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

0800 978 8007
hello@commercialexpress.co.uk.

commercialexpress.co.uk

Please find attached renewal documentation in respect of the above risk.

The documents have been issued in accordance with the information provided on the attached proposal.

Please read through the documentation carefully to ensure all details are correct and in order.

May we take this opportunity to thank you for placing business through the Commercial Express online placing facility.

Regards,

System

Commercial Express Quotes Ltd

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# Outside Caterer Certificate

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: | **92896** |
| Quotation Number: | **CICO/00450227/072020** |
| Certificate Number: | **CEQ390599/2021** |
| The Insured: | **Ngwafu Tansie trading as Gwafuvegan** |
| Correspondence Address: | **152 Sunnyside Road** |
| | **Manchester** |
| | **M43 7GE** |
| Product: | **Outside Caterer** |
| Period of Insurance: | **Commencing 00:00:00 on the 14/07/2021 to 23:59:00 on the 13/07/2022** |
| Sums Insured: | **As per attached schedule** |
| Excesses: | **As per attached schedule** |
| Premium: | **£ 100.57** |
| I. P. T. | **£ 12.06** |
| Fee: | **£ 20.00** |
| Total Premium (incl. IPT, Fee): | **£ 132.63** |
| Date proposal completed: | **25/06/2021** |
| Special condition(s): | **As per attached schedule** |

Authorised Signatory

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

Dated this 25/06/2021

**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

**Address of property to be insured:**

**152 Sunnyside Road, Manchester, M43 7GE**

**Business Description:** Outside Caterers

## Material Damage

| | |
|---|---|
| Portable Catering Equipment: | £500 |
| Theft cover of Portable Catering Equipment from unattended motor vehicle or trailer: | No |
| Section 1 - Money: | £500 |
| Section 2 - Stock in Trade: | £500 |
| Section 3 - Business Interruption: | Not Included |
| Section 4 - Stock Deterioration following Refrigeration Breakdown: | Not Included |
| 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

**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: | Ngwafu Tansie trading as Gwafuvegan |

**Your correspondence address**

152 Sunnyside Road
Manchester
M43 7GE

| | |
|---|---|
| What year did you start trading? (YYYY) | 2020 |

## Insured Business

**Business Address:**

152 Sunnyside Road, Manchester, M43 7GE

| | |
|---|---|
| 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 £10,000 |
| Employers Liability: | £10,000,000 |

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### Optional Covers

**Portable Catering Equipment (Anywhere in the UK)**

| | |
|---|---|
| Sums Insured: | £500 |
| Is theft cover from an unattended motor vehicle or trailer required in respect of Portable Catering Equipment? | No |
| Is theft cover from an unattended motor vehicle or trailer required in respect of stock? | No |
| Loss of Money - Level of cover required: | £500 |
| Loss of Stock - Level of cover required: | £500 |
| Is cover required for Business Interruption? | No |
| Is cover required for Stock Deterioration Following Refrigeration Breakdown? | No |

### Excesses

| | |
|---|---|
| Material Damage (if applicable): | £100 |
| Public/Products Liability at the premises: | £250 |

**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.*

| | |
|---|---|
| Are you or your company exempt from having an ERN? | Yes |

## 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):

| | |
|---|---|
| a) Ever had insurance cover refused or cancelled or special terms imposed? | No |
| b) Ever been convicted of, cautioned or have a prosecution pending for any criminal offence other than motoring offence? | No |
| c) 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)? | No |
| d) Ever been prosecuted under the Health & Safety at Work Act? | No |
| e) Been declared bankrupt, incurred a County Court judgment(s) that remains unsatisfied or entered into an individual voluntary arrangement with creditor? | No |
| f) Ever been disqualified from acting as a Company Director? | No |
| a) Been a director of a company or partner of a business that:<br>i) went into liquidation, administration, or was subject to an insolvency process or scheme of arrangement with creditors?<br>ii) incurred a County Court judgment(s) that remains unsatisfied? | No |

**Additional Information**

| | |
|---|---|
| Any further information or material facts you should or would like to advise Underwriters? | 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.

| | |
|---|---|
| X | I can confirm I have read and understood all questions relating to this quotation |

## Privacy Notice for Policyholders – How Commercial Express will use your data

This Privacy Notice explains how Commercial Express Quotes Limited (Commercial Express) use any personal information we collect about you. Further details can be found on our website at: https://www.commercialexpress.co.uk/privacy-policy-policyholders which gives you more information about how we use your data, who we share it with, how long we retain your data for and your rights. A copy can also be provided on request by using the contact details below.

**Who we are:**

Commercial Express Quotes Limited is the Data Controller of the information provided to us about you and is registered with the Information Commissioners Office under Registration Number Z7979314.

**How to contact us:**

Please contact us if you have any questions about this privacy notice or the information we hold about you, or if you wish to exercise your rights in relation to any of the personal data we hold about you. You can do this by: Email at: hello@commercialexpress.co.uk, Phone: 01384 473021, or by writing to us at: Commercial Express, B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH

**What information do we collect about you?**

We will collect personal information about you for the purposes of providing insurance products or services. This may include your name, contact details, date of birth, your occupation, details about the risk to be insured and payment details. In some circumstances, we may need to collect information relating to health or criminal convictions in order to administer your insurance policy or if it is required for any legal obligations.

**How is the information is provided to us?**

Most of the personal information we hold about you is received from your Insurance Broker, who will provide us with your information so we can arrange your insurance policy for you. We may also collect personal information from you if you contact us directly, for example if you needed to make a complaint.

**How will we use your data?**

Where we process your personal information, we do so on the basis that the processing is necessary for the purposes of the performance of a contract with you or where we have legitimate interests to process that data, for example in order to provide you with a service. We will use your personal information to provide products and services as required by you, communicate with you, undertake statistical analysis, develop new products and services, and to meet our legal or regulatory obligations.

**How to complain**

If you have any concerns about our use of your personal information, you can make a complaint to us. You can do this by:
Email at: complaints@commercialexpress.co.uk
Phone: 01384 473021
Or by writing to us at: Commercial Express, B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH

You can also complain to the ICO if you are unhappy with how we have used your data.
The ICO's address is:
Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF
Helpline number: 0303 123 1113
ICO website: https://www.ico.org.uk

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# Outside Caterers

## Liability Wording

# Outside Caterers Liability Policy Wording

This is to Certify that in accordance with the authorisation granted under Contract to Commercial Express Quotes Limited (the Coverholder) to operate a binding authority underwriting agreement and to act on behalf of Insurers whose names and proportions underwritten by them are supplied within the Schedule attaching to this Policy the said Insurers are hereby bound each for his own part and not one for another their heirs executors and administrators to insure in accordance with the terms and conditions herein or endorsed hereon.

This Policy is arranged by Commercial Express Quotes Limited who act as Our agent in respect of this insurance under Binding Authority Agreement number B6022PK21RQ466F1X

Commercial Express Quotes Limited is registered in England and Wales under company number 03862468 and is authorised and regulated by the Financial Conduct Authority FRN 311067. The registered office of Commercial Express Quotes Limited is:
Commercial Express Quotes Limited
B1 Custom House
The Waterfront
Level Street
Brierley Hill
DY5 1XH

This insurance is provided by Ascot Syndicate 1414 at Lloyd's. Syndicate 1414 at Lloyd's is managed by Ascot Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered in England and Wales No.04098461.
Registered Office:
20 Fenchurch Street,
London,
United Kingdom
EC3M 3BY.

This Policy has been issued to you based on the information supplied about You Your tenants Your Business and Your Property in the Statement of Fact and other material information declared which forms the basis of the contract between You and Us. It is therefore very important that You let Your Insurance Broker know immediately of any changes that affect the information You have disclosed to Us.

For example in respect of legal liability exposures any material alterations such as changes in Your Business/trade that affects the information You have disclosed to Us.

In the event of a general enquiry or query relating to Your Policy You the Insured should in the first instance contact Your Insurance Broker or Your Intermediary who arranged this insurance or contact Commercial Express Quotes Limited.

In the event of a claim or any circumstance that is likely to result in a claim You must immediately notify Our appointed claims Administrator whose details can be found under the General Conditions Section, How to report a claim.
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 on behalf of Insurers.

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# Your Personal Information Notice

## The basics

**We** collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

This information includes personal data such as **Your** name, address, contact details and other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may also include more sensitive data such as information about **Your** health and any criminal convictions.

In certain circumstances, **We** may need **Your** consent to process certain information about **You** and this is explained in **Our** privacy policy. Where **We** need **Your** consent, **We** will ask **You** for it specifically. **You** do not have to give **Your** consent, and **You** may withdraw **Your** consent at any time. However, if **You** do not provide **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit. It may also prevent **Us** from providing cover for **You** or handling **Your** claims.

For the purpose of providing insurance and handling claims or complaints **Your** information may be shared with, and used by, a number of third parties in the insurance sector. For example, advisers, agents, brokers (when making applications), insurers, reinsurers, loss adjusters (if **You** claim), sub-contractors, compulsory insurance databases, regulators, law enforcement agencies, fraud and crime prevention agencies. **We** will only disclose **Your** personal information in connection with the insurance coverage that **We** provide and to the extent required or permitted by law.

### If you provide other people's details to us

Where **You** provide **Us** or **Your** insurance adviser with information about other people, **You** must make them aware that **You** are doing so. Where possible, **You** should also provide them with this notice.

### If you would like more information

For more information about how **We** use Your personal information, please see **Our** privacy policy, which is available on **Our** website (www. https://www.ascotgroup.com/lloyds/privacy-policy/) and in other formats upon request. Additional information on how the insurance market uses data is provided by the Lloyd's Market Association ("LMA") in their Insurance Market Core Uses Information Notice.

### Contacting us and your rights

**You** have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice(s) **You** should contact the insurance adviser who provided **You** with **Your** insurance in the first instance, or directly with **Us** by contacting:

Data Protection Officer

Ascot Underwriting Limited

20 Fenchurch Street

London EC3M 3BY

+44 20 7743 9600
DPO@ascot.com

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# LIABILITY INSURANCE

1. OPERATIVE CLAUSE

The Insurers 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 Insurers.

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 means Ascot Syndicate 1414 at Lloyd's.

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 Insurers 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 Insurers' total liability not exceeding the stated Limits of Indemnity.

5 LIMITS OF INDEMNITY

5.1 SECTION A - The Insurers' 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 Insurers' 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 Insurers 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 Insurers' 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

6.4 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 Insurers in connection with a claim which is the subject of indemnity under this Policy the Insurers 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 Insurers 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 Insurers 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 Insurers.

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# 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 meters 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.

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# 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.

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# 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 Insurers 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 directly or indirectly occasioned by, happening through, arising out of, resulting from or In connection with any:

a. 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.

15.10 Arising out of any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

15.11

1) any computer virus, malicious code or other malware which causes the malfunction of or prevents access by You or any external party to any computer system used in connection with Your Business;
2) the onward transmission of any computer virus or other malware to any external party who uses Your website or has authorised connection to Your computer system;
3) the denial of access or use by You or any authorised party to Your computer system;
4) the content of Your website, email, intranet or extranet, including alterations or additions made by a hacker or any unauthorised external party;
5) the failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data, to correctly recognise any given date, or to process data, or to operate properly due to failure to recognise any given date due to inherent defect or computer virus, malicious code or other malware;
6) actual or alleged infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page;
7) defamation, libel, slander or malicious falsehood;
8) any breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data;
9) the unauthorised collection or misuse of any data concerning any customer or potential customer which is either confidential or subject to statutory restrictions on its use and which You obtained through the internet or extranet or website and hold in Your possession.

## 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 Insurers' liability to provide Indemnity under this Policy)

17.1 The Insured shall give immediate notice in writing to the Insurers of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as the Insurers may require. Every claim, writ, summons, notice of adjudication, referral notice or process and all documents relating thereto shall be forwarded to the Insurers 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 Insurers 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 Insurers may reasonably require.

17.3 The Insurers 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 Insurers 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 Insurers 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 Insurers 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 Insurers of any alteration or circumstance which materially affects the risks insured under this Policy and until the Insurers 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 Insurers 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 Insurers 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 Insurers shall entitle the Insurers 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 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.

17.9 All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Insurers 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.

17.10 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.

17.11 Data Protection

You should understand that any information You have given Us will be processed by Us in compliance with the provisions of the data protection legislation, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties. Some of the personal information We ask You for may be sensitive personal data as defined by the data protection legislation (such as information about criminal convictions and civil proceedings). We will not use such sensitive personal data about You or others except for the specific purpose for which You provide it and to provide the services described in Your Policy.

You have a right of access to, and correction of, information that We hold about You. If You would like to exercise either of these rights, You should contact:

Data Protection Officer
Ascot Underwriting Limited
20 Fenchurch Street
London EC3M 3BY
+44 20 7743 9600
DPO@ascot.com

17.12 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.

17.13 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.

17.14 Cancellation

You may cancel this Policy at any time by notifying Commercial Express Quotes Limited via Your insurance adviser.

If You do not exercise Your right to cancel this Policy the insurance will continue in force and You will be required to pay the premium.

However, if You make a claim or if We are notified of circumstances which may give rise to a claim a refund of premium may not be given.

If this Policy is cancelled prior to or within the cooling-off period You must to return to Us all Policy documentation.

If this Policy is cancelled after the cooling-off period You must return to Us any Employers' Liability Certificate if one was issued.

Your Cancellation Rights

Prior to the start of the Period of Insurance

If You decide to cancel this Policy and You provide Commercial Express Quotes Limited via Your Insurance advisor with Your written instruction before the start of the Period of Insurance and no cover is to be provided by Us, You will be entitled to a full refund of the premium.

During the cooling-off period of 14 days

You have the statutory right to cancel this Policy within 14 days from the purchase of this Policy or its renewal date or from the day on which You receive this Policy or renewal documentation, whichever is the later.

To cancel this Policy You must advise Commercial Express Quotes Limited via Your insurance advisor without delay.

Upon receiving Your instructions, We will cancel this Policy:

i) where You request that no cover is to be provided by Us, You will be entitled to a full refund of premium

alternatively;

ii) where You request this Policy coverage to be operative for a limited number of days within the cooling-off period You will be entitled to a refund of premium paid, less a deduction for any time for which We have provided cover. This is calculated in proportion to the time We have provided cover provided there have been no claims or circumstances have occurred which may give rise to a claim, in which case no premium will be refunded.

If You do not exercise Your right to cancel this Policy the insurance will continue in force and You will be required to pay the full premium.

After the cooling-off period

You may cancel this Policy at any time by giving notice in writing to Commercial Express Quotes Limited via your insurance advisor.

Upon receiving Your instructions, We will cancel this Policy and provided there have been no claims or circumstances having occurred which may give rise to a claim You will be entitled to a refund of premium less a deduction for any time for which We have provided cover. This is calculated in proportion to the time We have provided cover provided there have been no claims or circumstances have occurred which may give rise to a claim, in which case no premium will be refunded.

Cancellation outside the cooling-off period is subject to a minimum time on risk charge of £50.00 plus Insurance Premium Tax and the fee charged by Commercial Express Quotes Limited being non-refundable.

Our Cancellation Rights

We may cancel this insurance by giving You 30 days' notice in writing.

We will only do this for a valid reason.

Examples of valid reasons are as follows but these are not limited to:

i) non-payment of premium in which case cancellation is effective from the start date of the Period of Insurance this has the same effect as if You have never had any cover or protection from this Policy.

ii)a change in risk occurring which means that We can no longer provide You with insurance cover;

iii) Your non-cooperation or failure to supply any information or documentation We request;

iv) Your threatening or abusive behaviour or use of threatening or abusive language.

If this Policy is cancelled then, provided a claim or the possibility of a claim has not been notified to Us You will be entitled to a refund of any premium paid, subject to a deduction for any time for which You have been covered. If We decide to cancel this Policy Commercial Express Quotes Limited will advise You by sending a letter of cancellation to Your last known address.

## 18 Claims Procedure

In the event of a claim or any circumstance that is likely to result in a claim **You** must immediately notify the following

Woodgate and Clark Limited
42 Kings Hill Avenue
Kings hill
West Malling
Kent
ME19 4AJ
Tel: 01732 520273
Out of office: 01732 520270
Email: new.claims@woodgate-clark.co.uk

What to do in the event of a claim
**You** should take all reasonably practicable steps to mitigate or reduce further **Damage** or Bodily Injury. No prior approval is required.
If possible provide evidence in the form of photos of damage, injury and documentation including quotes, invoices or receipts.
**You** should not admit liability even if asked to do so by a third party.
**You** shall give **Us** or **Our** representative all necessary assistance.
Complete and return any claim form sent to **You**, as soon as possible.

## 19. Complaints Procedure

We are dedicated to providing a high-quality service and We want to ensure that We maintain this at all times. If you wish to make a complaint about the sales process or suitability of your policy, you should contact the Insurance advisor who arranged this policy for you.

If Your complaint is about the handling of Your claim please contact:
Woodgate and Clark Limited
42 Kings Hill Avenue,
Kings Hill,
West Malling,
Kent
ME19 4AJ

Phone: 01732 520270
Email: complaintsdept@woodgate-clark.co.uk

However, in the event that You wish to make a formal complaint You should contact Us using one of the following options:

- In writing (letter or email) to the address shown below; or
- By telephone to the telephone number shown below.

If your complaint relates to any other matter including claims, you should contact Commercial Express Quotes Limited, details below, who will try to resolve Your complaint. Commercial Express will review the circumstances of Your complaint and provide you with a response within fourteen (14) calendar days.

The Compliance Manager
Commercial Express
B1 Custom House
The Waterfront
Level Street

Brierley Hill DY5 1XH
Phone 01384 473201
Email complaints@commercialexpress.co.uk

A copy of Commercial Express' complaints procedure can be viewed at
https://www.commercialexpress.co.uk/complaints
Alternatively, a copy can be provided on request.

If Your complaint needs to be dealt with by Us, Commercial Express will promptly forward details of Your Complaint to Us. We will review Your complaint and will investigate the circumstances regarding Your complaint and write to You within fourteen (14) calendar days with a response. You may also raise a complaint directly with Us by using the contact details below:
Complaints Manager
Ascot Underwriting Limited
20 Fenchurch Street
London EC3M 3BY
Tel: +44(0)207 743 9600
Email: complaints.inbox@ascotgroup.com

We will review Your complaint and will investigate the circumstances regarding Your complaint and write to You within fourteen (14) calendar days with a response.

If You are not satisfied with the response, or have not received a response from Commercial Express or Us within fourteen (14) calendar days, You are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of Your complaint and provide You with a written final response. If You wish to ask Lloyd's to investigate Your complaint You may do so by contacting:

Complaints Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham, Kent
ME4 4RN

| | |
|---|---|
| Email: | complaints@lloyds.com |
| Telephone: | +44 (0) 20 7327 5693 |
| Fax: | +44 (0) 20 7327 5225 |
| Web: | www.lloyds.com/complaints |

Details of Lloyd's complaints procedures are set out in a leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at www.lloyds.com/complaints and are also available from the above address.

If You remain dissatisfied after Lloyd's has considered Your complaint You may (subject to eligibility) have the right to refer Your complaint to the Financial Ombudsman Service, using the details below.
If You are seeking resolution as a micro-enterprise (a smaller business that has a turnover or annual balance sheet of not more than two million euros and fewer than ten employees) a charity with less than GBP1,000,000 annual income or a trustee of a trust with net asset value of less than GBP1,000,000, You may refer the matter to the following organisation:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square

London
E14 9SR
Tel: 0800 023 4567 (calls to this number are free from “fixed lines” in the UK)
Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

Please remember that You will have to refer Your complaint to the Financial Ombudsman Service within 6 months of receiving Lloyd’s final response.
Making a complaint will not affect Your legal rights. If You appoint someone to act on Your behalf or if You ask someone else to act on Your behalf You should provide Us with written authority to allow Us to deal with them. We will not pay their costs.

**Financial Services Compensation Scheme (FSCS)**

We and Commercial Express Quotes Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if in the unlikely event that We or Commercial Express Quotes Limited are unable to meet Our obligations under this Policy. If You were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this Policy. Further information about the FSCS is available from the FSCS at the address immediately below or on their website:

Financial Services Compensation Scheme

PO Box 300

Mitcheldean

GL17 1DY

Email: enquiries@fscs.org.uk

Tel: For UK callers: 0800 678 1100 (free phone)

Tel: For callers from abroad: +44 (0) 20 7741 4100

Web: www.fscs.org.uk

COMMERCIAL EXPRESS

# Outside Caterer

## Portable Catering Equipment Wording

# Outside Caterer – Portable Catering Equipment Policy 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 Policy in page 6 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 Policy 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 Policy 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 Policy 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 Policy are contained within pages 11-14 and **We** will not pay a claim if these exclusions are applicable.

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

The Policy Definitions in page 16 provide the meaning to words and phrases wherever they appear in the Policy**. You** will see words in bold which means that wherever they appear in this Policy they are a definition .

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

The **Schedule** may also contain clauses additional to the Policy wording that **Underwriters** have imposed placing additional obligations on **You** and/or limiting coverage. The terms of those clauses will be attached to the Policy 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 18-19.

## Reading the Policy

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

In the event that the **Policy** 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 **Policy**. However, the terms of the **Policy** will remain effective unless **Underwriters** have agreed to a variation in writing.

# Your Personal Information Notice

**The basics**

**We** collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

This information includes personal data such as **Your** name, address, contact details and other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may also include more sensitive data such as information about **Your** health and any criminal convictions.

In certain circumstances, **We** may need **Your** consent to process certain information about **You** and this is explained in **Our** privacy policy. Where **We** need **Your** consent, **We** will ask **You** for it specifically. **You** do not have to give **Your** consent, and **You** may withdraw **Your** consent at any time. However, if **You** do not provide **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit. It may also prevent **Us** from providing cover for **You** or handling **Your** claims.

For the purpose of providing insurance and handling claims or complaints **Your** information may be shared with, and used by, a number of third parties in the insurance sector. For example, advisers, agents, brokers (when making applications), insurers, reinsurers, loss adjusters (if **You** claim), sub-contractors, compulsory insurance databases, regulators, law enforcement agencies, fraud and crime prevention agencies. **We** will only disclose **Your** personal information in connection with the insurance coverage that **We** provide and to the extent required or permitted by law.

**If you provide other people's details to us**

Where **You** provide **Us** or **Your** insurance adviser with information about other people, **You** must make them aware that **You** are doing so. Where possible, **You** should also provide them with this notice.

**If you would like more information**

For more information about how **We** use **Your** personal information, please see **Our** privacy policy, which is available on **Our** website (www.ascotgroup.com/lloyds/privacy-policy ) and in other formats upon request. Additional information on how the insurance market uses data is provided by the Lloyd's Market Association ("LMA") in their Insurance Market Core Uses Information Notice.

**Contacting us and your rights**

**You** should understand that any information **You** have given **Us** will be processed by **Us** in compliance with the provisions of the data protection legislation, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties. Some of the personal information **We** ask **You** for may be sensitive personal data as defined by the data protection legislation (such as information about criminal convictions and civil proceedings). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in **Your Policy.** **You** have a right of access to, and correction of, information that **We** hold about **You**. If **You** would like to exercise either of these rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice(s) **You** should contact:

Data Protection Officer

Ascot Underwriting Limited

20 Fenchurch Street

London EC3M 3BY

+44 20 7743 9600

DPO@ascot.com

COMMERCIAL EXPRESS

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## Authorised Policy

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

This **Policy** 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 **Policy**) 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 **Policy** 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 **Policy** 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 **Policy** shall be subject to the jurisdictions of the courts of England and Wales or as otherwise agreed.

Authorised signatory

**Your** Policy is arranged by Commercial Express Quotes Limited who act as **Our** agent in respect of this insurance under Binding Authority Agreement number B6022PK21RQ466F1X

Commercial Express Quotes Limited is registered in England and Wales under company number 03862468 and is authorised and regulated by the Financial Conduct Authority FRN 311067. The registered office of Commercial Express Quotes Limited is:

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

This insurance is provided by Ascot Syndicate 1414 at Lloyd's. Syndicate 1414 at Lloyd's is managed by Ascot Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered in England and Wales No.04098461.
Registered Office:
20 Fenchurch Street,
London,
United Kingdom,
EC3M 3BY.

This is to Certify that in accordance with the authorisation granted under Contract to Commercial Express Quotes Limited (the Coverholder) to operate a binding authority underwriting agreement and to act on behalf of Insurers whose names and proportions underwritten by them are supplied within the Schedule attaching to this Policy the said Insurers are hereby bound each for his own part and not one for another their heirs executors and administrators to insure in accordance with the terms and conditions herein or endorsed hereon.

**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 **Policy**.

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 **Policy** terms and conditions, **You** should check with **Your** insurance advisor.

The **Policy** 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 **Policy** 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 **Policy**.

**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 **Policy**.

**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 **Policy** 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) [1]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..

[1] 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 **Policy** (or, if applicable, under the different terms provided for by virtue of paragraph (i)), where -

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

COMMERCIAL EXPRESS

# 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 £100 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, vermin or mould

i) **Loss** or **Damage** caused by or arising from mechanical or electrical derangement or whilst undergoing cleaning, repair or restoration;

# Section 3 - Business Interruption

**We** hereby agree to indemnify **You** following an **Insured Event** under Sections 1, 2 or 5 of this **Policy** 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 **Policy** 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 **Policy** 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

## Institute Radioactive Contamination Exclusion Clause

This clause shall be paramount and shall override anything contained in this **Policy** inconsistent therewith:
In no case shall this **Policy** 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

## Micro-Organism Exclusion Clause

This **Policy** 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 I**nsured 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 **Policy** that provides insurance, in whole or in part, for these matters.

## Northern Ireland Overriding Exclusion

Notwithstanding anything within the **Policy** 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 **Policy** 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 **Policy** the burden of proving that such loss is covered shall be upon **You**.

# General Exclusions continued

## Nuclear Energy Risks Exclusion Clause

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

For the purpose of this **Policy** 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

## 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 **Policy** or any endorsement thereto it is agreed that this **Policy** 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 clause 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 **Policy** 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 **Policy** 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 Exclusions continued

**Communicable Disease Exclusion**

This **Policy** does not cover any legal liability arising out of actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

**Cyber Exclusion**

This **Policy** does not cover any legal liability arising out of:

1) any computer virus, malicious code or other malware which causes the malfunction of or prevents access by You or any external party to any computer system used in connection with Your Business;
2) the onward transmission of any computer virus or other malware to any external party who uses Your website or has authorised connection to Your computer system;
3) the denial of access or use by You or any authorised party to Your computer system;
4) the content of Your website, email, intranet or extranet, including alterations or additions made by a hacker or any unauthorised external party;
5) the failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data, to correctly recognise any given date, or to process data, or to operate properly due to failure to recognise any given date due to inherent defect or computer virus, malicious code or other malware;
6) actual or alleged infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page;
7) defamation, libel, slander or malicious falsehood;
8) any breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data;
9) the unauthorised collection or misuse of any data concerning any customer or potential customer which is either confidential or subject to statutory restrictions on its use and which You obtained through the internet or extranet or website and hold in Your possession.

# General Conditions

## Cancellation

**You** may cancel this **Policy** at any time by notifying Commercial Express Quotes Limited via **Your** insurance adviser.
If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the premium.
However, if **You** make a claim or if **We** are notified of circumstances which may give rise to a claim a refund of premium may not be given.
If this **Policy** is cancelled prior to or within the cooling-off period **You** must to return to **Us** all **Policy** documentation.
If this **Policy** is cancelled after the cooling-off period **You** must return to **Us** any Employers' Liability Certificate if one was issued.

**Your** Cancellation Rights

Prior to the start of the **Period of Insurance**

If **You** decide to cancel this Policy and You provide Commercial Express Quotes Limited via **Your** Insurance advisor with **Your** written instruction before the start of the **Period of Insurance** and no cover is to be provided by **Us**, **You** will be entitled to a full refund of the premium.

During the cooling-off period of 14 days

**You** have the statutory right to cancel this **Policy** within 14 days from the purchase of this **Policy** or its renewal date or from the day on which **You** receive this **Policy** or renewal documentation, whichever is the later.

To cancel this **Policy You** must advise Commercial Express Quotes Limited via **Your** insurance advisor without delay.

Upon receiving **Your** instructions, **We** will cancel this **Policy**:

i) where **You** request that no cover is to be provided by **Us**, **You** will be entitled to a full refund of premium

alternatively;

ii) where **You** request this **Policy** coverage to be operative for a limited number of days within the cooling-off period **You** will be entitled to a refund of premium paid, less a deduction for any time for which **We** have provided cover. This is calculated in proportion to the time **We** have provided cover provided there have been no claims or circumstances have occurred which may give rise to a claim, in which case no premium will be refunded.

If **You** do not exercise Your right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the full premium.

After the cooling-off period

**You** may cancel this **Policy** at any time by giving notice in writing to Commercial Express Quotes Limited via your insurance advisor.

Upon receiving **Your** instructions, **We** will cancel this **Policy** and provided there have been no claims or circumstances having occurred which may give rise to a claim **You** will be entitled to a refund of premium less a deduction for any time for which **We** have provided cover. This is calculated in proportion to the time **We** have provided cover provided there have been no claims or circumstances have occurred which may give rise to a claim, in which case no premium will be refunded.

Cancellation outside the cooling-off period is subject to a minimum time on risk charge of £50.00 plus Insurance Premium Tax and the fee charged by Commercial Express Quotes Limited being non-refundable.

**Our** Cancellation Rights

**We** may cancel this insurance by giving You 30 days' notice in writing.

**We** will only do this for a valid reason.

Examples of valid reasons are as follows but these are not limited to:

i) non-payment of premium in which case cancellation is effective from the start date of the **Period of**

**Insurance** this has the same effect as if **You** have never had any cover or protection from this Policy.

ii) a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;

iii) **Your** non-cooperation or failure to supply any information or documentation **We** request;

iv) **Your** threatening or abusive behaviour or use of threatening or abusive language.

If this **Policy** is cancelled then, provided a claim or the possibility of a claim has not been notified to **Us You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. If **We** decide to cancel this **Policy** Commercial Express Quotes Limited will advise **You** by sending a letter of cancellation to Your last known address.

## 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 **Policy**. **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 **Policy**, **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.

# Policy Conditions (continued)

## Data Protection

**You** should understand that any information **You** have given **Us** will be processed by **Us** in compliance with the provisions of the data protection legislation, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties. Some of the personal information **We** ask **You** for may be sensitive personal data as defined by the data protection legislation (such as information about criminal convictions and civil proceedings). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which You provide it and to provide the services described in **Your** Policy.

**You** have a right of access to, and correction of, information that **We** hold about **You**. If **You** would like to exercise either of these rights, **You** should contact:

Data Protection Officer

Ascot Underwriting Limited

20 Fenchurch Street

London EC3M 3BY

+44 20 7743 9600

DPO@ascot.com

## 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 **Policy** 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 **Policy** as being terminated with effect from the time of the fraudulent act.

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

a) refuse all liability to the under the **Policy** 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 **Policy**

## 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 **Policy** 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

COMMERCIAL EXPRESS

# Definitions

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

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

**Policy** means the entirety of the **Policy**, the **Schedule** and/or any endorsements or amendments (whether or not such endorsements or amendments are agreed prior to the **Policy** of insurance coming into force or at any time thereafter).
All references to the terms, conditions and exclusions of the **Policy** shall be construed as referring to the entire **Policy**.

**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 **Policy** 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 **Policy**.

**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 **Policy**.

**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 Ascot Syndicate 1414 at Lloyd's

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

# Claims Procedure

Should **You** need to report or make a claim to **Us,** please contact **Our** specialist claims handler Woodgate and Clark Limited, whose details are below. **You** may if **You** wish also advise **Your** insurance adviser or **Our Binding Underwriter** to do this on **Your** behalf.

Woodgate and Clark Limited
42 Kings Hill Avenue
Kings Hill
West Malling
Kent
ME19 4AJ
Telephone: 01732 520273
Out of office telephone: 01732 520270
Email: newclaim@woodgate-clark.co.uk

At the time of making a claim, **You** will be asked: The **Policy** 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 **Policy**.
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 **Policy** 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

We are dedicated to providing a high-quality service and We want to ensure that We maintain this at all times.
If you wish to make a complaint about the sales process or suitability of your policy, you should contact the Insurance advisor who arranged this policy for you.

If Your complaint is about the handling of Your claim please contact:
Woodgate and Clark Limited
42 Kings Hill Avenue,
Kings Hill,
West Malling,
Kent
ME19 4AJ

Phone: 01732 520270
Email: complaintsdept@woodgate-clark.co.uk

However, in the event that You wish to make a formal complaint You should contact Us using one of the following options:

- In writing (letter or email) to the address shown below; or
- By telephone to the telephone number shown below.

If your complaint relates to any other matter including claims, you should contact Commercial Express Quotes Limited, details below, who will try to resolve Your complaint. Commercial Express will review the circumstances of Your complaint and provide you with a response within fourteen (14) calendar days.

The Compliance Manager
Commercial Express
B1 Custom House
The Waterfront
Level Street
Brierley Hill DY5 1XH
Phone 01384 473201
Email complaints@commercialexpress.co.uk

A copy of Commercial Express' complaints procedure can be viewed at
https://www.commercialexpress.co.uk/complaints
Alternatively, a copy can be provided on request.

If Your complaint needs to be dealt with by Us, Commercial Express will promptly forward details of Your Complaint to Us. We will review Your complaint and will investigate the circumstances regarding Your complaint and write to You within fourteen (14) calendar days with a response. You may also raise a complaint directly with Us by using the contact details below:
Complaints Manager
Ascot Underwriting Limited
20 Fenchurch Street
London EC3M 3BY
Tel: +44(0)207 743 9600
Email: complaints.inbox@ascotgroup.com

We will review Your complaint and will investigate the circumstances regarding Your complaint and write to You within fourteen (14) calendar days with a response.

If You are not satisfied with the response, or have not received a response from Commercial Express or Us within fourteen (14) calendar days, You are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of Your complaint and provide You with a written final response. If You wish to ask Lloyd's to investigate Your complaint You may do so by contacting:

Complaints Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham, Kent
ME4 4RN

Email: complaints@lloyds.com
Telephone: +44 (0) 20 7327 5693
Fax: +44 (0) 20 7327 5225
Web: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at www.lloyds.com/complaints and are also available from the above address.

If You remain dissatisfied after Lloyd's has considered Your complaint You may (subject to eligibility) have the right to refer Your complaint to the Financial Ombudsman Service, using the details below.
If You are seeking resolution as a micro-enterprise (a smaller business that has a turnover or annual balance sheet of not more than two million euros and fewer than ten employees) a charity with less than GBP1,000,000 annual income or a trustee of a trust with net asset value of less than GBP1,000,000, You may refer the matter to the following organisation:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK)
Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

Please remember that You will have to refer Your complaint to the Financial Ombudsman Service within 6 months of receiving Lloyd's final response.
Making a complaint will not affect Your legal rights. If You appoint someone to act on Your behalf or if You ask someone else to act on Your behalf You should provide Us with written authority to allow Us to deal with them. We will not pay their costs.

**Financial Services Compensation Scheme (FSCS)**

We and Commercial Express Quotes Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if in the unlikely event that We or Commercial Express Quotes Limited are unable to meet Our obligations under this Policy. If You were entitled to compensation under the FSCS, the level of compensation payable would depend on the

nature of the insurance granted under this Policy. Further information about the FSCS is available from the FSCS at the address immediately below or on their website:

Financial Services Compensation Scheme

PO Box 300

Mitcheldean

GL17 1DY

Email: enquiries@fscs.org.uk

Tel: For UK callers: 0800 678 1100 (free phone)

Tel: For callers from abroad: +44 (0) 20 7741 4100

Web: www.fscs.org.uk

**GOVERNING LAW**

The laws of England and Wales will apply to this **Policy** unless **We** agree otherwise with **You** in writing before issuing the **Policy** and any disputes arising under this **Policy** shall be subject to the exclusive jurisdiction of the English Courts.

# Certificate of Employers' Liability Insurance[a]

*(The requirements for the display of the certificate will be satisfied if the certificate is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form)*

Policy No: CEQ390599/2021
UMR: B6022PK21RQ466F1X

1. Name of policy holder: Ngwafu Tansie trading as Gwafuvegan
2. Date of commencement of insurance policy: 00.00hrs on: 14/07/2021
3. Date of expiry of insurance policy: 23.59hrs on: 13/07/2022

**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, or to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies[b]; and

2. (a) the minimum amount of cover provided by this policy is no less than GBP 5,000,000 [c]; or

Signed on behalf of those Lloyd's Underwriters subscribing to the above policy (Authorised Insurers)

JMFitzpatrick

..... Signature

(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.

*Note: The information below this line does not form part of the statutory certificate. Those Underwriters at Lloyd's on whose behalf this certificate is issued require the following information to be entered by the issuing intermediary:*

*Name and address of issuing intermediary:* **Commercial Express Quotes Limited, B1 Custom House, The Waterfront, Brierley Hill, Dudley, DY5 1XH**

*Authorised Insurers:* **Ascot Underwriting Limited**
**20 Fenchurch Street, London, EC3M 3BY**
*Issuing intermediary's reference:*
**B6022PK21RQ466F1X**
*(if different from the Policy Number stated above)*
NMA2838 (28/01/1999)

# Outside Caterer Liability Insurance Summary of Cover

The information provided in this summary of cover is key information about the insurers and insurance cover available within this Outside Caterers Policy which is designed to provide Employers' (where selected), Public and Products liability for you as Outside Caterers.

This summary of cover does not contain the full terms and conditions of your Insurance Policy. The full terms and conditions can be found in the Policy document.

This Policy has been provided to you based on the information supplied about you, your tenants and your business or property in the statement of fact and other material information declared which forms the basis of the contract between you and us. It is therefore very important that you let your insurance broker know immediately of any changes that affect the information you have disclosed to us.

This summary of cover should be read in conjunction with your Policy Schedule.

The insurance cover from the policy is valid for the duration as specified in your Policy Schedule. You may need to review and update your policy schedule periodically to ensure adequacy of cover.

Your insurance cover is arranged by Commercial Express Quotes Limited and underwritten by Ascot Syndicate 1414 at Lloyd's for 100%.

**Authorisation and regulation**
Commercial Express Quotes Limited is registered in England and Wales under company number 03862468 and is authorised and regulated by the Financial Conduct Authority FRN 311067. The registered office of Commercial Express Quotes Limited is B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH

Syndicate 1414 at Lloyd's is managed by Ascot Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered in England and Wales No.04098461.
Registered Office:
20 Fenchurch Street,
London,
United Kingdom
EC3M 3BY.

Please note: This Policy may be amended by optional extensions and endorsements to your cover as per your individual Policy Schedule.

**Duration of Cover**
The policy period is detailed in your schedule. The policy is normally valid for 12 months and renewable annually.

**Significant Features and Benefits**
The policy is a complex document and contains a large number of specific terms in relevance. Many if the terms may however be extended, curtailed or removed in individual cases, depending on the nature of the risks being insured and those covers requested. The policy may also contain warranties describing actions that you must take or avoid for any cover to operate.

Section A-Employers' Liability
Use this section with the corresponding schedule in the full Policy wording

Significant features and benefits of cover
Injury sustained by any Person Employed by the Insured arising out of and in the course of his employment or engagement by the Insured during the Period of Insurance.

Significant and Unusual Exclusions
The policy does not cover Injury to Persons Employed that arises outside of Great Britain, Northern Ireland, Isle of Man or the Channel Islands except in respect of temporary non-manual visits.

Section B-Public Liability
Use this section with the corresponding schedule in the full Policy wording.

Significant features and benefits of cover

- Accidental Injury to any person
- Accidental loss of or Damage to Property

Happening anywhere in the world during the Period of Insurance and arising out of the Business.

Section C-Products Liability
Use this section with the corresponding schedule in the full Policy wording

Significant features and Benefits of Cover

- Accidental injury to any person
- Accidental loss of or Damage to Property

Happening anywhere in the world during the period of insurance and caused by any Product

Significant and Unusual Exclusions for Sections B & C
Insurers will not pay under these sections for liability arising from:-

- Terrorism.
- Asbestos.
- Any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
- Fungus, including but not limited to mildew, mould, spore(s) or allergens.
- Professional advice given by the insured for a fee or in circumstances where a fee would normally be charged.
- Goods in the custody or control of the Insured.
- Pollution or contamination other than incidents which are sudden, unidentifiable, unintended and unexpected which take place in their entirety at a specific moment in time and place during the Period of Insurance
- Cyber Liabilities
- Communicable Disease

These exclusions are more fully detailed under pages 10 and 11 of your policy.

Limit of Indemnity
Underwriters will not pay more than the sum specified in the Schedule as the Limit of Indemnity for each section.

Section A, Employers' Liability
The limit of indemnity is £10,000,000 in any one occurrence, but limited to £5,000,000 in any one occurrence in respect of acts of terrorism and for claims arising from asbestos.
The Employers Liability limit of indemnity is inclusive of your own defence costs.

Sections B & C, Public and Products Liability
The limit of indemnity for Public Liability cover applies in respect of any one occurrence or series if occurrences arising out of one originating cause. The public liability limit in respect of Pollution applies to all occurrences during the Period of Insurance.
The Products Liability limit is the total limit for all occurrences during the Period of Insurance.
Unless stated otherwise, your own defence costs, incurred with our consent, will be covered in addition to these limits.

Legal Jurisdiction.
The underwriters will indemnify the Insured against the legal liability to pay damages (including claimant's costs, fees and expenses) in accordance with the law of England and Wales.

Significant General Exceptions

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

Excess

As stated on the schedule of insurance.

**Claims Procedure**

In the event of a claim or any circumstance that is likely to result in a claim You must immediately notify the following

Woodgate and Clark Limited
42 Kings Hill Avenue,
West Malling
Kent
ME19 4AJ
Tel: 01732 520273
Out of office: 01732 520270
Email: new.claims@woodgate-clark.co.uk

**Complaints Procedure**

We are dedicated to providing a high-quality service and We want to ensure that We maintain this at all times.

If you wish to make a complaint about the sales process or suitability of your policy, you should contact the Insurance advisor who arranged this policy for you.

If Your complaint is about the handling of Your claim please contact:

Woodgate and Clark Limited
42 Kings Hill Avenue
Kings Hill
West Malling Kent
ME19 4AJ
Tel: 01732 520270
Email: complaints@woodgate-clark.co.uk

However, in the event that You wish to make a formal complaint You should contact Us using one of the following options:

- In writing (letter or email) to the address shown below; or
- By telephone to the telephone number shown below.

If you wish to make a complaint about the sales process or suitability of your policy, you should contact the Insurance advisor who arranged this policy for you.

If your complaint relates to any other matter including claims, you should contact : Commercial Express Quotes Limited, details below, who will try to resolve Your complaint. Commercial Express will review the circumstances of Your complaint and provide you with a response within fourteen (14) calendar days.

The Compliance Manager
Commercial Express
B1 Custom House
The Waterfront
Level Street
Brierley Hill DY5 1XH
Phone: 01384 473201
Email: complaints@commercialexpress.co.uk

A copy of Commercial Express' complaints procedure can be viewed at https://www.commercialexpress.co.uk/complaints

Alternatively, a copy can be provided on request.

If Your complaint needs to be dealt with by Us, Commercial Express will promptly forward details of Your Complaint to Us. We will review Your complaint and will investigate the circumstances regarding Your complaint and write to You within fourteen (14) calendar days with a response. You may also raise a complaint directly with Us by using the contact details below:

Complaints Manager
Ascot Underwriting Limited
20 Fenchurch Street
London EC3M 3BY
Tel: +44(0)207 743 9600
Email: complaints.inbox@ascotgroup.com

We will review Your complaint and will investigate the circumstances regarding Your complaint and write to You within fourteen (14) calendar days with a response.

If You are not satisfied with the response, or have not received a response from Commercial Express or Us within fourteen (14) calendar days, You are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of Your complaint and provide You with a written final response. If You wish to ask Lloyd's to investigate Your complaint You may do so by contacting:

Complaints Lloyd's

Fidentia House
Walter Burke Way
Chatham Maritime
Chatham, Kent, ME4 4RN
Email: complaints@lloyds.com
Telephone: +44 (0) 20 7327 5693
Fax: +44 (0) 20 7327 5225
Web: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at www.lloyds.com/complaints and are also available from the above address.

If You remain dissatisfied after Lloyd's has considered Your complaint You may (subject to eligibility) have the right to refer Your complaint to the Financial Ombudsman Service, using the details below.

If You are seeking resolution as a micro-enterprise (a smaller business that has a turnover or annual balance sheet of not more than two million euros and fewer than ten employees) a charity with less than GBP1,000,000 annual income or a trustee of a trust with net asset value of less than GBP1,000,000, You may refer the matter to the following organisation:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK)
Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

Please remember that You will have to refer Your complaint to the Financial Ombudsman Service within 6 months of receiving Lloyd's final response.

Making a complaint will not affect Your legal rights. If You appoint someone to act on Your behalf or if You ask someone else to act on Your behalf You should provide Us with written authority to allow Us to deal with them. We will not pay their costs.

**Financial Services Compensation Scheme (FSCS)**

We and Commercial Express Quotes Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if in the unlikely event that We or Commercial Express Quotes Limited are unable to meet Our obligations under this Policy. If You were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this Policy. Further information about the FSCS is available from the FSCS at the address immediately below or on their website:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY
Email: enquiries@fscs.org.uk
Tel: For UK callers: 0800 678 1100 (free phone)
Tel: For callers from abroad: +44 (0) 20 7741 4100
Web: www.fscs.org.uk

**Cancellation rights**

You may cancel this Policy at any time by notifying Commercial Express Quotes Limited via Your insurance adviser.

If You do not exercise Your right to cancel this Policy the insurance will continue in force and You will be required to pay the premium.

However, if You make a claim or if We are notified of circumstances which may give rise to a claim a refund of premium may not be given.

If this Policy is cancelled prior to or within the cooling-off period You must to return to Us all Policy documentation.

If this Policy is cancelled after the cooling-off period You must return to Us any Employers' Liability Certificate if one was issued. Cancellation outside the cooling-off period is subject to a minimum time on risk charge of £50.00 plus Insurance Premium Tax and the fee charged by Commercial Express Quotes Limited being non-refundable.

**How to Pay**

The insurance broker that arranged the insurance will advise you of the full details of when and the options by which you can pay.

# Outside Caterer (Material Damage) Summary of Cover

**About this Summary of Cover**
The information provided in this summary of cover is key information about the insurers and insurance cover available within this Outside Caterer (Material Damage) Policy which is designed to provide Material Damage cover for your business.

This summary of cover does not contain the full terms and conditions of your Insurance Policy. The full terms and conditions can be found in the Policy document.

This Policy has been provided to you based on the information supplied about you, your tenants and your business or property in the statement of fact and other material information declared which forms the basis of the contract between you and us. It is therefore very important that you let your insurance broker know immediately of any changes that affect the information you have disclosed to us.

This summary of cover should be read in conjunction with your Policy Schedule.

The insurance cover from the policy is valid for the duration as specified in your Policy Schedule. You may need to review and update your policy schedule periodically to ensure adequacy of cover.

Your insurance cover is arranged by Commercial Express Quotes Limited and underwritten by Ascot Syndicate 1414 at Lloyd's for 100%.

**Authorisation and regulation**
Commercial Express Quotes Limited is registered in England and Wales under company number 03862468 and is authorised and regulated by the Financial Conduct Authority FRN 311067. The registered office of Commercial Express Quotes Limited is B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH

Syndicate 1414 at Lloyd's is managed by Ascot Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered in England and Wales No.04098461.
Registered Office:
20 Fenchurch Street,
London,
United Kingdom
EC3M 3BY.

Please note: This Policy may be amended by optional extensions and endorsements to your cover as per your individual Policy Schedule.

**Duration of this Insurance**
The period of insurance will be for 12 months unless otherwise agreed by us. The period of insurance will be shown in the Policy Schedule.

**Property Insured** is for Outside Caterers the specific cover is explained more fully within the policy wording.

**How to Pay**
The insurance broker that arranged the insurance will advise you of the full details of when and the options by which you can pay.

**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.

**Complaints Procedure**
We are dedicated to providing a high-quality service and We want to ensure that We maintain this at all times.

If you wish to make a complaint about the sales process or suitability of your policy, you should contact the Insurance advisor who arranged this policy for you.

If Your complaint is about the handling of Your claim please contact:

Woodgate and Clark Limited
42 Kings Hill Avenue
Kings Hill
West Malling Kent
ME19 4AJ
Tel: 01732 520270
Email: complaints@woodgate-clark.co.uk

However, in the event that You wish to make a formal complaint You should contact Us using one of the following options:

- In writing (letter or email) to the address shown below; or
- By telephone to the telephone number shown below.

If you wish to make a complaint about the sales process or suitability of your policy, you should contact the Insurance advisor who arranged this policy for you.

If your complaint relates to any other matter including claims, you should contact : Commercial Express Quotes Limited, details below, who will try to resolve Your complaint. Commercial Express will review the circumstances of Your complaint and provide you with a response within fourteen (14) calendar days.

The Compliance Manager
Commercial Express
B1 Custom House
The Waterfront
Level Street
Brierley Hill DY5 1XH
Phone: 01384 473201
Email: complaints@commercialexpress.co.uk

A copy of Commercial Express' complaints procedure can be viewed at https://www.commercialexpress.co.uk/complaints

Alternatively, a copy can be provided on request.

If Your complaint needs to be dealt with by Us, Commercial Express will promptly forward details of Your Complaint to Us. We will review Your complaint and will investigate the circumstances regarding Your complaint and write to You within fourteen (14) calendar days with a response. You may also raise a complaint directly with Us by using the contact details below:

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Ascot Underwriting Limited
20 Fenchurch Street
London EC3M 3BY
Tel: +44(0)207 743 9600
Email: complaints.inbox@ascotgroup.com

We will review Your complaint and will investigate the circumstances regarding Your complaint and write to You within fourteen (14) calendar days with a response.

If You are not satisfied with the response, or have not received a response from Commercial Express or Us within fourteen (14) calendar days, You are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of Your complaint and provide You with a written final response. If You wish to ask Lloyd's to investigate Your complaint You may do so by contacting:

Complaints Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham, Kent, ME4 4RN
Email: complaints@lloyds.com
Telephone: +44 (0) 20 7327 5693
Fax: +44 (0) 20 7327 5225
Web: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at www.lloyds.com/complaints and are also available from the above address.

If You remain dissatisfied after Lloyd's has considered Your complaint You may (subject to eligibility) have the right to refer Your complaint to the Financial Ombudsman Service, using the details below.

If You are seeking resolution as a micro-enterprise (a smaller business that has a turnover or annual balance sheet of not more than two million euros and fewer than ten employees) a charity with less than GBP1,000,000 annual income or a trustee of a trust with net asset value of less than GBP1,000,000, You may refer the matter to the following organisation

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK)
Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

Please remember that You will have to refer Your complaint to the Financial Ombudsman Service within 6 months of receiving Lloyd's final response.

Making a complaint will not affect Your legal rights. If You appoint someone to act on Your behalf or if You ask someone else to act on Your behalf You should provide Us with written authority to allow Us to deal with them. We will not pay their costs.

**Financial Services Compensation Scheme (FSCS)**

We and Commercial Express Quotes Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if in the unlikely event that We or Commercial Express Quotes Limited are unable to meet Our obligations under this Policy. If You were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this Policy. Further information about the FSCS is available from the FSCS at the address immediately below or on their website:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY
Email: enquiries@fscs.org.uk
Tel: For UK callers: 0800 678 1100 (free phone)
Tel: For callers from abroad: +44 (0) 20 7741 4100
Web: www.fscs.org.uk

**Cancellation rights – Page 10 of your Policy Wording**

You may cancel this Policy at any time by notifying Commercial Express Quotes Limited via Your insurance adviser.

If You do not exercise Your right to cancel this Policy the insurance will continue in force and You will be required to pay the premium.

However, if You make a claim or if We are notified of circumstances which may give rise to a claim a refund of premium may not be given.

If this Policy is cancelled prior to or within the cooling-off period You must to return to Us all Policy documentation.

If this Policy is cancelled after the cooling-off period You must return to Us any Employers' Liability Certificate if one was issued. Cancellation outside the cooling-off period is subject to a minimum time on risk charge of £50.00 plus Insurance Premium Tax and the fee charged by Commercial Express Quotes Limited being non-refundable.

**Authorisation and Regulation**

**The Law Applicable to this Insurance**
The parties are free to choose the law applicable to the insurance contact. Unless specifically agreed to the contrary this insurance shall be governed and interpreted in accordance with English law and subject to the jurisdiction of the Courts of England and Wales.

**The Cover Available**
We will insure only those Sections You request and We agree to insure.

Money are defined as: Cash, Bank Notes, Cheques, Giro Cheques, Bankers' Drafts, Money Orders, Postal Orders, Bills of Exchange, Unused Postage Stamps and Certificates, Holidays with Pay Stamps, Credit Company Sales Vouchers and VAT Purchase Invoices and Luncheon Vouchers all belonging to You but only whilst in Your custody.

Stock in Trade are defined as: Trade Contents being Stock in Trade & Utensils

**Territorial Limits** means the United Kingdom.

**Key Benefits**

**Risks Covered**

**Loss of Money**
To indemnify You against:

a) money if lost, destroyed or damaged by any cause
b) any Safe or strong room belonging to You is lost, destroyed or damaged as a result or theft or attempted theft of money

whilst within or in transit between the United Kingdom and the Republic of Ireland, We will indemnify You by their option repairing, replacing or paying the amount of the loss, destruction or Damage

**Stock in Trade**
To indemnify You against physical Loss or Damage to Stock in Trade

**Business Interruption**
Cover under this section is automatically provided for Loss of Gross Income during the period and not exceeding the total sum insured specified in the schedule

The Indemnity Period is 12 months.

- Loss of Gross Income or
- Increase cost of working

**Frozen Food**
When the contents are insured the Frozen Food, not exceeding the total sum insured specified in the schedule, covers damage to frozen food in a deep freeze or cold storage room at the premises as a result of:

- Due to a change in the temperature following breakdown of the refrigeration machinery
- Accidental failure of the public electricity or gas supply
- The action of accidental escape of refrigeration fumes from the equipment.

Policy **Excesses**

| **Section** | Policy **Excess** |
|---|---|
| Section 1. Money | £100 |
| Section 2. Stock in Trade | £100 |
| Section 3. Business Interruption | £Nil |
| Section 4. Frozen Food | £100 |
| Section 5 Portable Catering Equipment | £100 |

**Changes in Circumstances**

You must immediately tell us about any change in Your circumstances. In particular You must tell us if there is a change to:

- the storage address of the property insured
- the sum insured as listed in the schedule

**General Exclusions**

- Radioactive contamination
- Sonic Bangs
- War
- Terrorism
- Electronic Data Processing Media Valuation
- Cyber Liabilities
- Communicable Disease

**Significant Exclusions Or Limitations under Portable Catering Equipment**

- Loss or damage due to wear and tear
- Mechanical or electrical derangement
- Cleaning repairing or restoration
- Acts of fraud or dishonesty
- Loss of or damage to money documents, precious stones bullion gold or silver articles and jewellery
- Loss of or damage to glass other than arising from the explosion or theft or accident to the conveying vehicle
- Any consequential losses or any costs of replacing or reinstating data or rewriting documents
- Theft from unattended Vehicles unless:
  a) All doors, Windows and other openings are left closed, securely locked and properly fastened
  b) Entry or Access to the vehicle has been affected by forcible and violent entry
  c) Equipment is out of the view from the exterior of the vehicle

**How We settle Your claim**
Claims Settlement

Following loss or damage We will pay the cost of repair or replacement without reduction for wear and tear or depreciation except where:

a. the sum insured is less than the total cost of replacement as new

In which event the company will at its discretion:

i) pay the cost of replacement or repair less a deduction for wear and tear or depreciation

ii) proportionately reduce any payment by the same percentage as the sum insured bears to the replacement value

**How to make a claim under this Insurance**

In the event of a claim or any circumstance that is likely to result in a claim You must immediately notify the following

Woodgate and Clark Limited
42 Kings Hill Avenue
Kings Hill
West Malling
Kent
ME19 4AJ
Tel: 01732 520273
Out of office: 01732 520270
Email: new.claims@woodgate-clark.co.uk

# Event Organisers Schedule

| | |
|---|---|
| Certificate Policy Number: | CEQ390599/2021 |
| Insured: | Ngwafu Tansie trading as Gwafuvegan |
| Product | Outside Caterer |
| Period of Insurance: | Commencing 00:00:00 on the 14/07/2021 to 23:59:00 on the 13/07/2022 |

| **Liability** | **Limits of Indemnity** |
|---|---|
| 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.

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

## COPY FOR EVENT ORGANISERS

# Public Liability Schedule

| | |
|---|---|
| Certificate Policy Number: | CEQ390599/2021 |
| The Insured | Ngwafu Tansie trading as Gwafuvegan |
| Product | Outside Caterer |
| Period of Insurance: | Commencing 00:00:00 on the 14/07/2021 to 23:59:00 on the 13/07/2022 |

| **Liability** | **Limits of Indemnity** |
|---|---|
| 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.**

**Public Liability Schedule**

Signed in Brierley Hill, West Midlands for and on behalf of those Underwriters subscribing to this certificate
Dated this 25/06/2021