

Effected through:

Commercial Express Quotes Limited

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Numbers AG30323 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 Policy insures in respect ONLY of such of the sections hereof as are so specified in the Schedule.

IN WITNESS whereof this Policy has been signed as follows:

Sections 1 - 5 100% with Certain **Underwriters** at Lloyd's
Sections 6 – 8 100% with International Insurance Company of Hannover Ltd

This Policy 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 Policy has been signed at the place stated and on the date specified in the Schedule on behalf of

Managing Director of Commercial Express Quotes Ltd.



Authorised signatory

Definitions

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

Business

The **Business** means the ownership or occupation of the **Trailer** or **Static Unit** by **You** only for the purpose of retailing food or drink or as agreed by **Us**, including incidental repair and maintenance of the **Trailer** or **Static Unit**.

Damage

Damage means accidental physical **Damage**.

Employee(s)

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

Fixed Equipment

Fixed Equipment means any equipment or apparatus permanently fixed (fixtures and fittings) to the **Trailer** or **Static Unit**, but excluding Generators and Gas Bottles.

Bodily Injury

Injury means Death, **Injury**, illness or disease.

Limit of Liability

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

Loss means accidental physical **Loss**.

Locked/Secure Compound

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

Money

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.

Non Fixed Contents

Non Fixed Contents means Trade Equipment & Utensils which are not permanently fixed to the **Trailer** or **Static Unit**.

Pollution or Contamination

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**.

Static Unit

Static Unit means any **Static Unit** that is by itself not a mechanically propelled vehicle and permanently sited and converted for the purpose of retailing food or drink or as agreed by **Us** and used solely for that purpose, for a period in excess of 14 Consecutive days.

Premises

Premises means the **Trailer** or **Static Unit** noted in the Schedule.

Principal

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

Definitions (continued)

Product

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

Property

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

Stock in Trade

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

Territorial Limits

Territorial Limits means the United Kingdom.

Trailer

Trailer means any **Trailer** 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.

Vessel or Craft

Vessel or **Craft** means any **Vessel** or **Craft** or object made or intended to float on or in or travel on or through water or air.

We/Us/Our/Underwriters

Means Certain **Underwriters** at Lloyd's and/or International Insurance Company of Hannover Ltd

You/Your/Insured

Means the person or people named in the Schedule.

Section 1 Trailer and Static Unit

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 **Trailer** or **Static Unit** and its **Fixed Equipment** 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 £250 of any **Loss** or **Damage**.
- b) **Loss** or **Damage** caused by wear, tear gradual deterioration, moth, insect or vermin, mechanical or electrical derangement or breakdown.
- c) **Loss** or **Damage** caused by climate or atmospheric conditions or extremes of temperature and **Loss** resulting from seepage, spillage and leaking or inherent vice.
- d) Unexplained shortages and/or mysterious disappearances.
- e) Any **Loss** or **Damage** caused as a direct result of overloading the **Trailer** or **Static Unit** beyond the manufacturers recommended weight limits.
- f) Any **Loss** or **Damage** to non-permanently **Fixed Equipment**, gas bottles or generators.

Section 2 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 £250 of any **Loss** or **Damage**.
- b) Theft unless following violent or forcible entry to the **Trailer**, **Static Unit** 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** from any safe if the keys or combination code is left in the **Trailer** or **Static Unit**.
- f) **Loss** or **Damage** of Unattended **Money**.
- g) **Loss** or **Damage** to **Money** whilst in the post.
- h) **Loss** or **Damage** as a result of any shortages, or accounting errors or omissions.

Section 3

Stock In Trade/Non Fixed Contents

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/Non Fixed Contents** 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 £250 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.
- g) Theft unless following violent or forcible entry to the **Trailer** or **Static Unit**.

Section 4 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 4 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 5 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 ,4 and 5

Terms

Market Value

In the event of **Loss** or **Damage** to the **Trailer** or **Static Unit**, **We** will pay or make good the **Loss** or **Damage**, but in no event shall **We** be liable to pay an amount greater than the market value of the **Trailer** or **Static Unit** immediately before such **Loss** or **Damage** occurred, or for a sum greater than the **Limit of Liability** as detailed in the Schedule.

Wear and Tear

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.

In which event the **We** at **Our** discretion may:

- 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**.

Condition(s) Precedent

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

Out of use storage condition

It is a Condition Precedent to **Our** liability under this Certificate 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 this Schedule, or as more specifically shown on the Certificate Schedule, other than when parked overnight at a show or event.

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**.

Warranties

You must comply with the following warranties, failure to do so may invalidate **Your** claim.

Every warranty shall, from the time the warranty applies, continue to be in force throughout the period of this Certificate and non-compliance with any warranty insofar as it increases the risk shall be a bar to any claim.

Cleaning warranty

It is warranted that all 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. **You** must keep a written record of the cleaning. The record must be kept available for **Our** inspection.

Fire extinguisher warranty

It is warranted that the **Trailer** or **Static Unit** is fitted with a multi-purpose dry powder fire extinguisher of minimum 2kg capacity and is kept and maintained in accordance with manufacturers recommendations and also fitted with a fire blanket if the **Trailer** or **Static Unit** is equipped for the cooking or heating of food or drink. **You** must keep a written record of all the service and maintenance carried out. The record must be kept available for **Our** inspection.

Gas appliances and gas pipes inspection warranty

It is warranted that bottled gas appliances and all gas pipes are inspected for signs of **Damage** on a weekly basis. Any **Damage** must be repaired immediately. **You** must keep a written record of the inspection. The record must be kept available for **Our** inspection.

Gas bottle warranty

It is warranted that a written safety check procedure is in place at the commencement of the Certificate and in accordance with this procedure 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 manoeuvre the **Trailer**. The safety procedure must be available for our inspection, and that this is then followed every time.

Static Unit warranty

Where this Certificate relates to a **Static Unit**, it is warranted that the wheels and hitch must be permanently removed, if the **Static Unit** is static in any one location for a period in excess of 14 consecutive days. All security protections must be in force at all times when the **Static Unit** is unattended.

Trailer protections warranty

Where this Certificate relates to a **Trailer**, 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.

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 cause 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.

LIABILITY SECTIONS

The **Underwriters** hereby agree subject to the terms, exceptions, conditions, endorsements and Limits of Indemnity of this Insurance to indemnify the **Insured** against

1. All sums which the **insured** shall become legally liable to pay as **damages** and in addition claimants costs and expenses in respect of **Bodily Injury** or loss of or **damage** to **Property** as defined in any Section to which this Insurance applies and which arises in connection with the **Business**.
2. All costs and expenses incurred with the written consent of the **Underwriters** in respect of any claim against the **Insured** which may be subject of indemnity under this Insurance

which may be the subject of indemnity under this Insurance.

SECTION 6 - EMPLOYERS' LIABILITY

Scope of Cover

Bodily Injury sustained by any employee of the **Insured** arising out of and in the course of his employment or engagement by the **Insured** and caused during the Period of Insurance:-

- a) in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or in connection with offshore installations within the Continental Shelf around those countries
- b) whilst temporarily outside the countries named in (a) provided that any such Employee is
 - i) ordinarily resident in any of the aforesaid countries
 - ii) engaged in non-manual work

Rights of Recovery

The indemnity provided under this Section is deemed to be in accordance with such provisions as any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man may require but the **Insured** shall repay to all **Underwriters** all sums paid by the **Underwriters** which the **Underwriters** would not have been liable to pay but for the provisions of such law.

Section 6 – Specific Exclusions

1) Terrorism

The liability under this Section for **damages**, costs and expenses payable in respect of any one claim against the **Insured** or series of claims against the **Insured** arising out of Terrorism shall not exceed £5,000,000.

Definition

Terrorism means an act – whether involving violence or the use of force or not – or the threat or the preparation 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) – which

- is designed to, or does
- Intimidate or influence a de jure or de facto government or the public or a section of the public, or
- disrupt any segment of the economy and
- from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

2) Family Exception

The **Underwriters** shall not indemnify the **Insured** under this Section against the liability for **Bodily Injury** sustained by any Employee Closely Related to the **Insured**.

For the purposes of this exception Closely Related shall mean husband, wife, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half-brother or half-sister.

This exception will not apply where the **business** is incorporated as a limited company.

3) Road Traffic Act

This Section does not apply to or include legal liability incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to the **Insured** by any such insurance or security

4) Offshore Work

This Section does not apply to or include legal liability arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land

Asbestos Exclusion

The **Underwriter's** liability under this section for **damages** and costs and expenses payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos shall not exceed £5,000,000.

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

Section 7 - PUBLIC LIABILITY

Scope of Cover

- i) Accidental **Bodily Injury** to any person
- ii) Accidental **loss** of or **damage** to **Property**

happening anywhere within the Geographical Limits during the Period of Insurance.

Geographical Limits

- a) Great Britain and Northern Ireland, the Channel Islands or the Isle of Man or in connection with offshore installations within the Continental Shelf around those countries or
- b) Elsewhere in the World arising out of temporary **Business** visits by Employees
 - i) ordinarily resident in any of the aforesaid countries
 - ii) engaged in non-manual work

Limit of Indemnity

The liability of the **Underwriters** for all **damages** payable by the **Insured** under this Section to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of one original cause shall not exceed the amount specified in the Schedule

Section 7 – Specific Exclusion

The **Underwriters** shall not indemnify the **Insured** under this Section against liability

- a) for **loss** of or **damage** to **Property** belonging to the **Insured** or in the custody or control of the **Insured** or of any Employee of the **Insured** other than :
 - i) Employees' or Visitors' **Property**
 - ii) any premises including contents not being premises leased or rented to the **Insured** which are temporarily occupied by the **Insured** for the purpose of carrying out work in or to such premises
- b) arising from the ownership possession or use under the control of the **Insured** or any Employee of the **Insured** of :
 - i) any mechanically propelled vehicle but this exception shall not apply in respect of **Bodily Injury** or **loss** of or **damage** to **Property** arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation and the **Insured** is not entitled to indemnity under any other policy of indemnity or insurance
 - ii) any aircraft or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length)
- c) caused by any Goods after they have ceased to be in the custody or control of the **Insured** other than food or drink supplied primarily for the use of Employees or for entertainment purposes
- d) arising from professional advice given by the **Insured** for a fee or in circumstances where a fee would normally be charged

Section 8 PRODUCTS LIABILITY

Scope of Cover

- a) accidental **Bodily Injury** to any person
- b) accidental **loss** of or **damage** to Property

happening anywhere in the World during the Period of Insurance and caused by any Goods

Section 8 Specific Exception

The **Underwriters** shall not indemnify the **Insured** under this Section against liability

- a) Caused by or in connection with any Goods to the knowledge of the **Insured** manufactured sold supplied erected repaired altered treated transported serviced or installed by the **Insured** in or for delivery or use in the United States of America or Canada
- b) caused by any Goods in the custody or control of the **Insured**.

Limit of Indemnity

The liability of the **Underwriters** under this Section for all **damages** payable by the **Insured** in respect of all claim made against the **Insured** during the Period of Insurance shall not exceed the amount specified in the Schedule.

Sections 6 & 7 – Exclusions

Terrorism

The **Underwriters** shall not indemnify the **Insured** under this Section in respect of injury, **loss**, **damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism.

Definition

Terrorism means an act – whether involving violence or the use of force or not – or the threat or the preparation 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) – which

- is designed to, or does
- intimidate or influence a de jure or de facto government or the public or a section of the public, or

- disrupt any segment of the economy and
- from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

Family Exception

The **Underwriters** shall not indemnify the **Insured** under this Section against liability for **Bodily Injury** sustained by the **Insured** or any person Closely Related to the **Insured**.

For the purposes of this exception closely related shall mean husband, wife, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, brother, sister, half-brother or half-sister.

Fungus, Mould and Mildew

The **Underwriters** shall not indemnify the **Insured** under this Section against:

1. **Damages**, direct or consequential, on account of “**bodily injury**,” “**property damage**,” “personal or advertising injury,” or “medical payments” arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
2. Any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
3. Any obligation or duty to defend any actions on account of “**bodily injury**,” “**property damage**,” “personal or advertising injury,” or “medical payments” arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens.

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

For the purpose of this exclusion, “**bodily injury**” shall include mental anguish, mental injury and/or emotional distress.

All other terms and conditions of this Insurance remain unchanged.

Component Building Material Exception

The **Underwriters** shall not indemnify the **Insured** under this Section in respect of injury, **loss**, **damage**, cost or expense or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

Asbestos Conditions

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

Liability Sections 6,7 & 8 – Specific Conditions

1. The **Insured** shall
 - a) give immediate notice to the **Underwriters** of anything which may give rise to a claim being made against the **Insured** and for which there may be liability under this Insurance
 - b) advise the **Underwriters** in writing immediately the **Insured** has knowledge of any impending prosecution inquest or fatal accident inquiry in connection therewith
2. The **Insured** shall provide the **Underwriters** with such particulars and information as the **Underwriters** may require and shall forward to the **Underwriters** immediately on receipt every letter, writ, summons

and process. The **Underwriters** shall be entitled at their discretion to take over and conduct in the name of the **Insured** the defence or settlement of any claim and to prosecute at their own expense and for their benefit any claim for indemnity or **damages** against any other persons and the **Insured** shall give all information and assistance required. No admission of liability or offer promise or payment shall be made without the written consent of **Underwriters**.

3. The **Underwriters** may at any time at their sole discretion pay to the **Insured** the maximum sum payable under this Insurance or any lesser sums for which any claim or claims can be settled and the **Underwriters** shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment. Provided that in the event of a claim or series of claims resulting in a liability of the **Insured** to pay a sum in excess of the Limit of Indemnity the **Underwriters** liability for such costs and expenses shall not exceed an amount being in the same proportion as the **Underwriters** payment to the **Insured** bears to the total payment made by or on behalf of the **Insured** in settlement of the claim or claims.
4. The **Insured** shall take all reasonable care to prevent accidents and to maintain his premises plant and everything used in the **Business** in proper repair and to employ only competent Employees and to act in accordance with all statutory obligations and regulations. The **Insured** shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.
 4. If at the time of any claim there is or but for the existence of this Insurance would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the **Insured** applicable to such claim the **Underwriters** shall not be liable under this Insurance to indemnify the **Insured**
 5. in respect of such claim except beyond the amount which would be payable under such indemnity or insurance had this Insurance not been effected.
6. This Insurance including the Schedule, Definitions, Sections, Extensions, Conditions and Endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Insurance shall bear that meaning wherever it may appear.
7. Where this insurance is arranged on an adjustable basis the **Insured** shall keep accurate records and make declarations to **Underwriters** in respect of the period of Insurance that the necessary adjustment of premium may be made under this insurance as follows:

All remunerations paid to Employees and all payments made to self employed persons or employees or labour only sub-contractors for whom liability is assumed or on such other adjustable basis as may be agreed the **Insured** shall allow **Underwriters** access to such records when requested to do so. Within one month of expiry of each Period of Insurance the **Insured** shall supply the **Underwriters** with a true statement of the particulars necessary for assessment of premium and should these particulars differ from the estimates upon which premium has been paid the difference in premium shall be met by a further proportionate payment or refund as the case maybe. Failure to supply such particulars shall entitle the Underwriter to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.
8. The **Underwriters** may cancel this Insurance by sending 14 days notice by registered letter to the **Insured** at his last know address and in such event the **Insured** shall become entitled to the return of a proportionate part of the premium corresponding to unexpired portion of the Period of Insurance.
9. The **Insured** shall give the **Underwriters** immediate notice in writing of any alteration which materially affects the risk **insured**.
10. The due observance of the terms provisions conditions and endorsements of this Insurance by the **Insured** in so far as they relate to anything to be done or complied with by the **Insured** and the truth if the statements and answers and information supplied or in connection with the said proposals shall be a condition precedent to any liability of the **Underwriters** to make any payment under this Insurance.

Liability SECTIONS 6, 7 & 8 - GENERAL EXTENSIONS

Defence Costs

The **Underwriters** will also pay all Defence Costs.

Defence Costs include legal expenses:

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

Provided that **Underwriters** shall not be liable for any fines or penalties imposed as a consequence of such prosecution

- arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry
- arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy

Defence Costs will be payable in addition to the Limits of Indemnity except in respect of Section A when the Limit of Indemnity will be inclusive of Defence Costs unless this Policy is specifically endorsed to the contrary.

Contractual Liability and Indemnity to Principal

The **Underwriters** will subject otherwise to the terms exceptions conditions and endorsements of this Insurance indemnify the **Insured** under Section 6 and 7 against liability in respect of **Bodily injury or loss of or damage to Property** as follows

To the extent that any contract or agreement entered into by the **Insured** with any Principal so requires the **Underwriters** will

- a) indemnify the **Insured** against liability assumed by the **Insured**
- b) indemnify the Principal in like manner to the **Insured** in respect of the liability of the Principal

arising out of the performance by the **Insured** of such contract or agreement.

Provided that:

- i) the conduct and control of claims is vested in the **Underwriters**
- ii) the Principal shall observe fulfil and be subject to the terms and conditions and endorsements of this Insurance so far as they can apply
- iii) the indemnity shall not apply to liability in respect of liquidated **damages** or under any penalty clause
- iv) the indemnity granted under Section J shall only apply in respect of liability to any person who is an Employee of the **Insured**

Where any indemnity is provided to any Principal the **Underwriters** will treat each Principal and the **Insured** as though a separate Insurance had been issued to each of them provided that nothing in this clause shall increase the liability of the **Underwriters** to pay any amount in respect of any one claim or during any one Period of Insurance in excess of the amount stated in the Limits of Indemnity.

LIABILITY SECTIONS 6, 7 & 8 - GENERAL EXCEPTIONS

1. No indemnity shall be given in respect of any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or part) unless the Insured

has requested that there shall be no such limitation and has accepted the terms offered by **Underwriters** in granting such cover which offer and acceptance must be signified by specific endorsement to the Insurance.

2. The **Underwriters** shall not indemnify the **Insured** under this Insurance against any liability which is assumed by the **Insured** by agreement (other than liability arising out of a condition of warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.
3. The **Underwriters** shall not indemnify the **Insured** under this Insurance against any liability whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - i) ionising radiation or contamination by radioactivity 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 of nuclear component thereof

but as far as concerns **Bodily injury** to any Employee which arises out of and in the course of his employment or engagement by the **Insured** this exception shall apply only in respect of

- i) liability of any Principal
 - ii) liability assumed by the **Insured** by agreement and which would not have attached in the absence of such agreement
4. The **Underwriters** shall not indemnify the **Insured** under this Insurance against liability for:
 - i) punitive or exemplary **damages**
 - ii) multiplied **damages**
5. The **Underwriters** shall not indemnify the **Insured** under Section 7 or 8 of this Insurance against liability
 - i) in respect of **Bodily injury** sustained by an Employee which arises out of and in the course of his employment or engagement by the **Insured**
 - ii) for any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
 - iii) in respect of **loss** of or **damage** to or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling or making any refund in respect of the Goods
 - iv) in respect of **loss** of or **damages** arising from the failure of Goods to perform their intended function
 - v) in respect of **Bodily injury** or **loss** of or **damage** arising from Goods used with the **Insured's** knowledge in connection with aircraft, watercraft or offshore structure.
 - vi) Arising from circumstances known to the **Insured** prior to the inception date of this Insurance.
6. The **Underwriters** shall not indemnify the **Insured** under Sections 7 or 8 of this Insurance against liability directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures of water or land or the atmosphere but this exception shall not apply in respect of pollution or contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Period of Insurance.

SECTIONS 6, 7 & 8 GENERAL DEFINITIONS

Insured

Insured shall mean

- a) the first named party in the Schedule
- b) any Associated or Subsidiary Company of the first named party and which is named in the Schedule operating in or from premises in Great Britain, Northern Ireland the Channel Islands or the Isle of Man
- c) at the request of the **Insured**
 - i) any director or Employee of the **Insured** while acting on behalf of or in the course of his employment or engagement by the **Insured** in respect of liability for which the **Insured** would have been entitled to indemnity under this Insurance if the claim against any such person had been made against the **Insured**
 - ii) any officer member or Employee of the **Insured's** social sports or welfare organisation or fire first aid or ambulance service in his respective capacity as such
 - iii) any director partner or senior official of the **Insured** in respect of private work carried out by an Employee of the **insured** for any such person with the consent of the **Insured**

- iv) in the event of the death of the **Insured** the personal representative of the **Insured** in respect of liability incurred by the **Insured**

Provided that such person shall as though he were the **Insured** observe fulfil and be subject to the terms, exceptions, conditions and endorsements of this Insurance as far as they can apply.

Business

Business shall mean the description shown in the Schedule and

1. the ownership repair and maintenance of the **Insured's** own **property**
2. the provision and management of canteen social sports and welfare organisations for the **Insured's** Employees
3. the provision and management of first aid fire and ambulance services
4. private work carried out with the consent of the **Insured** for any director partner or senior official of the **Insured** by an Employee of the **Insured**

and no other for the purposes of this Insurance

Bodily Injury

Bodily Injury shall mean death injury illness or disease

Property

Property shall mean material **property**

Employee

Employee shall mean

- a) any person under a contract of service or apprenticeship with the **Insured**
- b) i) any labour master or labour only sub-contractor or person supplied by any of them
- ii) any self-employed person providing labour only
- iii) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the **Insured**
- iv) any person participating in any Government or otherwise authorised work experience training study exchange or similar scheme

while engaged in working for the **Insured** in connection with the **Business**

Goods

Goods shall mean any good or products (including container labelling instructions or advice provided in connection therewith) manufactured, sold, supplied, erected, repaired, altered, treated, transported, serviced or installed by the **Insured** in the course of the **Business**.

Excess

Excess shall mean the amount specified in the Schedule for which the **Insured** will be responsible in respect of each and every claim in respect of **loss** or **damage** to **Property**.

CLAUSES Applicable to this certificate.

Nuclear Energy Risks Exclusion Clause

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

For the purposes of this agreement 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:
 - (b) the production of nuclear energy or
 - (c) the Production or storage or handling of nuclear fuel or nuclear waste

iii) Any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

Cross Liabilities

If the **Insured** named in the Schedule comprises more than one party the **Underwriters** will subject to the terms exceptions conditions and endorsements of this Insurance treat each party as though a separate Insurance had been issued to each of them provided that nothing in this Extension shall increase the liability of the **Underwriters** to pay any amount in respect of any one claim or during any one Period of Insurance in excess of the amount stated in the Limits of Indemnity.

Subject otherwise to the terms, conditions and exceptions of the Certificate.

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, 4 and 5 only, less an administration fee, for any remaining period of cover. No premium will be refunded for amounts under £50.00 + IPT + £15.00 totalling £67.50

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) Policy 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 make a claim Under S call our 24 hours claims help line telephone number: 0161 835 5553. 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.

To report a claim, under sections 1 – 5, please call,
Merlin Professional claims Services - **0161 835 5553**.

To report a claim, under sections 6 – 8 (**LIABILITY ONLY**), please call,

Commercial Express – **0845 094 2077**, whom will pass details onto Reynolds Porter Chamberlain Limited (**Liability claims only**)

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

Policy 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

In respect of Employers, Public & Products Liability please write to

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

Telephone 01344 397 600
Fax 01344 397 601

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 and International Insurance Company of Hannover Ltd are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Certain **Underwriters** at Lloyd's or International Insurance Company of Hannover Ltd 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,
Portsooken Street,
London E1 8BN

and on their website www.fscs.org.uk