

Catering Trailer

Certificate Wording

Guide Catering Trailer Certificate Wording

This insurance is designed to provide cover for **You** as owners of a Catering Trailer.

There are certain obligations contained in this Certificate in pages 5-6 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 **Certificate** is not prejudiced.

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

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

The Certificate defines what is covered under separate sections 1-8. Within those Sections the extent of cover is explained together with obligations and exclusions specific to that Section.

Exclusions applying to the whole Certificate are contained within pages 21-24 and **We** will not pay a claim if these exclusions are applicable.

The General Certificate conditions pages in 25-26 sets out certain rights of **You** and **Us** and include clauses that apply to the whole of the Certificate.

The Certificate Definitions in pages in 28-29 provide the meaning to words and phrases wherever they appear in the Certificate. **You** will see words in bold which means that wherever they appear in this Certificate they are a definition .

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

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

In the unlikely event you feel that you need to make a complaint concerning this insurance you will find our complaints procedure on page 30-31.

Reading the Certificate

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

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

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Authorised Certificate

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

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

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

Provided always that:-

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

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



Authorised signatory

This is to certify that authorisation has been granted to Commercial Express Quotes Ltd under Contract Numbers JRPCX1702B1021 - ERGO Versicherung AG (UK Branch) 50% for their proportion, UKBPY1700016 - AmTrust Europe Limited 30% for their proportion and JRPCX1702B3004 & JRPCX1702B3005 - Certain Underwriters at Lloyd's 20% for their proportion for sections 1-5. Authorisation has been granted to Commercial Express Quotes Ltd under Contract Number B1262BW0181717 for sections 6-8.

Several Liability Notice

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

Obligations

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

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

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

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

Alteration in Risk

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

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

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

Out of use storage

You must ensure that when the **Trailer** is out of use, it must be parked either on **Your** driveway, or in a locked/secure compound at the address shown in the **Schedule** other than when parked overnight at a show or event, otherwise **We** will not pay any claim for **Loss** or **Damage** caused by or arising out of theft, attempted theft, malicious damage or arson.

Cleaning

You must ensure that all cooking extraction equipment and all ducting grease traps or filters of any deep fat frying range or apparatus are cleaned at least once a month or at shorter intervals if recommended by the manufacturer. **You** must keep a written record of the cleaning and the records must be kept available for **Our** inspection.

Otherwise **We** will not pay any claim for **Loss** or **Damage** caused by or arising out of fire or explosion.

Fire Extinguisher

You must ensure that the **Trailer** or **Static Unit** is fitted with a multi-purpose dry powder fire extinguisher of minimum 2kg capacity that is kept and maintained in accordance with manufacturers recommendations and also fitted with a fire blanket if the **Trailer** or **Static Unit** is equipped for the cooking or heating of food or drink. **You** must keep a written record of all the service and maintenance carried out and the records must be kept available for **Our** inspection.

Otherwise **We** will not pay any claim for **Loss** or **Damage** caused by or arising out of fire or explosion.

Gas Appliances and Gas Pipes Inspection

You must ensure that bottled gas appliances and all gas pipes are inspected for signs of **Damage** on a weekly basis. Any damage must be repaired immediately. **You** must keep a written record of the inspection and records must be kept available for **Our** inspection.

Otherwise **We** will not pay any claim for **Loss** or **Damage** caused by or arising out of fire or explosion.

Obligations (continued)

Gas Bottles

You must ensure that a written safety check procedure is in place at the commencement of the **Certificate** and in accordance with this procedure a full safety check on the **Trailer** is carried out to ensure any gas bottles are secure and all cooking apparatus is completely shut down prior to moving or attempting to manoeuvre the **Trailer**. The safety check procedure must be available for our inspection.

Otherwise **We** will not pay any claim for **Loss** or **Damage** caused by or arising out of fire or explosion.

Static Unit

You must ensure that the wheels and hitch of any **Static Unit** are permanently removed and that all security protections are in force at all times when the **Static Unit** is unattended.

Otherwise **We** will not pay any claim for **Loss** or **Damage** caused by or arising out of theft, attempted theft or malicious damage.

Trailer protections

You must ensure that any **Trailer** is fitted with a key operated hitch-lock (identified by its own key number), and wheel-clamp and that all security protections are in force at all times when the **Trailer** is unattended. A Wheel Clamp will not be required to be fitted to Hi-Lo Trailer, when Trailer is lowered, and wheels are not visible and/or accessible.

Otherwise **We** will not pay any claim for **Loss** or **Damage** caused by or arising out of theft, attempted theft or malicious damage.

Claims & Remedy Condition

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

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

It is important that **You**:

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

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

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

- i) avoid the contract, refuse all claims, and
- i) 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) ¹reduce 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 Certificate (or, if applicable, under the different terms provided for by virtue of paragraph (i)), where -

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

Section 1 - Trailer and Static Unit

Following **Loss** or **Damage** to the **Trailer**, **Static Unit** or **Fixed Equipment** specified in the **Schedule** 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** in accordance with following settlement conditions:

We will pay the cost of repair or replacement without deduction for wear and tear or depreciation except where:

- a) The **Sum Insured** is less than the total cost of replacement as new.
- b) The **Trailer** or **Static Unit** is older than 3 years.
- c) The **Fixed Equipment** is older than 3 years.

We will then at **Our** discretion either:

- 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.
- iii) Replace the **Trailer** or **Static Unit** with an equivalent **Unit**.

Exclusions to Section 1

This Section does not cover

- a) The first £250 of any **Loss** or **Damage**.
- b) **Loss** or **Damage** caused by wear, tear gradual deterioration, moth, insect or vermin, mechanical or electrical derangement or breakdown.
- c) **Loss** or **Damage** caused by climate or atmospheric conditions or extremes of temperature and **Loss** resulting from seepage, spillage and leaking or inherent vice.
- d) Unexplained shortages and/or mysterious disappearances.
- e) Any **Loss** or **Damage** caused as a direct result of overloading the **Trailer** or **Static Unit** beyond the manufacturers recommended weight limits.
- f) Any **Loss** or **Damage** to non-permanently **Fixed Equipment**, gas bottles or generators.
- g) Any **Loss** or **Damage** caused to the **Trailer** or **Static Unit** unless in the Insured' s custody or control unless otherwise stated in the **Schedule**.

Section 2 - 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 2

This Section does not cover

- a) The first £250 of any **Loss** or **Damage**.
- b) Theft unless following:
 - i) violent and or forcible entry to the **Trailer**, **Static Unit** or a premises occupied by **YOU** or **Your Employees**
 - 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 in the **Trailer** or **Static Unit**.
- 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 3 - Stock In Trade/Non Fixed Contents

Following **Loss** or **Damage** to **Stock in Trade/Non Fixed Contents** 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 3

This Section does not cover

- a) The first £250 of any **Loss** or **Damage**.
- b) **Loss** or **Damage** to personal possessions, any 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) Theft unless following violent and or forcible entry to the **Trailer** or **Static Unit**.

Section 4 - Business Interruption

We hereby agree to indemnify **You** following an **Insured Event** under Section 1 or 3 of this **Certificate** and the **Business** carried out by **You** be in consequence interrupted or interfered with. **We** will indemnify **You** against loss of **Gross Income** up to the **Sum Insured**.

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

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

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

Exclusions to Section 4

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.

Section 4 - Business Interruption (continued)

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 5 - 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 **Sums 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 5

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**.

Liability Sections

The **Underwriters** hereby agree subject to the terms, exceptions, conditions, endorsements and Limits of Indemnity of this Insurance to indemnify the **Insured** against

1. All sums which the **insured** shall become legally liable to pay as **damages** and in addition claimants costs and expenses in respect of **Bodily Injury** or loss of or **damage to Property** as defined in any Section to which this Insurance applies and which arises in connection with the **Business**.
2. All costs and expenses incurred with the written consent of the **Underwriters** in respect of any claim against the **Insured** which may be subject of indemnity under this Insurance Which may be the subject of indemnity under this Insurance.

Section 6 - Employers' Liability

Scope of Cover

Bodily Injury sustained by any employee of the **Insured** arising out of and in the course of his employment or engagement by the **Insured** and caused during the Period of Insurance:-

- a) in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or in connection with offshore installations within the Continental Shelf around those countries
- b) whilst temporarily outside the countries named in (a) provided that any such Employee is
 - i) ordinarily resident in any of the aforesaid countries
 - ii) engaged in non-manual work

Rights of Recovery

The indemnity provided under this Section is deemed to be in accordance with such provisions as any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man may require but the **Insured** shall repay to all **Underwriters** all sums paid by the **Underwriters** which the **Underwriters** would not have been liable to pay but for the provisions of such law.

Section 6 - Specific Exclusions

1) Terrorism

The liability under this Section for **damages**, costs and expenses payable in respect of any one claim against the **Insured** or series of claims against the **Insured** arising out of Terrorism shall not exceed £5,000,000.

Definition

Terrorism means an act - whether involving violence or the use of force or not - or the threat or the preparation 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) - which

- is designed to, or does
- Intimidate or influence a de jure or de facto government or the public or a section of the public, or
- disrupt any segment of the economy and
- from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

2) Road Traffic Act

This Section does not apply to or include legal liability 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

Section 6 - Specific Exclusions (continued)

3) Offshore Work

This Section does not apply to or include legal liability 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

Asbestos Exclusion

The **Underwriter's** liability under this section for **damages** and costs and expenses payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause and 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 shall not exceed £5,000,000.

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

Section 7 - Public Liability

Scope of Cover

- i) Accidental **Bodily Injury** to any person
- ii) Accidental **loss** of or **damage** to **Property**

happening anywhere within the Geographical Limits during the Period of Insurance.

Geographical Limits

- a) Great Britain and Northern Ireland, the Channel Islands or the Isle of Man or in connection with offshore installations within the Continental Shelf around those countries or
- b) Elsewhere in the World arising out of temporary **Business** visits by Employees
 - i) ordinarily resident in any of the aforesaid countries
 - ii) engaged in non-manual work

Limit of Indemnity

The liability of the **Underwriters** for all **damages** payable by the **Insured** under this Section to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of one original cause shall not exceed the amount specified in the Schedule

Section 7 - Specific Exclusion

The **Underwriters** shall not indemnify the **Insured** under this Section against liability

- a) for **loss** of or **damage** to **Property** belonging to the **Insured** or in the custody or control of the **Insured** or of any Employee of the **Insured** other than:
 - i) Employees' or Visitors' **Property**
 - ii) any premises including contents not being premises leased or rented to the **Insured** which are temporarily occupied by the **Insured** for the purpose of carrying out work in or to such premises
- b) arising from the ownership possession or use under the control of the **Insured** or any Employee of the **Insured** of:
 - i) any mechanically propelled vehicle but this exception shall not apply in respect of **Bodily Injury** or **loss** of or **damage** to **Property** arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation and the **Insured** is not entitled to indemnity under any other Certificate of indemnity or insurance
 - ii) any aircraft or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length)
- c) caused by any Goods after they have ceased to be in the custody or control of the **Insured** other than food or drink supplied primarily for the use of Employees or for entertainment purposes
- d) arising from professional advice given by the **Insured** for a fee or in circumstances where a fee would normally be charged

Section 8 - Products Liability

Scope of Cover

- a) accidental **Bodily Injury** to any person
- b) accidental **loss** of or **damage** to Property happening anywhere in the World during the Period of Insurance and caused by any Goods

Section 8 Specific Exception

The **Underwriters** shall not indemnify the **Insured** under this Section against liability

- a) Caused by or in connection with any Goods to the knowledge of the **Insured** manufactured sold supplied erected repaired altered treated transported serviced or installed by the **Insured** in or for delivery or use in the United States of America or Canada
- b) caused by any Goods in the custody or control of the **Insured**.

Limit of Indemnity

The liability of the **Underwriters** under this Section for all **damages** payable by the **Insured** in respect of all claim made against the **Insured** during the Period of Insurance shall not exceed the amount specified in the Schedule.

Sections 6 & 7 - Exclusions

Terrorism

The **Underwriters** shall not indemnify the **Insured** under this Section in respect of injury, **loss**, **damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism.

Section 8 - Products Liability (continued)

Definition

Terrorism means an act - whether involving violence or the use of force or not - or the threat or the preparation 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) - which

- is designed to, or does
- intimidate or influence a de jure or de facto government or the public or a section of the public, or
- disrupt any segment of the economy and
- from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

Fungus, Mould and Mildew

The **Underwriters** shall not indemnify the **Insured** under this Section against:

1. **Damages**, direct or consequential, on account of "**bodily injury**", "**property damage**", "personal or advertising injury", or "medical payments" arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
2. 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
3. Any obligation or duty to defend any actions on account of "**bodily injury**", "**property damage**", "personal or advertising injury" or "medical payments" arising out of, resulting from, or in any way related to 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, "**bodily injury**" shall include mental anguish, mental injury and/or emotional distress.

All other terms and conditions of this Insurance remain unchanged.

Component Building Material Exception

The **Underwriters** shall not indemnify the **Insured** under this Section in respect of injury, **loss, damage**, cost or expense or expense of whatsoever nature 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.

Asbestos Conditions

Underwriters will not indemnify the **insured** in respect of any liability 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**.

Liability Sections 6,7 & 8 - Specific Conditions

1. The **Insured** shall
 - a) give immediate notice to the **Underwriters** of anything which may give rise to a claim being made against the **Insured** and for which there may be liability under this Insurance
 - b) advise the **Underwriters** in writing immediately the **Insured** has knowledge of any impending prosecution inquest or fatal accident inquiry in connection therewith
2. The **Insured** shall provide the **Underwriters** with such particulars and information as the **Underwriters** may require and shall forward to the **Underwriters** immediately on receipt every letter, writ, summons and process. The **Underwriters** shall be entitled at their discretion to take over and conduct in the name of the **Insured** the defence or settlement of any claim and to prosecute at their own expense and for their benefit any claim for indemnity or **damages** against any other persons and the **Insured** shall give all information and assistance required. No admission of liability or offer promise or payment shall be made without the written consent of **Underwriters**.
3. The **Underwriters** may at any time at their sole discretion pay to the **Insured** the maximum sum payable under this Insurance or any lesser sums for which any claim or claims can be settled and the **Underwriters** shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment. Provided that in the event of a claim or series of claims resulting in a liability of the **Insured** to pay a sum in excess of the Limit of Indemnity the **Underwriters** liability for such costs and expenses shall not exceed an amount being in the same proportion as the **Underwriters** payment to the **Insured** bears to the total payment made by or on behalf of the **Insured** in settlement of the claim or claims.
4. The **Insured** shall take all reasonable care to prevent accidents and to maintain his premises plant and everything used in the **Business** in proper repair and to employ only competent Employees and to act in accordance with all statutory obligations and regulations. The **Insured** shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.
 4. If at the time of any claim there is or but for the existence of this Insurance would be any other Certificate of indemnity or insurance in favour of or effected by or on behalf of the **Insured** applicable to such claim the **Underwriters** shall not be liable under this Insurance to indemnify the **Insured**
 5. in respect of such claim except beyond the amount which would be payable under such indemnity or insurance had this Insurance not been effected.
6. This Insurance including the Schedule, Definitions, Sections, Extensions, Conditions and Endorsements 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 Insurance shall bear that meaning wherever it may appear.
7. Where this insurance is arranged on an adjustable basis the **Insured** shall keep accurate records and make declarations to **Underwriters** in respect of the period of Insurance that the necessary adjustment of premium may be made under this insurance as follows:

All remunerations paid to Employees and all payments made to self employed persons or employees or labour only sub-contractors for whom liability is assumed or on such other adjustable basis as may be agreed the **Insured** shall allow **Underwriters** access to such records when requested to do so. Within one month of expiry of each Period of Insurance the **Insured** shall supply the **Underwriters** with a true statement of the particulars necessary for assessment of premium and should these particulars differ from the estimates upon which premium has been paid the difference in premium shall be met by a further proportionate payment or refund as the case maybe.

Failure to supply such particulars shall entitle the Underwriter to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.

8. The **Underwriters** may cancel this Insurance by sending 14 days notice by registered letter to the **Insured** at his last know address and in such event the **Insured** shall become entitled to the return of a proportionate part of the premium corresponding to unexpired portion of the Period of Insurance.

Liability Sections 6, 7 & 8 - Specific Conditions (continued)

9. The **Insured** shall give the **Underwriters** immediate notice in writing of any alteration which materially affects the risk **insured**.
10. The due observance of the terms provisions conditions and endorsements of this Insurance by the **Insured** in so far as they relate to anything to be done or complied with by the **Insured** and the truth if the statements and answers and information supplied or in connection with the said proposals shall be a condition precedent to any liability of the **Underwriters** to make any payment under this Insurance.

Liability Sections 6, 7 & 8 - General Extensions

Defence Costs

The **Underwriters** will also pay all Defence Costs.

Defence Costs include legal expenses:

- incurred by or awarded against the **Insured** arising out of any prosecution of the **Insured**:
- for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)
- for any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect)

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

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

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 Certificate is specifically endorsed to the contrary.

Contractual Liability and Indemnity to Principal

The **Underwriters** will subject otherwise to the terms exceptions conditions and endorsements of this Insurance indemnify the **Insured** under Section 6 and 7 against liability in respect of **Bodily injury** or **loss** of or **damage** to **Property** as follows

To the extent that any contract or agreement entered into by the **Insured** with any Principal so requires the **Underwriters** will

- a) indemnify the **Insured** against liability assumed by the **Insured**
- b) indemnify the Principal in like manner to the **Insured** in respect of the liability of the Principal

arising out of the performance by the **Insured** of such contract or agreement.

Provided that:

Liability Sections 6, 7 & 8 - General Extensions (continued)

- i) the conduct and control of claims is vested in the **Underwriters**
- ii) the Principal shall observe fulfil and be subject to the terms and conditions and endorsements of this Insurance so far as they can apply
- iii) the indemnity shall not apply to liability in respect of liquidated **damages** or under any penalty clause
- iv) the indemnity granted under Section J shall only apply in respect of liability to any person who is an Employee of the **Insured**

Where any indemnity is provided to any Principal the **Underwriters** will treat each Principal and the **Insured** as though a separate Insurance had been issued to each of them provided that nothing in this clause shall increase the liability of the **Underwriters** to pay any amount in respect of any one claim or during any one Period of Insurance in excess of the amount stated in the Limits of Indemnity.

Liability Sections 6, 7 & 8 - General Exceptions

1. No indemnity shall be given in respect of any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or part) unless the Insured has requested that there shall be no such limitation and has accepted the terms offered by **Underwriters** in granting such cover which offer and acceptance must be signified by specific endorsement to the Insurance.
2. The **Underwriters** shall not indemnify the **Insured** under this Insurance against any liability which is assumed by the **Insured** by agreement (other than liability arising out of a condition of warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.
3. The **Underwriters** shall not indemnify the **Insured** under this Insurance against any liability whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly of nuclear component thereof but as far as concerns **Bodily injury** to any Employee which arises out of and in the course of his employment or engagement by the **Insured** this exception shall apply only in respect of
 - i) liability of any Principal
 - ii) liability assumed by the **Insured** by agreement and which would not have attached in the absence of such agreement
4. The **Underwriters** shall not indemnify the **Insured** under this Insurance against liability for:
 - i) punitive or exemplary **damages**
 - ii) multiplied **damages**
5. The **Underwriters** shall not indemnify the **Insured** under Section 7 or 8 of this Insurance against liability
 - i) in respect of **Bodily injury** sustained by an Employee which arises out of and in the course of his employment or engagement by the **Insured**
 - ii) for any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
 - iii) in respect of **loss** of or **damage** to or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling or making any refund in respect of the Goods
 - iv) in respect of **loss** of or **damages** arising from the failure of Goods to perform their intended function
 - v) in respect of **Bodily injury** or **loss** of or **damage** arising from Goods used with the **Insured**'s knowledge in connection with aircraft, watercraft or offshore structure.
 - vi) Arising from circumstances know to the **Insured** prior to the inception date of this Insurance.

Liability Sections 6, 7 & 8 - General Exceptions (continued)

6. The **Underwriters** shall not indemnify the **Insured** under Sections 7 or 8 of this Insurance against liability directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures of water or land or the atmosphere but this exception shall not apply in respect of pollution or contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Period of Insurance.

Sections 6, 7 & 8 General Definitions

Insured shall mean

- a) the first named party in the Schedule
- b) any Associated or Subsidiary Company of the first named party and which is named in the Schedule operating in or from premises in Great Britain, Northern Ireland the Channel Islands or the Isle of Man
- c) at the request of the **Insured**
 - i) any director or Employee of the **Insured** while acting on behalf of or in the course of his employment or engagement by the **Insured** in respect of liability for which the **Insured** would have been entitled to indemnity under this Insurance if the claim against any such person had been made against the **Insured**
 - ii) any officer member or Employee of the **Insured's** social sports or welfare organisation or fire first aid or ambulance service in his respective capacity as such
 - iii) any director partner or senior official of the **Insured** in respect of private work carried out by an Employee of the **insured** for any such person with the consent of the **Insured**
 - iv) in the event of the death of the **Insured** the personal representative of the **Insured** in respect of liability incurred by the **Insured**

Provided that such person shall as though he were the **Insured** observe fulfil and be subject to the terms, exceptions, conditions and endorsements of this Insurance as far as they can apply.

Business shall mean the description shown in the Schedule and

1. the ownership repair and maintenance of the **Insured's** own **property**
2. the provision and management of canteen social sports and welfare organisations for the **Insured's** Employees
3. the provision and management of first aid fire and ambulance services
4. private work carried out with the consent of the **Insured** for any director partner or senior official of the **Insured** by an Employee of the **Insured** and no other for the purposes of this Insurance

Bodily Injury shall mean death injury illness or disease

Property shall mean material **property**

Employee

Employee shall mean

- a) any person under a contract of service or apprenticeship with the **Insured**
- b)
 - i) any labour master or labour only sub-contractor or person supplied by any of them
 - ii) any self-employed person providing labour only
 - iii) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the **Insured**
 - iv) any person participating in any Government or otherwise authorised work experience training study exchange or similar scheme while engaged in working for the **Insured** in connection with the **Business**

Goods

Goods shall mean any good or products (including container labelling instructions or advice provided in connection therewith) manufactured, sold, supplied, erected, repaired, altered, treated, transported, serviced or installed by the **Insured** in the course of the **Business**.

Excess

Excess shall mean the amount specified in the Schedule for which the **Insured** will be responsible in respect of each and every claim in respect of **loss** or **damage** to **Property**.

General Exclusions

Asbestos Exclusion

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

Contamination and Pollution Exclusion Clause

1. This **Certificate** does not cover any loss, liability, **Damage** or liability due to contamination, soot, deposit, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

2. This Exclusion does not apply if such **Loss** or **Damage** arises out of one or more of the following perils;
 - i) Fire, lightning, explosion, impact of aircraft
 - ii) vehicle impact, sonic boom
 - iii) accidental escape of water from any tank, apparatus or pipe
 - iv) riot, civil commotion, malicious damage
 - v) storm, hail
 - vi) flood inundation
 - vii) earthquake
 - viii) landslide, subsidence
 - ix) pressure of snow, avalanche
 - x) volcanic eruption

General Exclusions (continued)

Electronic Data Exclusion

1) Electronic Data Exclusion

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

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

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

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

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

Listed Perils;

i) Fire

ii) Explosion

2) Electronic Data Processing Media Valuation

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

Institute Radioactive Contamination Exclusion Clause

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

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

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

General Exclusions (continued)

Micro-Organism Exclusion Clause

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

This Exclusion applies regardless whether there is;

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

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

Northern Ireland Overriding Exclusion

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

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

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

Nuclear Energy Risks Exclusion Clause

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

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

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

General Exclusions (continued)

Sonic Bangs

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

Terrorism Exclusion

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

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

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

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

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

War and Civil War Exclusion Clause

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

General Conditions

Cancellation

We may cancel this Certificate by writing to **You** at **Your** last or known address confirming that all cover will end 14 days after the date of **Our** letter; or **You** may cancel this Certificate by giving **Us** written instructions. If **You** or **We** cancel this Certificate, and **You** have not made a claim during the current period of this Certificate, **We** will refund the premium of Sections 1, 2, 3, 4 and 5 only, less an administration fee, for any remaining period of cover. No premium will be refunded for amounts under £50.00 + IPT + any administration fee. No premium will be refunded in respect of section 6, 7 and 8.

Rights to Recovery

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

Other Insurance

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

Contracts (Rights of Third Parties) Act

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

Data Protection Act 1998

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

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

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

E.U. Disclosure Clause

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

Fraud

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

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

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

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

Certificate Conditions (continued)

Instalment Premiums

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

Subrogation

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

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

Certificate Excesses - As below unless specified otherwise in **Your** schedule.

The following excesses apply to each and every claim.

Section	Certificate Excess
Section 1. Trailer or Static Unit	£250
Section 2. Money	£100
Section 3. Stock in Trade / Non Fixed	£100
Section 4. Business Interruption	£Nil
Section 5. Frozen Food	£100
Section 6. Employers Liability	£Nil
Section 7. Public Liability	£250
Section 8 Product Liability	£250

Claims Procedure Applicable to all Sections

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

To report a claim, under sections 1 - 5, please call, Cunningham Lindsey - **0345 604 6615**

To report a claim, under sections 6 - 8 (**LIABILITY ONLY**), please call - **0330 100 6479**

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

You must do the following:

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

You must not do the following:

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

We may do the following:

1. Appoint a loss adjuster to deal with the claim.
2. Arrange to repair the **Damage** to the **Property**.
3. Take over and conduct in the name of **You** and/or person claiming to be identified under this Certificate the defence or settlement of any claim and to prosecute in the name of **You** and/or other person for **Our** benefit any claim for indemnity or **Loss, Injury** or **Damage** or otherwise against any third party and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim.

Definitions

Business means the ownership or occupation of the **Trailer** or **Static Unit** by **You** only for the purpose of retailing food or drink or as agreed by **Us**, including incidental repair and maintenance of the **Trailer** or **Static Unit**.

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

Damage means accidental physical **Damage**.

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

Fixed Equipment means any equipment or apparatus permanently fixed (fixtures and fittings) to the **Trailer** or **Static Unit** but excluding Generators and Gas Bottles.

Bodily Injury Injury means **Death, Injury, illness or disease**.

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

Limit of Liability means the applicable Limit of **Our Liability** to **You** as defined in the Schedule and/or the **Limits of Liability** section of this Certificate.

Loss means accidental physical **Loss**.

Locked/Secure Compound means any location, behind locked gates with no other unsecured access.

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.

Non Fixed Contents means Trade Equipment & Utensils which are not permanently fixed to the **Trailer** or **Static Unit**.

Pollution or Contamination means

1. **Pollution or Contamination** of buildings or other structures or of air or water or land and
2. **Injury, Loss or Damage** directly or indirectly caused by such **Pollution or Contamination**.

Premises means **Catering Trailer** or **Static Unit** not in schedule

Principal means any public authority company firm or person to whom **You** have contractually agreed to supply services in accordance with **Your Business**.

Product means any goods or products (including their containers) sold or supplied by **You** in the course of **Your Business**.

Property Insured means **Trailer, Fixed Equipment, Non Fixed Contents** and **Stock in Trade**.

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

Static Unit means the unit specified in the **Schedule** that is not by itself a mechanically propelled vehicle and that has been specifically manufactured or converted for the purposes of retailing food or drink or as agreed by **Us** and used solely for that purposes.

Definitions (continued)

Sum Insured /Limit of Indemnity

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

Stock In Trade means trade contents being stock in trade & Utensils.

Territorial Limits means the United Kingdom.

Trailer means any trailer that is not by itself a mechanically propelled vehicle and that has been specifically manufactured or converted for the purposes of retailing food or drink or as agreed by **Us** and used solely for that purposes.

Vessel or Craft means any Vessel or Craft or object made or intended to float on or in or travel on or through water or air.

We/Us/Our/Underwriters means ERGO Versicherung AG (UK Branch), AmTrust Europe Limited and Certain Underwriters at Lloyd' s and/or the Insurers whose identity is stated in the Endorsement entitled Identity of Insurers and whose proportionate liability will be detailed on request.

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

Complaints

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

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

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

In respect of all sections other than Employers, Public & Products Liability then please write to
The Complaints Manager
Ergo Versicherung AG, UK Branch
Munich RE GROUP offices
Plantation Place - 3rd Floor
30 Fenchurch Street
London
EC3M 3AJ
Phone 020 3003 7444
Complaints@ergo-commercial.co.uk

In respect of Employers, Public & Products Liability please write to

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

And your concerns will be forwarded onto **Your** Insurer. Whilst reviewing your complaint Your Insurer will

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

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

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

The Financial Ombudsman Service

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

Further information is available from them and on www.financial-ombudsman.org.uk.

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

Complaints (continued)

Financial Services Register

The Financial Services Register can be checked by visiting the Financial Conduct Authority website on www.fca.org.uk or by calling 0800 111 6768.

Financial Services Compensation Scheme

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