

CX Outside Caterer (Material Damage) Certificate Wording

Effected through:

Commercial Express Quotes Limited

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Numbers JRPCX1102B3004 to the undersigned by certain Insurance Companies, whose names and the proportions underwritten by them appear below and are hereinafter referred to as "Underwriters" and in consideration of the premium specified herein.

THE UNDERWRITERS hereby agree to the extent and in the manner hereinafter provided, to indemnify the Assured against Loss or Damage sustained or legal liability for accidents happening during the period stated in the Schedule, after such Loss, Damage or liability are proved.

PROVIDED always that:

- 1) The liability of the Underwriters shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Underwriters;
- 2) This Certificate insures in respect ONLY of such of the sections hereof as are so specified in the Schedule.

IN WITNESS whereof this Certificate has been signed as follows:

Sections 1 - 4 100% with Certain Underwriters at Lloyd's

This Certificate is made and accepted subject to all the provisions, conditions, warranties and exclusions set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

In Witness whereof, this Certificate has been signed at the place stated and on the date specified in the Schedule on behalf of

For and on behalf of Underwriters:

Authorised signatory

Definitions

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

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

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

Bodily Injury

Injury means Death, Injury, illness or disease.

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

Loss means accidental physical Loss.

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

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

Pollution or Contamination means

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

Premises means the address noted in the Schedule.

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

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

Property means material Property or rights in relation to material Property.

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

Territorial Limits means the United Kingdom.

We/Us/Our/Underwriters

Means Certain Underwriters at Lloyd's

You/Your/Insured

Means the person or people named in the Schedule.

Section 1 - Money

Subject to any Terms, Conditions, Warranties and Exclusions in this Section and any General Terms, Conditions, Warranties and Exclusions, We hereby agree to indemnify You, for Loss or Damage to Money occurring during the period of this Certificate within the Territorial Limits, up to the sum insured as detailed in the Schedule, if

- a) Money is lost, stolen or Damaged by any cause,
- b) any safe is stolen or Damaged as a result of theft or attempted theft of Money,
- c) whilst in transit within the Territorial Limits.

This Certificate does not cover:

- a) The first £100 of any Loss or Damage.
- b) Theft unless following violent or forcible entry to the Premises or any vehicle.
- 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 employees unless discovered by or reported to You within 7 days.
- e) Loss or Damage of Unattended Money.
- 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

Subject to any Terms, Conditions, Warranties and Exclusions in this Section and any General Terms, Conditions, Warranties and Exclusions, We hereby agree to indemnify You, for Loss or Damage to the Stock in Trade occurring during the period of this Certificate within the Territorial Limits up to the sum insured as detailed in the Schedule.

This Certificate does not cover:

- a) The first £100 of any Loss or Damage.
- b) Loss or Damage to any tobacco, cigarettes, wines, spirits, jewellery, cameras, photographic equipment, watches, radios, mobile telephones, televisions, hi-fi equipment, video recorders, cassettes, discs, dvd players, pda's 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.

Section 3 - Business Interruption

Subject to any Terms, Conditions, Warranties and Exclusions in this Section and any General Terms, Conditions, Warranties and Exclusions, We hereby agree to indemnify You if during the period of insurance specified in the Schedule Your Property is damaged as defined under Section 1 or 3 and the Business carried out by You be in consequence is interrupted or interfered with, We will indemnify You against Loss of Gross Income up to the Sum Insured as detailed in the Schedule.

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.

This Certificate 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.

Section 3 Business Interruption (continued)

DEFINITIONS

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

Subject to any Terms, Conditions, Warranties and Exclusions in this Section and any General Terms Conditions, Warranties and Exclusions, We hereby agree to indemnify You up to the sum insured in respect of each item specified in the Schedule in the event of 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.

Conditions applicable to this section

It is a Condition Precedent to liability under this Section that the refrigerator Unit(s) is/are maintained by the manufacturer, installer or competent engineer under an annual maintenance contract. In respect of each Item separately, Our liability for any Loss or Damage, shall not exceed the respective sum insured specified in the Schedule, 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.

This Certificate does not cover

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.

The first £100 of any Damage.

This Section is also subject to the General Conditions and Exclusions of this Certificate.

General Terms, Conditions Precedent, Warranties and Exclusions applicable to Sections 1, 2, 3 and 4

Condition(s) Precedent

The following are Condition(s) Precedent to Our liability under the Certificate:

Other Insurance

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

Non Admittance or Repudiation of Liability

It is a Condition Precedent to Our liability under this Certificate that no admission, offer, promise, payment, indemnity or agreement shall be made or given by or on behalf of You and/or person claiming to be indemnified under this Certificate in connection with any claim or circumstance which may result in a claim under this Certificate without the prior written consent of Us.

Exclusions

Radioactive Contamination and Nuclear Assemblies Exclusion

This Certificate does not cover

1. any Loss, Injury destruction of or Damage to any property whatsoever, or any Loss or expenses whatsoever resulting or arising therefrom or any consequential Loss.
2. any legal liability of whatsoever nature.

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

- i. Ionising radiations or contamination by radioactive from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- iii. The causing, occasioning or threatening of harm of whatever means.
- iv. Putting the public or any section of the public in fear.

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

Sonic Bangs Exclusion

This Certificate does not cover any Loss, Injury or Damage or liability for Loss, Injury or Damage from pressure waves caused by aircraft or other flying devices travelling at or above the speed of sound.

Terrorism Exclusion

This Certificate does not cover any Loss, Injury, Damage or liability for Loss, Injury or Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from 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 Certificate an act of 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.

This Certificate also excludes Loss, Injury, Damage or liability for Loss, Injury or 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 We allege that by reason of this exclusion, any Loss, Injury, Damage or liability for Loss, Injury or Damage, cost or expense is not covered by this Certificate the burden of providing 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 Exclusion

This Certificate does not cover any Loss, Injury, Damage or liability for Loss, Injury 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 Terms, Conditions Precedent and Exclusions Applicable to all Sections

1) Cancellation

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

2) Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

3) Data Protection Act 1998

You should understand that any information You have provided will be processed by Us, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing Insurance and handling claims, if any, which may necessitate providing such information to other parties.

4) Governing Law

Under UK law You and We can choose the law that will apply to this contract unless You and We have agreed otherwise, this contract will be governed by the law of England and Wales.

5) Certificate Voidable

This Insurance shall be voidable in the event of non-disclosure, misrepresentation or misdescription in of any material fact or particular.

6) Reasonable care

You at your own expense must take all reasonable steps to prevent Injury and Damage.

7) Rights to Recovery

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

8) Observance

Observance of the Terms of this Certificate relating to anything to be done or complied with by You is a Condition Precedent to any liability of Insurers

9) Electronic Data Exclusion

Notwithstanding any provision to the contrary within this Certificate or any endorsement thereto, it is understood and agreed as follows:

- a) This Certificate does not insure Loss, Injury or Damage or liability for Loss, Injury or Damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

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

General Terms, Conditions Precedent, Warranties and Exclusions Applicable to all Sections (continued)

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

- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Certificate, subject to all its Terms, Conditions and Exclusions, will cover physical Loss Injury or Damage or liability for Loss, Injury or Damage occurring during the Certificate period to property insured by this Certificate directly caused by such listed perils below

Listed Perils

Fire
Explosion

10) Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within this Certificate or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Certificate suffer Loss or Damage insured by this Certificate, and then the basis of valuation shall be the cost of the blank media plus the costs of copying the electronic data from the back up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such electronic data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this Certificate does not insure any amount pertaining to the value of such electronic data to You or any other party, even if such electronic data cannot be recreated, gathered or assembled.

Claims Procedure Applicable to all Sections

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

To report a claim, under sections 1 - 4, please call:

Cunningham Lindsey - 0845 604 6615 or 02920 558639

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

It is a Condition Precedent that;

You must do the following:

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

You must not do the following:

1. Abandon any item to Us.
2. Dispose of any Damaged items before We have inspected them.
3. Negotiate, admit or settle any claim or offer without Our permission in writing.

We may do the following:

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

Complaints

Our aim is to provide a first class standard of service. However, if You have any cause for complaint, You should in the first instance, contact the intermediary who arranged this Certificate for You. If You are in any way dissatisfied with their response or require further information or assistance, then You should contact:

Commercial Express Quotes Limited
Unit 4 Castlegate Court,
Castlegate Way, Dudley
DY1 4RD

If You are not satisfied with the way a complaint has been dealt with You may ask Your Insurer / Underwriter to review your case.

In respect of all sections other than Employers, Public & Products Liability then please write to

Certificate Holder & Market Assistance
Lloyd's Market Services
One Lime Street
London
EC3M &HA

Telephone number : 0207 327 5693
Fax number : 0207 327 5225
Email : complaints@Lloyds.com

If You remain dissatisfied and wish to make a complaint, and You are an eligible complainant, You may refer the matter at any time to:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Tel No: 0845 080 1800

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

Definition of an Eligible Complaint

An eligible complaint is either a private individual, a business with a group annual turnover of less than £1million or a trustee of a trust with a net asset value of less than £1 million at the time of complaint.

Financial Services Compensation Scheme

Certain Underwriters at Lloyd's are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Certain Underwriters at Lloyd's is unable to meet its obligations to You under this contract. If You are entitled to compensation under this Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the

Financial Services Compensation Scheme
7th Floor, Lloyd's Chambers,
Portsoken Street,
London E1 8BN

and on their website www.fscs.org.uk

