



COMMERCIAL
EXPRESS

Outside Caterers

Liability Wording

Outside Caterers Liability Policy Wording

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

This Policy is arranged by Commercial Express Quotes Limited who act as Our agent in respect of this insurance under Binding Authority Agreement number B6022PK22RQ466W2X

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

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

This insurance is provided by Ascot Syndicate 1414 at Lloyd's. Syndicate 1414 at Lloyd's is managed by Ascot Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered in England and Wales No.04098461.

Registered Office:

20 Fenchurch Street,
London,
United Kingdom
EC3M 3BY.

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

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

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

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

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



Authorised signatory on behalf of Insurers.

Your Personal Information Notice

The basics

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

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

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

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

If you provide other people's details to us

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

If you would like more information

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

Contacting us and your rights

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

Data Protection Officer

Ascot Underwriting Limited

20 Fenchurch Street

London EC3M 3BY

+44 20 7743 9600

DPO@ascot.com



LIABILITY INSURANCE

1. OPERATIVE CLAUSE

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

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

2. DEFINITIONS

For the purpose of this Policy:

2.1 Insured means:

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

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

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

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

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

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

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

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

2.5 Person Employed means any:

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

2.5.2 labour master and persons supplied by him

2.5.3 person employed by labour only sub-contractors

2.5.4 self employed person under the control of the Insured

2.5.5 person hired to or borrowed by the Insured

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

2.6 Insurers means Ascot Syndicate 1414 at Lloyd's.

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

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

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

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

3 INDEMNITY TO OTHERS

The indemnity granted extends to:

- 3.1 managerial or supervisory Employees of the Insured in their business capacity for legal liabilities arising out of the performance of the Business and any director or partner of the Insured in respect of private work undertaken by any Person Employed for such director or partner with the prior

consent of the Insured

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

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

4 CROSS LIABILITIES

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

5 LIMITS OF INDEMNITY

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

Provided always that the Limit of Indemnity:

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

6 DEFENCE COSTS

The Insurers will also pay all Defence Costs.

Defence Costs include legal expenses:

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

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

- 6.2 arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry
- 6.3 arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy
- 6.4 Defence Costs will be payable in addition to the Limits of Indemnity except in respect of Section A when the Limit of Indemnity will be inclusive of Defence Costs unless this Policy is specifically endorsed to the contrary.



COMPENSATION FOR COURT ATTENDANCE

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

7.1 any director or partner	£250
7.2 any Employee	£100

SECTION A - EMPLOYERS' LIABILITY

8 SECTION A - INDEMNITY

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

9 SECTION A - EXCLUSIONS

This Section does not apply to or include legal liability:

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

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

10 SECTION A - COMPULSORY INSURANCE CLAUSE

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

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

SECTION B - PUBLIC LIABILITY

11 SECTION B - INDEMNITY

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

12 SECTION B - EXCLUSIONS

This Section does not apply to or include legal liability:

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

12.2 arising out of or in connection with any Product.

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

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

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

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

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

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

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

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

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

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

SECTION C - PRODUCTS LIABILITY

13 SECTION C - INDEMNITY

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

14 SECTION C - EXCLUSIONS

This Section does not apply to or include legal liability:

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

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

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

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

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

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

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

GENERAL EXCLUSIONS

15. EXCLUSIONS APPLICABLE ONLY TO SECTIONS B & C

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

15.1 arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage

15.2 arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties

15.3 arising out of Pollution of the atmosphere or of any water, land, buildings or other tangible property except to the extent that the Insured demonstrates that such Pollution;

15.2.1 was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of this Insurance

15.2.2 was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution

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

15.4 directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

15.5 directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with an act of Terrorism. These Sections also exclude legal liability directly or indirectly occasioned by, happening through, in consequence of, arising out of, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

15.6 directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any:

- a. fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
- b. any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
- c. any obligation or duty to defend any actions directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens

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

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

15.7 directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

15.8 arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

15.9 Directly or indirectly resulting from, or in consequence of any travel package arrangement.

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

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

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

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

15.11

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

16 EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

This Policy does not apply to or include legal liability:

16.1 directly or indirectly caused by or contributed to by or arising from:

16.1.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

16.1.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

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

a. of any party to whom Indemnity is granted under Clause 3.4. (or their personal representatives)

b. assumed by the Insured by agreement which would not have attached in the absence of such agreement

16.2 for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever

16.3 for the Excess stated in the Schedule in respect of the first amount of each claim arising out of Damage

16.4 which forms the subject of insurance by any other Policy and this Policy shall not be drawn into contribution with such other insurance.

GENERAL CONDITIONS

17 GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

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

- 17.1 The Insured shall give immediate notice in writing to the Insurers of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as the Insurers may require. Every claim, writ, summons, notice of adjudication, referral notice or process and all documents relating thereto shall be forwarded to the Insurers immediately they are received.
- 17.2 No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Insurers who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Insurers may reasonably require.
- 17.3 The Insurers may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Insurers shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of Defence Costs incurred prior to the date of such payment (unless the Limit of Indemnity is stated to be inclusive of Defence Costs).
- Provided that if the Insurers exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Limit of Indemnity and such excess amount is insured either in whole or in part, with Defence Costs payable in addition to the Limit of Indemnity under this Policy then the Insurers will also contribute their proportion of subsequent Defence Costs incurred with their consent as the Limit of Indemnity bears to the amount paid to dispose of a claim.
- 17.4 The Insured shall give notice to the Insurers of any alteration or circumstance which materially affects the risks insured under this Policy and until the Insurers be advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and the Insured has paid or agreed to pay the additional premium (if any) the Insurers shall not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance.
- 17.5 Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and within 90 days of expiry of the Period of this Insurance declare such particulars as the Insurers require. The premium shall then be adjusted and any difference paid or allowed to the Insured as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to employees, the required declaration shall also include remuneration to all persons defined as Persons Employed by this Policy. Failure to declare such particulars to the Insurers shall entitle the Insurers to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.
- 17.6 Any written proposal and/or declaration made by the Insured shall form the basis of this contract of insurance and is deemed to be incorporated herein.
- 17.7 If any claim under this Policy is in any respect fraudulent this Policy shall become void and all benefit hereunder shall be forfeited.
- 17.8 Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the law of England. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule

shall bear such specific meaning wherever it may appear.

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

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

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

17.11 Data Protection

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

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

Data Protection Officer

Ascot Underwriting Limited

20 Fenchurch Street

London EC3M 3BY

+44 20 7743 9600

DPO@ascot.com

17.12 E.U. Disclosure Clause (UK) Notice to the Proposer/Insured

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

17.13 Several Liability

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

17.14 Cancellation

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

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

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

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

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

Your Cancellation Rights

Prior to the start of the Period of Insurance

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

During the cooling-off period of 14 days

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

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

Upon receiving Your instructions, We will cancel this Policy:

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

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

After the cooling-off period

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

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

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

Our Cancellation Rights

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

We will only do this for a valid reason.

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

- i) non-payment of premium in which case cancellation is effective from the start date of the Period of Insurance this has the same effect as if You have never had any cover or protection from this Policy.
- ii) a change in risk occurring which means that We can no longer provide You with insurance cover;
- iii) Your non-cooperation or failure to supply any information or documentation We request;
- iv) Your threatening or abusive behaviour or use of threatening or abusive language.

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

18 Claims Procedure

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

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

What to do in the event of a claim

You should take all reasonably practicable steps to mitigate or reduce further **Damage** or Bodily Injury. No prior approval is required.

If possible provide evidence in the form of photos of damage, injury and documentation including quotes, invoices or receipts.

You should not admit liability even if asked to do so by a third party.

You shall give **Us** or **Our** representative all necessary assistance.

Complete and return any claim form sent to **You**, as soon as possible.

19. Complaints Procedure

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

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

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

Woodgate and Clark Limited
42 Kings Hill Avenue,
Kings Hill,
West Malling,
Kent
ME19 4AJ

Phone: 01732 520270

Email: complaintsdept@woodgate-clark.co.uk

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

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

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

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

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

A copy of Commercial Express' complaints procedure can be viewed at

<https://www.commercialexpress.co.uk/complaints>

Alternatively, a copy can be provided on request.

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

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

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

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

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

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

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

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

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

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square

London

E14 9SR

Tel: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK)

Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

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

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

Financial Services Compensation Scheme (FSCS)

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

Financial Services Compensation Scheme

PO Box 300

Mitcheldean

GL17 1DY

Email: enquiries@fscs.org.uk

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

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

Web: www.fscs.org.uk