



Portable Catering Equipment

Certificate Wording

Guide to Outside Caterer (Material Damage) Certificate Wording

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

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

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

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

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

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

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

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

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

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

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

Reading the Certificate

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

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

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Authorised Certificate

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

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

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

Provided always that:-

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

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



Authorised signatory

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

Several Liability Notice

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

Obligations

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

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

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

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

Alteration in Risk

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

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

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

MINIMUM SECURITY

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

Unattended Vehicles

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

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

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

Claims & Remedy Condition

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

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

It is important that **You**:

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

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

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

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

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

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

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

- (i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and
- (ii) 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 - Money

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

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

Exclusions to Section 1

This Section does not cover

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

Section 2 - Stock In Trade

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

Exclusions to Section 2

This Section does not cover

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

Section 3 - Business Interruption

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

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

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

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

Exclusions to Section 3

This Section does not cover

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

Conditions applicable to this Section

Alternative Trading

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

Ceased Trading

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

VAT

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

Definitions Applicable to this Section

Indemnity Period

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

Gross Income

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

Standard Gross Income

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

Section 4 - Stock Deterioration Following Refrigeration Breakdown

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

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

Conditions applicable to this section

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

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

Exclusions to Section 4

This Section does not cover

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

Section 5 Tools Cover

Cover

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

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

General Exclusions

Asbestos Exclusion

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

Contamination and Pollution Exclusion Clause

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

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

General Exclusions continued

Electronic Data Exclusion

1) Electronic Data Exclusion

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

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

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

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

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

Listed Perils;

- i) Fire
- ii) Explosion

2) Electronic Data Processing Media Valuation

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

Institute Radioactive Contamination Exclusion Clause

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

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

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

General Exclusions continued

Micro-Organism Exclusion Clause

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

This Exclusion applies regardless whether there is;

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

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

Northern Ireland Overriding Exclusion

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

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

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

Nuclear Energy Risks Exclusion Clause

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

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

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

General Exclusions continued

Sonic Bangs

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

Terrorism Exclusion

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

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

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

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

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

War and Civil War Exclusion Clause

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

General Conditions

Cancellation

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

Rights to Recovery

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

Other Insurance

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

Contracts (Rights of Third Parties) Act

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

Certificate Conditions (continued)

Data Protection Act 1998

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

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

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

E.U. Disclosure Clause

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

Fraud

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

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

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

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

Instalment Premiums

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

Subrogation

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

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

Definitions

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

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

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

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

Damage means accidental physical **Damage**.

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

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

Loss means accidental physical **Loss**.

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

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

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

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

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

Territorial Limits means the United Kingdom.

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

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

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

Claims Procedure

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

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

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

You must do the following:

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

You must not do the following:

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

We may do the following:

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

Complaints

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

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

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

In respect of all sections please write to

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

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

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

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

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

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

The Financial Ombudsman Service

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

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

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