

CX Catering Trailer Certificate Summary

About this Summary of Cover

This summary provides key information only about Us and the insurance cover available within CX Catering Trailer Insurance. This summary does not contain the full Certificate terms, conditions, exclusions and warranties applicable to and governing the insurance contract. These are set out in the Certificate wording, which can be found in the Certificate booklet. The Certificate booklet is available on request. If You are in any doubt as to the suitability of the insurance cover that will be available You should consult Your insurance agent before requesting insurance cover. WE RESERVE THE RIGHT TO CHANGE OR LIMIT ANY COVER.

About the Insurer

CX Catering Trailer Insurance is underwritten by Certain Underwriters at Lloyd's & International Insurance Company of Hannover Limited. Certain Underwriters at Lloyd's & International Insurance Company of Hannover Limited are authorised and regulated by the Financial Services Authority.

Duration of this Insurance

The period of insurance will be for 12 months unless otherwise agreed by us. The period of insurance will be shown in the Certificate Schedule.

How to Cancel this Insurance

We may cancel the 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 the certificate by giving us written instructions. If You or We cancel the certificate, and You have not made a claim during the current period of insurance, We will refund the premium, less an administration fee, for any remaining period of cover. No premium will be refunded for the Liability Sections 6, 7a and 7b and no amounts under £50.00 + IPT + any administration fee for the Property Sections 1, 2, 3, 4 and 5

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.

Our Service Commitment to You

Our aim is to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. At all times We are committed to providing You with the highest standard of service

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

In the event that You remain dissatisfied and wish to make a complaint, You can do so at any time by referring the matter to the Managing Director at Commercial Express Quotes Ltd. Their address is: -

Managing Director
Commercial Express Quotes Ltd
Unit 4, Castlegate Court
Castlegate Way
Dudley
DY1 4RD

If the matter is not resolved to Your satisfaction, please write to:
Sections 1 -5

Compliance Officer
Certificate Holder & Market Assistance
Lloyd's Market Services
One Lime Street
London
EC3M 7HA

Section 6 -8

Compliance Officer
International Insurance Company of Hannover Ltd
L'Avenir
Opladen Way
Bracknell, Berkshire
RG12 0PE

Complaints that cannot be resolved by Certain Underwriters at Lloyd's & International Insurance Company of Hannover Ltd may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaint process.

The Law Applicable to this Insurance

The parties are free to choose the law applicable to the insurance contract. Unless specifically agreed to the contrary this insurance shall be governed and interpreted in accordance with English law and subject to the jurisdiction of the Courts of England and Wales.

The Cover Available

We will insure only those Sections You request and We agree to insure.

Trailer or Static Unit are defined as: Any Trailer or Static Unit that is NOT by itself a mechanically propelled vehicle and that has been specifically manufactured or converted for the purposes of retailing food or drink or as agreed by Us and used solely for that purposes.

Fixed Equipment are defined as: Any equipment or apparatus permanently fixed (fixtures and fittings) to the Trailer or Static Unit but EXCLUDING generators & gas bottles

Money are defined as: Cash, Bank Notes, Cheques, Giro Cheques, Bankers' Drafts, Money Orders, Postal Orders, Bills of Exchange, Unused Postage Stamps and Certificates, Holidays with Pay Stamps, Credit Company Sales Vouchers and VAT Purchase Invoices and Luncheon Vouchers all belonging to You but only whilst in Your custody.

Stock in Trade are defined as: Trade Contents being Stock in Trade & Utensils

Key Benefits

Risks Covered

Trailer or Static Unit

To indemnify You against Loss or Damage to the Trailer or Static Unit and it's fixtures and fittings within the territorial limits during the period and not exceeding the total sum insured specified in the Certificate Schedule

Loss of Money

To indemnify You against:

- a. money if lost, destroyed or damaged by any cause
- b. any Safe or strong room belonging to You is lost, destroyed or damaged as a result or theft or attempted theft of money

whilst within or in transit between the United Kingdom and the Republic of Ireland, We will indemnify You by their option repairing, replacing or paying the amount of the loss, destruction or Damage

Stock in Trade / Non Fixed Contents

To indemnify You against physical Loss or Damage to Stock in Trade

Business Interruption

Cover under this section is automatically provided for Loss of Gross Income during the period and not exceeding the total sum insured specified in the schedule

The Indemnity Period is 12 months.

- Loss of Gross Income or
- Increase cost of working

Frozen Food

When the contents are insured the Frozen Food, not exceeding the total sum insured specified in the schedule, covers damage to frozen food in a deep freeze or cold storage room at the premises as a result of:

- Due to a change in the temperature following breakdown of the refrigeration machinery
- Accidental failure of the public electricity or gas supply
- The action of accidental escape of refrigeration fumes from the equipment.

Legal Liability Section

Employers Liability	£10,000,000
Public Liability	£5,000,000
Products Liability	£5,000,000

Standard cover also includes

- Legal liability arising from:
 - Health & Safety at Work Act 1974

Certificate Excesses

Section	Certificate Excess
Section 1. Trailer or Static Unit	£250
Section 2. Money	£100
Section 3. Stock in Trade / Non Fixed Contents	£100
Section 4. Business Interruption	£Nil
Section 5. Frozen Food	£100
Section 6. Employers Liability	£Nil
Section 7. Public Liability	£250
Section 8 Product Liability	£250

Security Conditions & Warranties (summary only)

It is a Condition Precedent to Our liability under this insurance that when the Trailer is out of use, it must be parked either on Your driveway, or in a locked/secure compound at the address shown in the Certificate Schedule, or as more specifically shown on the Certificate Schedule, other than when parked overnight at a show or event.

It is Warranted that the Trailer is fitted with a key operated Hitch-Lock (identified by its own key number), and Wheel-Clamp. All security protections must be in force at all times when the Trailer is unattended.

Wheel Clamp is not required to be fitted to Hi-Lo Trailer, when Trailer is lowered, and wheels are not visible and/or accessible.

It is warranted that where this Certificate relates to a Static Unit, the Static Unit shall be protected by a 5-lever mortice deadlock on the external door and either shutters or bars fitted over all windows.

Fire Conditions & Warranties (summary only)

It is warranted that the Trailer or Static Unit must be fitted with a fire blanket, if the Trailer or Static Unit is equipped for the cooking or heating of food or drink.

It is warranted that any cooking extraction equipment and all ducting grease traps or filters of any deep fat frying range or apparatus are cleaned at least once a month or at shorter intervals if recommended by the manufacturer.

It is warranted that the Trailer or Static Unit must be fitted with a multi-purpose dry powder fire extinguisher, which is fully serviced and maintained, and a fire blanket if the Trailer or Static Unit is equipped for the cooking or heating of food or drink.

It is warranted that bottled gas appliances and pipes are checked for damage on a weekly basis.

It is warranted that a full safety check on the Trailer is carried out to ensure any gas bottles are secure and all cooking apparatus is completely shut down prior to moving or attempting to mover the Trailer.

IMPORTANT: Please note that other Conditions Precedent and Warranties will apply to the Insurance.

Changes in Circumstances

You must immediately tell us about any change in Your circumstances. In particular You must tell us if there is a change to:

- change of the catering Trailer or Static Unit
- the storage address of the property insured
- the security protecting the Trailer or Static Unit
- the sum insured as listed in the schedule

General Exclusions

- Radioactive contamination
- Sonic Bangs
- War
- Terrorism
- Electronic Data Processing Media Valuation

How We settle Your claim

Claims Settlement

Following loss or damage We will pay the cost of repair or replacement without reduction for wear and tear or depreciation except where:

- a. the sum insured is less than the total cost of replacement as new
- b. the Trailer or Static Unit is older than 3 years
- c. the Fixed Equipment is older than 3 years
- d. the Trailer or Static Unit is no longer manufactured

In which event the company will at its discretion:

- i) pay the cost of replacement or repair less a deduction for wear and tear or depreciation
- ii) proportionately reduce any payment by the same percentage as the sum insured bears to the replacement value
- iii) replace the Trailer or Static Unit with an equivalent unit

How to make a claim under this Insurance

To make a claim simply call our 24 hours claims help line telephone number: 0845 604 6615 or 02920 558639. Then in order to make the Trailer or Static Unit secure You may undergo temporary repairs as defined under the "Claims Procedure Conditions Precedent to Liability" section of the certificate wording.

At the time of making a claim, You will be asked:

The Certificate number stated on Your schedule;
Full details of the claim.

Your total peace of mind

Certain Underwriters at Lloyd's & International Insurance Company of Hannover Ltd are members of the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We cannot meet our obligations. The amount of compensation will be equal to 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

PLEASE NOTE THAT THIS IS AN OPTIONAL COVER.
PLEASE REFER TO YOUR SCHEDULE TO CONFIRM IF THIS COVER IS INCLUDED

Catering Legal Expenses Insurance

Some important facts about the Professional Fees Certificate are summarised below. This summary does not describe all of the terms and conditions of the Certificate, so you will need to take time to read the insurance Certificate wording to make sure that you understand the cover that it provides. All references below to the cover provided are contained within the full Certificate wording. Please note that a full Certificate wording is available for your inspection upon request.

NAME OF INSURER

The Certificate is underwritten by Fortis Insurance Limited, Registered in England No.354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

The company is authorised and regulated by the Financial Services Authority.

Name of Coverholder

The Certificate is administered on behalf of the insurers by Legal Insurance Management Ltd, 18 Hagley Road, Stourbridge, West Midlands. DY8 1PS.

Type of Insurance

The Certificate is designed to cover the cost of professional fees charged by a claims handler, solicitor or accountant following a specific occurrence, provided that cover for that occurrence is detailed within the Certificate wording and is not specifically excluded within the Certificate schedule issued.

Significant Features and Benefits

The Certificate includes the following features (unless specifically excluded by the Certificate schedule issued), which are fully explained in detail in the Certificate wording. The limit of indemnity provided will be shown on the Certificate schedule issued.

Section of Cover	Cover Provided	Specific Section Exclusions (Please note that this only shows the significant exclusions and reference should be made to the Certificate wording for a definitive list)
Employment Disputes	Defence of a contract of employment dispute with an employee.	Any dispute arising within the first 90 days of the first period of insurance extended to 180 days where this involves redundancy or existing disciplinary issues. Where you have failed to contact the legal advice line and followed their advice prior to taking action against an employee including changing the terms and conditions of their employment. Where any grievance dismissal or appeal being the subject of the dispute was not carried out in accordance with good HR practice and current employment legislation.
Employment Awards	Payment of any compensatory award arising from the judgement of an Employment Tribunal.	Cover does not apply to the payment of wages or where the grievance, dismissal or appeal was not carried out in accordance with good HR practice and current employment legislation.
Restrictive Employee	Pursuing a claim against any employee or former employee who is in breach	

Covenant	of a restrictive covenant in his or her contract of employment.	
Legal Defence	The cost in defending the employer, employees, directors or partners for prosecutions connected to normal business activities in a criminal or civil court, other than in connection with a motor vehicle.	Any claims relating to motor vehicles
TAX, VAT, PAYE, & NIC Investigations	Comprehensive enquiries or in depth investigations of your tax affairs, including Aspect enquiries above £100.00 and less than £1,000, VAT Disputes, PAYE Disputes and NIC Disputes.	Any dispute arising within the first 60 days of the first period of insurance
Property Protection	The pursuit of civil claims against others responsible for damage to your property. In addition, civil action between You and Your landlord under the terms of a lease or tenancy agreement applying to your business premises	Any dispute arising within the first 90 days of the first period of insurance
Licence Protection	Costs of an appeal or representation to the relevant authority where your licence has been suspended revoked or renewal has been refused and such licence is necessary for you to continue in your business.	Refusal to grant an initial licence
Bodily Injury	Death of or bodily injury resulting from the negligence of another person.	Stress & medical negligence related conditions
Legal Helpline	Free access to legal advice & assistance.	The helpline can provide general advice only and cannot assist with complex legal matters which may require the review of documentation and is not intended to replace the services of a solicitor.

Significant and Unusual Exclusions or Limitations

The Certificate will exclude claims where the incident falls outside of the scope of cover provided by the Certificate wording or where this is subject to a specific exclusion or limitation. Please refer to the Certificate wording for full details. The most significant or unusual exclusions or limitations are outlined below.

- Other than the excess (first amount of any claim you are required to pay) shown under the relevant section of cover listed above, unless otherwise shown on the Certificate schedule, no additional excess applies.
- If you can convince us that there are sensible prospects of being successful in your claim and that it is reasonable for Professional Fees to be paid we will take over the claim on your behalf appoint a specialist of our choice to act on your behalf.
- We may limit the Professional Fees that we will pay under the Certificate where we consider it is unlikely a reasonable settlement of the claim will be obtained, or the potential settlement amount of the claim is disproportionate compared with the time and expense incurred in pursuing or defending the claim.
Where it may cost us more to handle a claim than the amount in dispute we may at our option pay to you the amount in dispute which will then constitute the end of the claim under the Certificate.
- If Legal Proceedings have been agreed by us you may at that stage decide to nominate and use your own solicitor or indeed, you may wish to continue to use our own specialists. If you decide to nominate your own solicitor we must agree this in advance and you will be responsible for any Professional Fees in excess of those which our own specialists would normally charge us (Details are available upon request).
- At conclusion of the claim if you are awarded any costs (not your damages), these must be paid to us.
- Please note that if you should engage the services of a solicitor prior to making contact with us any costs that you incur are not covered by this Insurance.

- This is a Certificate where you must notify us during the period of insurance and within 30 days of any circumstances which may give rise to any claim under the Certificate. Failure to do so could mean that we decline to pay a claim for your Professional Fees.
- The jurisdiction and territorial limits of the Certificate is The United Kingdom
- In the event that you make a claim under this Certificate which you subsequently discontinue due to your own disinclination to proceed, any legal costs incurred to date will become your own responsibility and will be required to be repaid to the insurer.

Duration of the Contract

The cover provided by the Certificate is normally for a twelve month period. Where this is altered, it will be clearly shown within the quotation provided and Certificate schedule subsequently issued.

Cancellation

We wish you to be happy with the cover provided by your Certificate. However you have the right to cancel the Certificate within 14 days of receiving the Certificate documents without giving reason. If you chose to cancel, we will refund your premium after first (at our discretion) charging for the cover provided from the date of commencement of the contract until the date of cancellation and any helpline costs incurred.

Claims Address

The person insured by the Certificate should report immediately (and in accordance with the Certificate terms and conditions during the period of insurance and no later than 30 days after the occurrence) any incident which may give rise to a claim under the Certificate. Failure to do so could mean that we decline to pay a claim under the Certificate. The telephone number for the reporting of a claim is contained within the Certificate schedule. A claim form will be dispatched for completion by the insured person and return to the address shown below. If you wish to make a claim in writing, this must be made in person by the Insured Person seeking cover under the Certificate issued.

Please note that we will not enter into dialogue or correspond with anyone other than the Insured Person or the Insured Person's personal representatives (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

Claims Department
 Legal Insurance Management Ltd
 18 Hagley Road
 Stourbridge
 West Midlands DY8 1PS

Complaints Procedure

In the event of a complaint arising under this Insurance, you should in the first instance write to the Agent who arranged this Insurance on your behalf.

If the matter remains unresolved you should write to the Managing Director of Legal Insurance Management Ltd at the above address.

If the matter still remains unresolved thereafter you can then write to the Insurers whose details are shown within the Certificate schedule.

If it is not possible to reach an agreement, you may have the right to make an appeal to the Financial Ombudsman Service.

This applies if you are a retail customer or insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Ombudsman Service at: -

South Quay Plaza
 183 Marsh Wall
 London
 E14 9SR

Compensation Scheme

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS. The FSCS can be contacted at 7th Floor, Lloyds Chambers, 1 Portsoken Street, London E1 8BN, or by telephone or fax (Tel: 020 7892 7300 or Fax: 020 7892 7301), or by e-mail (enquiries@fscs.org.uk).