract, refuse all claims, and
- ii) return the premiums paid

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **Underwriters** shall be entitled, if cover would have been offered, to

- (i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and
- (ii) <sup>1</sup>reduce proportionately the amount to be paid on a claim if **Underwriters** would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium..

<sup>1</sup> reduce proportionately means that Underwriters need only pay on the claim X% of what otherwise they would have been under an obligation to pay under the terms of the Certificate (or, if applicable, under the different terms provided for by virtue of paragraph (i)), where -

$$X = \frac{\text{Premium actually charged}}{\text{Higher Premium}} \times 100$$

## Section 1 - Money

Following **Loss** or **Damage** to **Money** within the **Territorial Limits**, then subject to an **Insured Event** We will pay up to the **Sum Insured**.

We will also include **Loss** or **Damage** to any safe owned by **You** as a result of theft or attempted theft provided that **Our** liability in any one event under this Section does not exceed the **Sum Insured**.

### Exclusions to Section 1

#### This Section does not cover

- a) The first £100 of any **Loss** or **Damage**.
- b) Theft unless following:
  - i) violent and or forcible entry to the **Premises** or a vehicle.
  - ii) **Money** whilst in transit that is accompanied at all times by **You** or **Your Employees**
  - iii) a threat of violence against **YOU** or **Your Employee(s)** in respect of i) and ii) above
- c) **Loss** or **Damage** not reported to the police within 24 hours.
- d) **Loss** or **Damage** caused by or arising from the dishonesty of any of **Your Employee(s)** unless discovered by or reported to **You** within 7 days.
- e) **Loss** from any safe if the keys or combination code is left on the **Premises**.
- f) **Loss** or **Damage** to **Money** whilst in the post.
- g) **Loss** or **Damage** as a result of any shortages, or accounting errors or omissions.

## Section 2 - Stock In Trade

Following **Loss** or **Damage** to **Stock in Trade** specified in the **Schedule** within the **Territorial Limits**, then subject to an **Insured Event** We will pay up to the **Sum insured**.

### Exclusions to Section 2

#### This Section does not cover

- a) The first £1000 of any **Loss** or **Damage**.
- b) **Loss** or **Damage** to personal possessions, tobacco, cigarettes, wines, spirits, jewellery, cameras, photographic equipment, watches, radios, mobile telephones, televisions, hi-fi equipment, video recorders, cassettes, discs, dvd players, tablets or computers, unless specifically agreed.
- c) **Loss** or **Damage** due to change of temperature contamination or deterioration of stock.
- d) **Loss** or **Damage** as a result of any shortages or accounting errors or omissions.
- e) **Loss** or **Damage** caused by or arising from the dishonesty of any of **Your** employees unless discovered by or reported to **You** within 7 days.
- f) **Loss** or **Damage** not reported to the police within 24 hours.
- g) **Loss** or **Damage** caused by or arising from Theft unless following violent and or forcible entry to the **Premises**
- h) **Loss** or **Damage** caused by or arising from wear, tear gradual deterioration, moth, insect or vermin, mechanical or

## Section 3 - Business Interruption

We hereby agree to indemnify **You** following an **Insured Event** under Sections 1, 2 or 5 of this **Certificate** and the **Business** carried out by **You** be in consequence interrupted or interfered with. We will indemnify **You** against loss of **Gross Income** up to the **Sum Insured**.

We will pay to **You** the amount of **Loss** sustained as follows;

1. The reduction in **Gross Income** - the amount by which the **Gross Income** during the indemnity period will, in consequence of the **Damage** fall short of the **Standard Gross Income** and which shall not exceed the amount as stated in the Schedule.
2. For additional expenses - those expenses reasonably incurred to minimise or avoid a reduction in **Gross Income** during the indemnity period but not exceeding the amount that would have been paid under 1. (above) had such additional expenses not been incurred.
3. For accountants charges - the fees payable by **You** to **Your** auditor or professional accountant reasonably incurred for producing and certifying any particulars required by **Us** in the connection with a claim under this Section.

Provided that if any charges or expenses of the **Business** are reduced during the indemnity period because of the interference or interruption then the amount payable will be reduced accordingly.

### Exclusions to Section 3

This Section does not cover

1. erasure, Loss, distortion or corruption of information on computer systems or other records, programs or software caused deliberately by rioters, strikes, locked out workers, persons taking part in labour disturbances or civil commotions or malicious persons.
2. other erasure, Loss, distortion or corruption of information on computer systems or other records, programs or software unless resulting from **Damage** insured under Section 1. in so far as it is not otherwise excluded.

### Conditions applicable to this Section

#### Alternative Trading

If during the indemnity period goods are sold or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf such benefit will be brought into account in arriving at the reduction in **Gross Income**.

#### Ceased Trading

This Section will be of no effect if the **Business** is wound up, carried on by a liquidator or receiver or permanently discontinued unless such alteration has been agreed in writing by **Us**.

#### VAT

To the extent that **You** are accountable to the tax authorities for Value Added Tax all terms in this Section will be exclusive of such tax.

### Definitions Applicable to this Section

#### Indemnity Period

The period beginning with the occurrence of the **Damage** and ending not later than the maximum indemnity period as stated in the Schedule thereafter during which the results of the **Business** shall be affected in consequence of the **Damage**.

#### Gross Income

The **Money** paid or payable to **You** for goods sold and delivered and services rendered in the course of the **Business** at the **Premises** less the net cost of **Stock** purchased.

### Standard Gross Income

The **Gross Income** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the indemnity period to which such adjustments will be made as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred, so that the figures thus adjusted will represent as nearly as may be practicable the result which, but for the **Damage**, would have been obtained during the relative period after the **Damage**.

## Section 4 - Stock Deterioration Following Refrigeration Breakdown

**We** agree to indemnify **You** following **Loss** or **Damage** to refrigerated **Stock** whilst contained in the units described in the **Schedule** due to a change in the temperature following breakdown of the refrigeration machinery or failure of the public electricity or gas supply or the action of refrigeration fumes escaping from the equipment.

Then following an **Insured Event We** will pay **YOU** up to the **Sum Insured**.

Conditions applicable to this section

**You** must ensure that the refrigerator Unit(s) is/are maintained by the manufacturer, installer or competent engineer under an annual maintenance contract otherwise no cover will operate under this Section.

In respect of each Item separately, **Our** liability for any **Loss** or **Damage**, shall not exceed the respective **Sum Insured**, nor shall it exceed such proportion of the said **Loss** or **Damage** as the **Sum Insured** bears to the total value of the **Property** insured by such Item.

### Exclusions to Section 4

#### This Section does not cover

- a) The deliberate act of any electricity or gas supply authority or the exercises by any such authority of its power to withhold or restrict supply or failure of the electricity or gas supply due to strikes or any other withdrawal of labour by employees of any electricity or gas authority or consequential loss of any nature.
- b) The first £100 of any **Loss** or **Damage**.

## Section 5 Tools Cover

### Cover

Following **Loss** or **Damage** to portable catering equipment belonging to **You** or in **Your** care custody or control within the **Territorial Limits**, then subject to an **Insured Event We** will pay at our option the cost of repair or replacement up to the **Sum Insured** subject to the following exclusions:

- a) Loss or damage due to wear and tear moths vermin deterioration rust or any other gradually operating cause (unless consequent upon accident to the conveyance, Fire or Explosion) depreciation delay or the carriage of explosives breakdown or failure.
- b) Mechanical or electrical derangement or whilst undergoing cleaning, repair or restoration
- c) Acts of fraud or dishonesty
- d) Loss of or damage to money documents or title deeds bonds bills of exchange promissory notes precious stones bullion gold or silver articles and jewellery
- e) Loss of or damage to glass other than arising from the explosion or theft or accident to the conveying vehicle
- f) Any consequential losses or any costs of replacing or reinstating data or rewriting documents  
Theft or attempted theft from unattended vehicles or catering units unless stated in **Your** schedule and:
  - i) All doors, Windows and other opening are left closed, securely locked and properly fastened ,and
  - ii) entry or Access to the vehicle has been effected by forcible and/or violent entry, and
  - iii) equipment is out of the view from the exterior of the vehicle.
- g) Theft or attempted theft from the **Premises** unless all security protections are put into full and effective operation when the **Premises** are unattended.

## General Exclusions

### Asbestos Exclusion

This **Certificate** does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

### Contamination and Pollution Exclusion Clause

1. This **Certificate** does not cover any loss, liability, **Damage** or liability due to contamination, soot, deposit, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.
  
2. This Exclusion does not apply if such **Loss** or **Damage** arises out of one or more of the following perils;
  - i) Fire, lightning, explosion, impact of aircraft
  - ii) vehicle impact, sonic boom
  - iii) accidental escape of water from any tank, apparatus or pipe
  - iv) riot, civil commotion, malicious damage
  - v) storm, hail
  - vi) flood inundation
  - vii) earthquake
  - viii) landslide, subsidence
  - ix) pressure of snow, avalanche
  - x) volcanic eruption

## General Exclusions continued

### Electronic Data Exclusion

#### 1) Electronic Data Exclusion

Despite any provision to the contrary within this **Certificate** or any endorsement, it is understood and agreed as follows;

- a) The **Underwriters** shall not be liable for any loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

**Electronic Data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

**Computer Virus** means a set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus** includes but is not limited to "Trojan Horses" "worms" and "time or logic bombs".

- b) However, in the event that a peril listed below results from any matters described in the above paragraph, this **Certificate** subject to all its terms conditions and exclusions will cover physical damage occurring during the **Period of Insurance** to the **Property Insured** by the original **Certificate** directly caused by such listed peril.

Listed Perils;

- i) Fire
- ii) Explosion

#### 2) Electronic Data Processing Media Valuation

Despite any provision to the contrary within the **Certificate** should electronic data processing media insured by this Certificate suffer physical loss or Damage insured by this Certificate, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Certificate does not insure any amount pertaining to the value of such Electronic Data to You or any other party, even if such Electronic Data cannot be recreated gathered or assemble

### Institute Radioactive Contamination Exclusion Clause

This clause shall be paramount and shall override anything contained in this **Certificate** inconsistent therewith:

In no case shall this **Certificate** cover loss **Damage** liability or expense directly or indirectly caused by or contributed to by or arising from;

- i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

## General Exclusions continued

### Micro-Organism Exclusion Clause

This **Certificate** does not cover any loss **Damage** claim cost expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is;

- i) any physical loss or **Damage** to **Insured Property**
- ii) any **Defined Peril** or cause whether or not contributing concurrently or in any sequence
- iii) any loss of use occupancy or functionality
- iv) any action required including but not limited to repair replacement removal cleanup abatement disposal relocation or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in this **Certificate** that provides insurance, in whole or in part, for these matters.

### Northern Ireland Overriding Exclusion

Notwithstanding anything within the **Certificate** or in any extensions thereof it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils insured against) this **Certificate** does not cover loss or destruction of or **Damage** to any property in Northern Ireland or loss resulting there from caused by or happening through or in consequence directly or indirectly of;

- i) civil commotion
- ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **Unlawful Association**

In any action suit or other proceedings where **Underwriters** allege that by reason of the provisions of this exclusion any loss, destruction or **Damage** or consequential loss is not covered by this **Certificate** the burden of proving that such loss is covered shall be upon **You**.

### Nuclear Energy Risks Exclusion Clause

This **Certificate** shall exclude Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Certificate** Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of;

- i) nuclear reactors and nuclear power stations or plant
- ii) any other premises or facilities whatsoever related to or concerned with:
  - a) the production of nuclear energy or
  - b) the production or storage or handling of nuclear fuel or nuclear waste
  - c) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association



## General Exclusions continued

### Sonic Bangs

The insurance by this Policy does not cover Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### Terrorism Exclusion

Notwithstanding any provision to the contrary within this **Certificate** or any endorsement thereto it is agreed that this **Certificate** excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Endorsement an act of Terrorism means an act, including but not limited to use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation (s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

If **Underwriters** allege that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this **Certificate** the burden of proving the contrary shall be upon **You**.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### War and Civil War Exclusion Clause

Notwithstanding anything to the contrary contained herein this **Certificate** does not cover loss or **Damage** directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

## General Conditions

### Cancellation

**We** may cancel this Certificate by writing to **You** at **Your** last or known address confirming that all cover will end 14 days after the date of **Our** letter; or **You** may cancel this Certificate by giving **Us** written instructions. If **You** or **We** cancel this Certificate, and **You** have not made a claim during the current period of this Certificate, **We** will refund the premium of Sections 1, 2, 3, 4 and 5 only, less an administration fee, for any remaining period of cover. No premium will be refunded for amounts under £50.00 + IPT + any administration fees that have been paid to ourselves.

### Rights to Recovery

**We** may take, or ask **You** to take any action necessary to recover from a third party any costs **We** become liable for under this Certificate. **We** may do this before or after **We** pay **Your** claim.

### Other Insurance

If **You** have any other Insurance which cover the same **Loss, Injury** or **Damage** or liability for **Loss, Injury** or **Damage**, as this **Certificate**, **We** will pay only our share of any claim.

### Contracts (Rights of Third Parties) Act

The parties to this contract do not intend that any clause or term of this contract should be enforceable by virtue of the Contracts (Right of Third Parties) Act 1999 by any person who is not a party to this contract.

## Certificate Conditions (continued)

### Data Protection Act 1998

**We** may store **Your** information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention (see further details below). **We** will only disclose **Your** personal details to third parties if it is necessary for the performance of **Your** contract with us.

In order to assess the terms of the insurance contract or administer claims that arise, we will need to collect data that the Data Protection Act defines as sensitive such as medical history or criminal convictions. By proceeding with this contract **You** will signify **Your** consent to such information being processed by the insurers or their agents.

**We** will keep **Your** information secure at all times. In certain circumstances, for example for systems administration purposes, we may have to transfer **Your** information to another country, which may be a country outside the European Economic Area ("EEA"). By proceeding with **Your** insurance application, we will assume **You** are agreeable for us to transfer **Your** information to a country outside the EEA.

### E.U. Disclosure Clause

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

### Fraud

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the **Insured** or anyone acting on their behalf to obtain any benefit under this **Certificate** or if any **Damage** be occasioned by the wilful act or with the connivance of the then **Underwriters** shall be entitled:

- a) not to pay the claim,
- b) recover from **You** any sums paid by the **Underwriters** to the in respect of the claim, and
- c) to treat this **Certificate** as being terminated with effect from the time of the fraudulent act.

If the **Certificate** is treated as having been terminated the **Underwriters** shall be entitled to:

- a) refuse all liability to the under the **Certificate** in respect of the relevant event occurring after the time of the fraudulent act, and
- b) not return any of the premiums paid under the **Certificate**

### Instalment Premiums

If **You** default under a credit arrangement to pay the premium, all coverage ceases from the default date unless **We** agree in writing to re-instate cover

### Subrogation

Any claimant under this **Certificate** shall at the request and at the expense of the **Underwriters** take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the before or after any payment is made by the **Underwriters**

The **Underwriters** shall be entitled to take over and conduct in the name of the defence or settlement of any claim or to prosecute in the name of the at its own expense and for its own benefit any claim for indemnity or damages or otherwise

## Definitions

In this Certificate, words that are highlighted in **bold** have the following meanings:

**Business** means the purpose of retailing food or drink or as agreed by **Us**.

**Certificate** means the entirety of the **Certificate**, the **Schedule** and/or any endorsements or amendments (whether or not such endorsements or amendments are agreed prior to the **Certificate** of insurance coming into force or at any time thereafter).

All references to the terms, conditions and exclusions of the **Certificate** shall be construed as referring to the entire **Certificate**.

**Damage** means accidental physical **Damage**.

**Employee(s)** means any person(s) employed by **You** under a contract of service or apprenticeship, working for **You** in connection with the **Business** or as more described in Liability definitions

**Insured Event** means a claim **You** have made under a section of this **Certificate** for which **Underwriters** have agreed to provide indemnity.

**Loss** means accidental physical **Loss**.

**Money** means cash, bank notes, cheques, giro cheques, bankers' drafts, Money orders, bills of exchange, unused postage stamps, holiday with pay stamps, credit company sales vouchers and VAT purchase invoices and luncheon vouchers all belonging to **You**, but only whilst in **Your** custody.

**Premises** means the address noted in the **Schedule**.

**Schedule(s)** means the **Schedule** specifying the terms and extent of this **Certificate**.

**Stock In Trade** means trade Contents being **Stock in Trade** & Utensils.

**Sum Insured** means the sum or limit specified in the **Schedule** as applying to the relevant Section of this **Certificate**.

**Territorial Limits** means the United Kingdom.

**Unattended** means when **You** or **Your** Employee(s) is not in the same building or vehicle as the insured item(s).

**We/Us/Our/Underwriters** means ERGO Versicherung AG (UK Branch), AmTrust Europe Limited and Certain Underwriters at Lloyd's

**You/Your/Insured** means the entity, person (s) named in the **Schedule**.

## Claims Procedure

If **You** need to make a claim, please follow the procedure below so the matter can be dealt with efficiently.

To report a claim please call Cunningham Lindsey - **0345 604 6615**

At the time of making a claim, **You** will be asked: The Certificate number stated on **Your Schedule**;  
Full details of the claim.

**You** must do the following:

1. Contact **Your** intermediary that arranged this Insurance for **You** as soon as reasonably possible.
2. Give **Us** full written details of **Your** claim as soon as reasonably possible, and always within 30 days.
3. Notify **Us** within 7 days of any claims for Riot or malicious **Damage**
4. Tell the police immediately if **Loss** or **Damage** has been caused by theft, attempted theft, malicious acts or vandals.
5. Take all reasonable steps to reduce and prevent **Loss, Injury or Damage**.
6. Give **Us**, at **Your** expense, all information and evidence (including written estimates and proof of ownership and value) **We** ask for.
7. Notify **Us** in writing immediately **You** and/or person claiming to be indemnified has knowledge of any impending prosecution inquest or **Injury** in connection with any circumstances for which there may be liability under this Certificate.
8. Forward unanswered to **Us** immediately on receipt every letter claim writ summons or process in connection with such claim or circumstance.
9. Give all such information and assistance as **We** may require.
10. At all times in addition to **Your** obligations set out above afford such information to and co-operation with **Us** or **Our** appointed agents to allow the **Us** to be able to comply with such relevant practice directions and pre-action protocols as may be issued and approved from time to time by the head of civil justice.

**You** must not do the following:

1. Abandon any item to **Us**.
2. Dispose of any Damaged items before **We** have inspected them.
3. Negotiate, admit or settle any claim or offer without **Our** permission in writing.
4. Make an admission, offer, promise, payment, indemnity or make an agreement which may result in a claim under this **Certificate** without the prior written consent of **Us**.

**We** may do the following:

1. Appoint a loss adjuster to deal with the claim.
2. Arrange to repair the **Damage** to the **Property**.

## Complaints

If **You** have any questions or concerns about **Your** insurance or the handling of a claim **You** should, in the first instance, contact **Your** broker or insurance advisor who arranged this Policy for **You**.

Please quote **Your** Policy number in all correspondence so that **Your** concerns may be dealt with speedily.

If **Your** Insurance Broker is unable to resolve the complaint to **Your** satisfaction by close of business the following day and **Your** complaint relates to a claim then **You** should contact:

In respect of all sections please write to

The Complaints Manager  
**ERGO Versicherung AG, UK Branch**  
Munich RE GROUP Offices  
Plantation Place - 3rd Floor  
30 Fenchurch Street  
London  
EC3M 3AJ  
Phone 020 3003 7444

And your concerns will be forwarded onto **Your** Insurer.

Whilst reviewing your complaint **Your** Insurer will:

- Acknowledge **Your** complaint promptly
- Investigate **Your** complaint quickly and thoroughly
- Keep **You** informed of the progress of **Your** complaint
- Do everything possible to resolve **Your** complaint

**Your** Insurer is obliged to provide **You** with a written offer of resolution within 8 weeks of the date **Your** complaint was received.

If **Your** Insurance Broker or **Your** Insurer remain unable to resolve the complaint to **Your** satisfaction then **You** may also have the right to refer Your complaint to:

### **The Financial Ombudsman Service**

Exchange Tower,  
London,  
E14 9SR  
Phone 08000 234 567

Further information is available from them and on [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**Your** rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

## Complaints (continued)

### **Financial Services Register**

The Financial Services Register can be checked by visiting the Financial Conduct Authority website on [www.fca.org.uk](http://www.fca.org.uk) or by calling 0800 111 6768.

### **Financial Services Compensation Scheme**

Insurers are covered by the FSCS. This means that **You** may be entitled to compensation from the scheme in the unlikely event that Insurers cannot meet its obligations. Further details can be obtained from FSCS, 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or [www.fscs.org.uk](http://www.fscs.org.uk)