

Outside Caterer Liability Insurance Summary of Cover

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

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

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

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

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

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

Authorisation and regulation

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

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

Registered Office:
20 Fenchurch Street,
London,
United Kingdom
EC3M 3BY.

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

Duration of Cover

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

Significant Features and Benefits

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

Section A-Employers' Liability

Use this section with the corresponding schedule in the full Policy wording

Significant features and benefits of cover

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

Significant and Unusual Exclusions

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

Section B-Public Liability

Use this section with the corresponding schedule in the full Policy wording.

Significant features and benefits of cover

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

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

Section C-Products Liability

Use this section with the corresponding schedule in the full Policy wording

Significant features and Benefits of Cover

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

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

Significant and Unusual Exclusions for Sections B & C

Insurers will not pay under these sections for liability arising from:-

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

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

Limit of Indemnity

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

Section A, Employers' Liability

The limit of indemnity is £10,000,000 in any one occurrence, but limited to £5,000,000 in any one occurrence in respect of acts of terrorism and for claims arising from asbestos.

The Employers Liability limit of indemnity is inclusive of your own defence costs.

Sections B & C, Public and Products Liability

The limit of indemnity for Public Liability cover applies in respect of any one occurrence or series of occurrences arising out of one originating cause. The public liability limit in respect of Pollution applies to all occurrences during the Period of Insurance.

The Products Liability limit is the total limit for all occurrences during the Period of Insurance.

Unless stated otherwise, your own defence costs, incurred with our consent, will be covered in addition to these limits.

Legal Jurisdiction.

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

Significant General Exceptions

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

Excess

As stated on the schedule of insurance.

Claims Procedure

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

Woodgate and Clark Limited

42 Kings Hill Avenue,

West Malling

Kent

ME19 4AJ

Tel: 01732 520273

Out of office: 01732 520270

Email: new.claims@woodgate-clark.co.uk

Complaints Procedure

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

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

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

Woodgate and Clark Limited

42 Kings Hill Avenue

Kings Hill

West Malling Kent

ME19 4AJ

Tel: 01732 520270

Email: complaints@woodgate-clark.co.uk

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

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

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

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

The Compliance Manager

Commercial Express

B1 Custom House

The Waterfront

Level Street

Brierley Hill DY5 1XH

Phone: 01384 473201

Email: complaints@commercialexpress.co.uk

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

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

Alternatively, a copy can be provided on request.

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

Complaints Manager

Ascot Underwriting Limited

20 Fenchurch Street

London EC3M 3BY

Tel: +44(0)207 743 9600

Email: complaints.inbox@ascotgroup.com

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

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

Complaints Lloyd's

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

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

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

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

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

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

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

Financial Services Compensation Scheme (FSCS)

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

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

Cancellation rights

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

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

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

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

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

How to Pay

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