



COMMERCIAL
EXPRESS

Outside Caterer

Portable Catering Equipment Wording

Outside Caterer – Portable Catering Equipment Policy Wording

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

There are certain obligations contained in this Policy in page 6 that are important to us and that **We** rely upon **You** to comply with. The obligations clearly set out what **You** must do and what **You** must not do to ensure coverage under this Policy is not prejudiced.

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

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

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

Exclusions applying to the whole Policy are contained within pages 11-14 and **We** will not pay a claim if these exclusions are applicable.

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

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

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

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

In the unlikely event you feel that you need to make a complaint concerning this insurance you will find our complaints procedure on page 18-19.

Reading the Policy

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

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

Your Personal Information Notice

The basics

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

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

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

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

If you provide other people's details to us

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

If you would like more information

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

Contacting us and your rights

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

Data Protection Officer

Ascot Underwriting Limited

20 Fenchurch Street

London EC3M 3BY

+44 20 7743 9600

DPO@ascot.com

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Authorised Policy

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

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

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

Provided always that:-

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

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



Authorised signatory

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

Several Liability Notice

The subscribing **Underwriters'** obligations under contracts of insurance to which they subscribe are several and not joint and are

limited solely to the extent of their individual subscriptions. The subscribing **Underwriters** are not responsible for the subscription of any co subscribing **Underwriter** who for any reason does not satisfy all or part of its obligations.

Obligations

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

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

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

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

Alteration in Risk

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

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

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

MINIMUM SECURITY

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

Unattended Vehicles

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

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

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

Claims & Remedy Condition

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

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

It is important that **You**:

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

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

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

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

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

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

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

- (i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and
- (ii) 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 **Policy** (or, if applicable, under the different terms provided for by virtue of paragraph (i)), where

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

Section 1 - Money

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

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

Exclusions to Section 1

This Section does not cover

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

Section 2 - Stock In Trade

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

Exclusions to Section 2

This Section does not cover

- a) The first £100 of any **Loss** or **Damage**.
- b) **Loss** or **Damage** to personal possessions, tobacco, cigarettes, wines, spirits, jewellery, cameras, photographic equipment, watches, radios, mobile telephones, televisions, hi-fi equipment, video recorders, cassettes, discs, dvd players, tablets or computers, unless specifically agreed.
- c) **Loss** or **Damage** due to change of temperature contamination or deterioration of stock.
- d) **Loss** or **Damage** as a result of any shortages or accounting errors or omissions.
- e) **Loss** or **Damage** caused by or arising from the dishonesty of any of **Your** employees unless discovered by or reported to **You** within 7 days.
- f) **Loss** or **Damage** not reported to the police within 24 hours.
- g) **Loss** or **Damage** caused by or arising from Theft unless following violent and or forcible entry to the **Premises**
- h) **Loss** or **Damage** caused by or arising from wear, tear gradual deterioration, moth, insect, vermin or mould
- i) **Loss** or **Damage** caused by or arising from mechanical or electrical derangement or whilst undergoing cleaning, repair or restoration;

Section 3 - Business Interruption

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

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

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

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

Exclusions to Section 3

This Section does not cover

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

Conditions applicable to this Section

Alternative Trading

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

Ceased Trading

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

VAT

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

Definitions Applicable to this Section

Indemnity Period

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

Gross Income

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

Standard Gross Income

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

Section 4 - Stock Deterioration Following Refrigeration Breakdown

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

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

Conditions applicable to this section

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

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

Exclusions to Section 4

This Section does not cover

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

Section 5 Tools Cover

Cover

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

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

General Exclusions

Asbestos Exclusion

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

Contamination and Pollution Exclusion Clause

1. This **Policy** does not cover any loss, liability, **Damage** or liability due to contamination, soot, deposit, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.
2. This Exclusion does not apply if such **Loss** or **Damage** arises out of one or more of the following perils;
 - i) Fire, lightning, explosion, impact of aircraft
 - ii) vehicle impact, sonic boom
 - iii) accidental escape of water from any tank, apparatus or pipe
 - iv) riot, civil commotion, malicious damage
 - v) storm, hail
 - vi) flood inundation
 - vii) earthquake
 - viii) landslide, subsidence
 - ix) pressure of snow, avalanche
 - x) volcanic eruption

General Exclusions continued

Institute Radioactive Contamination Exclusion Clause

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

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

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

Micro-Organism Exclusion Clause

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

This Exclusion applies regardless whether there is;

- i) any physical loss or **Damage to 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 **Policy** that provides insurance, in whole or in part, for these matters.

Northern Ireland Overriding Exclusion

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

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

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

General Exclusions continued

Nuclear Energy Risks Exclusion Clause

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

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

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

Sonic Bangs

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

Terrorism Exclusion

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

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

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

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

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

War and Civil War Exclusion Clause

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

General Exclusions continued

Communicable Disease Exclusion

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

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

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

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

Cyber Exclusion

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

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

General Conditions

Cancellation

You may cancel this **Policy** at any time by notifying Commercial Express Quotes Limited via **Your** insurance adviser. If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the premium.

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

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

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

Your Cancellation Rights

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

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

During the cooling-off period of 14 days

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

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

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

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

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

After the cooling-off period

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

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

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

Our Cancellation Rights

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

We will only do this for a valid reason.

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

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

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

- ii) a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- iii) **Your** non-cooperation or failure to supply any information or documentation **We** request;
- iv) **Your** threatening or abusive behaviour or use of threatening or abusive language.

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

Rights to Recovery

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

Other Insurance

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

Contracts (Rights of Third Parties) Act

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

Policy Conditions (continued)

Data Protection

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

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

Data Protection Officer

Ascot Underwriting Limited

20 Fenchurch Street

London EC3M 3BY

+44 20 7743 9600

DPO@ascot.com

E.U. Disclosure Clause

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

Fraud

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

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

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

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

Instalment Premiums

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

Subrogation

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

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

Definitions

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

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

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

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

Damage means accidental physical **Damage**.

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

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

Loss means accidental physical **Loss**.

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

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

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

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

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

Territorial Limits means the United Kingdom.

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

We/Us/Our/Underwriters means Ascot Syndicate 1414 at Lloyd's

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

Claims Procedure

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

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

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

You must do the following:

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

You must not do the following:

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

We may do the following:

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

Complaints

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

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

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

Phone: 01732 520270

Email: complaintsdept@woodgate-clark.co.uk

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

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

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

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

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

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

Alternatively, a copy can be provided on request.

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

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

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

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

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

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

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

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

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

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

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

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

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

Web: www.financial-ombudsman.org.uk

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

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

Financial Services Compensation Scheme (FSCS)

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

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

Financial Services Compensation Scheme

PO Box 300

Mitcheldean

GL17 1DY

Email: enquiries@fscs.org.uk

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

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

Web: www.fscs.org.uk

GOVERNING LAW

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