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## Outside Caterer

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It is essential that you make fair presentation of the risk that should include a full and unrestricted disclosure including every material fact and circumstance (a material fact or circumstance is material if it would influence the judgement of the Underwriter when considering whether to accept the risk and/or the assessment of the terms, conditions or premium which should be applied).

If you are unsure in any way that your disclosure is complete you should check with your insurance advisor.

In the event you fail to make a full unrestricted disclosure Underwriters may refuse to pay your claim, pay only part of your claim, and/or void your policy.

This statement will be considered together with the presentation of risk that you and your insurance advisor have provided to the Underwriter.

If the answers or information you have provided change during the period of insurance you should notify your insurance advisor as soon as reasonably possible as Underwriters may be unable to continue with cover.

## SCHEDULE

Agent: Churchill Insurance Consultants Ltd  
Agent Reference: AD1336  
Quotation number: AD1336/00965648/2016  
Certificate Number: CEQ952078/12/16  
The Insured: Make It Perfect Weddings & Events Ltd t/a Make It Perfect Weddings & Events  
Correspondence Address: 1 Bedale Road  
SCUNTHORPE  
Lincolnshire  
DN16 2QX

Product: Outside Caterer  
Period of Insurance: Commencing 14:38 on the 05 December 2016 to 24:00 on the 04 December 2017  
And any subsequent period for which the Insurers shall accept a premium at renewal date

Sums Insured: As per attached schedule  
Excesses: As per certificate wording

Premium: £ 198.18  
I. P. T. £ 19.82  
Fee: £ 20.00  
Total Premium (incl. IPT, Fee): £ 238.00  
Date proposal completed: 05/12/2016  
Special condition(s): As per attached schedule

Authorised Signatory  
Signed in Dudley, West Midlands for and on behalf  
of those Underwriters subscribing to this certificate  
Dated this 05 December 2016



**IMPORTANT NOTICE - Please check this Policy very carefully**  
The Insurers  
For insurer details please refer to the policy wording

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## Sums Insured Property Schedule

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Address of property to be Insured:

1 Bedale Road, SCUNTHORPE, Lincolnshire, DN16 2QX

Business Description:	Outside Caterers
Material Damage	
Business Equipment:	£0
Theft cover of Business Equipment from unattended motor vehicle or trailer:	No
Section 1 - Money:	£1,000
Section 2 - Stock in Trade:	£500
Section 3 - Business Interruption:	£0
Section 4 - Stock Deterioration following Refrigeration Breakdown:	£0
Excess:	£100
Liability	
Section A - Employers Liability:	£10,000,000
Section B - Public Liability:	£5,000,000
Section C - Products Liability:	£5,000,000
Excess	
Public/Products liability	£250
Special Conditions:	None
Interested Party:	None

**IMPORTANT NOTICE - Please check this policy very carefully**

This insurance is subject to the information detailed in this document. The Insured should carefully review the contents of the Certificate (including its attached schedule, endorsements and proposal / statement of facts). If any of the information set out therein is incorrect, the insured must notify the Commercial Express or the insurer. Failure to do so may invalidate the insurance provided.

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## Proposal / Statement of Fact

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### Insured

It is essential that you make fair presentation of the risk that should include a full and unrestricted disclosure including every material fact and circumstance (a material fact or circumstance is material if it would influence the judgement of the Underwriter when considering whether to accept the risk and/or the assessment of the terms, conditions or premium which should be applied).

If you are unsure in any way that your disclosure is complete you should check with your insurance advisor.

In the event you fail to make a full unrestricted disclosure Underwriters may refuse to pay your claim, pay only part of your claim, and/or void your policy.

This statement will be considered together with the presentation of risk that you and your insurance advisor have provided to the Underwriter.

If the answers or information you have provided change during the period of insurance you should notify your insurance advisor as soon as reasonably possible as Underwriters may be unable to continue with cover.

Please enter the full business name and any trading names as they should appear on your policy documents

Make It Perfect Weddings & Events Ltd t/a Make It Perfect Weddings & Events

Your correspondence address

1 Bedale Road  
SCUNTHORPE  
Lincolnshire  
DN16 2QX

Telephone number of the insured

What year did the Insured start trading? (YYYY)

2015

Nationwide Caterers Association

Is the Insured a current member of the Nationwide Caterers Association?

No

### Insureds Business

Address of business to be insured:

1 Bedale Road, SCUNTHORPE, Lincolnshire, DN16 2QX

Select a trade that best matches the business in question:

Outside Caterers

Does the above trade match exactly the insured's trade?

Yes

Are you unsure as to the suitability of the risk?

No

Does the Insured partake in any manual work in the Republic of Ireland?

No

Does the insured need to note a third party interest?

No

### Sums Insured

Cover Required

Public/Products Liability:

£5,000,000

Annual Turnover:

up to £75,000

Employers Liability:

£10,000,000

### Optional Covers

Business Equipment (Anywhere in the UK)

Sums Insured

£0.00

Is theft cover from an unattended motor vehicle or trailer required in respect of Business Equipment?

No

Loss of Money - Level of cover required:

£1,000.00

Loss of Stock - Level of cover required:

£500.00

Is cover required for Business Interruption?

No

Is cover required for Stock Deterioration Following Refrigeration Breakdown?

No

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## Excesses

Material Damage (if applicable):	<input type="text" value="£100.00"/>
Public/Products Liability at the premises:	<input type="text" value="£250.00"/>

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## Employer Reference Number (ERN) / Employer PAYE Reference

*Only a very tiny minority of employers that do not pay salaries through PAYE are exempt from providing an ERN.  
All employers who pay PAYE must provide an ERN.*

Is the company exempt from having an ERN?

## Disclosure and Claims

Has the insured;

- a) ever had insurance cover refused or cancelled or special terms imposed?
- b) ever been convicted or cautioned with any criminal offence, other than driving offences?
- c) ever been prosecuted under the Health and Safety at Work Act, the Consumer Protection Act and/or any other statutory regulations?
- d) ever had any claims or incidents at these or any other premises in the last 5 years?
- e) ever been declared bankrupts or been the subject of any winding up petition or order in this or any previous business?

Additional Information

Any further information or material facts you should or would like to advise Underwriters?

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**p** I can confirm I have read and understood all questions relating to this quotation.

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## Event Organisers Schedule

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Certificate Number: CEQ952078/12/16  
The Insured: Make It Perfect Weddings & Events Ltd t/a Make It Perfect Weddings & Events  
Product: Outside Caterer  
Period of Insurance: Commencing 14:38 on the 05 December 2016 to 24:00 on the 04 December 2017

### Liability

Section A - Employers Liability:	£10,000,000
Section B - Public Liability:	£5,000,000
Section C - Products Liability:	£5,000,000

IMPORTANT NOTICE - Please check this policy very carefully

This insurance is subject to the information detailed in this document. The Insured should carefully review the contents of the Certificate (including its attached schedule, endorsements and proposal / statement of facts). If any of the information set out therein is incorrect, the insured must notify the Commercial Express or the insurer. Failure to do so may invalidate the insurance provided.

Event Organisers Schedule



Signed in Dudley, West Midlands for and on behalf of those Underwriters subscribing to this certificate

**COPY FOR EVENT ORGANISERS**

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## Public Liability Schedule

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Certificate Number: CEQ952078/12/16  
Insured: Make It Perfect Weddings & Events Ltd t/a Make It Perfect Weddings & Events  
Product: Outside Caterer  
Period of Insurance: Commencing 14:38 on the 05 December 2016 to 24:00 on the 04 December 2017

Liability	Limits of Indemnity
Section B - Public Liability:	£5,000,000
Section C - Product Liability:	£5,000,000

IMPORTANT NOTICE - Please check this Policy very carefully

This Insurance is subject to the information detailed in this document. The Insured should carefully review the contents of the Certificate (including its attached schedule, endorsements and proposal/statement of facts). If any of the information set out therein is incorrect, the Insured must notify Commercial Express or the Insurer. Failure to do so may invalidate the Insurance provided.



Signed in Dudley, West Midlands for and on behalf of those Underwriters subscribing to this certificate

Dated this 05 December 2016

## Outside Caterers Liability Policy Wording

Effected through:

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Number B1307160021 to the undersigned by certain Insurance Companies, whose names and the proportions underwritten by them appear below (all of whom are hereinafter referred to as "Underwriters") and in consideration of the premium specified herein, the said Underwriters are hereby bound, each for his own part and not for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

THE UNDERWRITERS hereby agree to the extent and in the manner hereinafter provided, to indemnify the Insured 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 therefor 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:

As stated in definitions

The subscribing Underwriters obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing Underwriters are not responsible for the subscription of any co-subscribing Underwriters that for any reason does not satisfy all or part of its obligations.

The Insured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

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 Limited.



Authorised signatory

## LIABILITY INSURANCE

### 1. OPERATIVE CLAUSE

The Underwriters will indemnify the Insured against their legal liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law of the United Kingdom.

This indemnity applies only to such legal liability as defined by each insured Section of this Policy arising out of the Business specified in the Schedule, subject always to the terms, conditions and exclusions of such Section and of the Policy as a whole.

### 2. DEFINITIONS

For the purpose of this Policy:

#### 2.1 Insured means:

2.1.1 the person, persons or corporate body named in the Schedule

2.1.2 subsidiary companies of the Insured notified to and accepted in writing by the Underwriters.

2.2 Business means the business conducted at or from premises in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man and shall include:

2.2.1 the ownership, repair and maintenance of the Insured's own property

2.2.2 provision and management of canteen, social, sports and welfare organisations for the benefit of any Person Employed and medical, fire fighting, and security services

2.2.3 private work undertaken by any Person Employed for any director or partner of the Insured with the prior consent of the Insured.

2.3 Injury means death, bodily injury, illness or disease of or to any person.

2.4 Damage means loss of possession of or damage to tangible property.

2.5 Person Employed means any:

2.5.1 Employee being a person under a contract of service or apprenticeship with the Insured

2.5.2 labour master and persons supplied by him

2.5.3 person employed by labour only sub-contractors

2.5.4 self employed person under the control of the Insured

2.5.5 person hired to or borrowed by the Insured

2.5.6 person undertaking study or work experience or youth training scheme with the Insured working for the Insured in connection with the Business.

2.6 Insurers - The Insurers whose identity is stated in the Endorsement entitled Identity of Insurers and whose proportionate Liability will be detailed on request.

#### IDENTITY OF INSURERS

Royal & Sun Alliance Insurance plc

Royal & Sun Alliance Insurance plc (No. 93792) is registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

AIG Europe Limited

AIG Europe Limited is registered in England: company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

Covéa Insurance plc

Covéa Insurance plc, Registered in England and Wales No. 613259.

Registered office, Norman Place, Reading, RG1 8DA.



All Insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

2.7 Product means any tangible property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured.

2.8 Pollution means pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.

2.9 Defence Costs mean costs, fees and expenses incurred by the Insured with the written consent of the Underwriters in the defence or settlement of any claim under this Policy.

2.10 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.

### 3 INDEMNITY TO OTHERS

The indemnity granted extends to:

- 3.1 managerial or supervisory Employees of the Insured in their business capacity for legal liabilities arising out of the performance of the Business and any director or partner of the Insured in respect of private work undertaken by any Person Employed for such director or partner with the prior consent of the Insured
- 3.2 the officers, committees and members of the Insured's canteen, social, sports, medical, fire fighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such
- 3.3 any person or firm for legal liabilities arising out of the performance of a contract with the Insured constituting the provision of labour only
- 3.4 any principal for legal liabilities arising out of work carried out by the Insured under a contract or agreement in respect of which the Insured would have been entitled to indemnity under this Policy  
  
if the claim had been made against the Insured
- 3.5 the personal representatives of any person or party indemnified by reason of this Clause 3 in respect of legal liability incurred by such person or party.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

### 4 CROSS LIABILITIES

Each person or party granted indemnity by this Policy is separately indemnified in respect of claims made against any of them by any other subject to the Underwriters' total liability not exceeding the stated Limits of Indemnity.

### 5 LIMITS OF INDEMNITY

- 5.1 SECTION A - The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one claim against the Insured or series of claims against the Insured arising out of one occurrence.
- 5.2 SECTIONS B AND C - The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule against each Section in respect of any one occurrence or series of occurrences arising from one originating cause

Provided always that the Limit of Indemnity:

- 5.2.1 under Section B in respect of liability arising out of Pollution applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance
- 5.2.2 under Section C applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the Period of Insurance.

## 6 DEFENCE COSTS

The Underwriters will also pay all Defence Costs.

Defence Costs include legal expenses:

6.1 incurred by or awarded against the Insured arising out of any prosecution of the Insured:

6.1.1 for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)

6.1.2 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

6.2 arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry

6.3 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.

## 7 COMPENSATION FOR COURT ATTENDANCE

In the event of any director, partner or Employee of the Insured attending court as a witness at the request of the Underwriters in connection with a claim which is the subject of indemnity under this Policy the Underwriters will provide compensation to the Insured at the following rates for each day on which attendance is required:

7.1 any director or partner           £250

7.2 any Employee                       £100

## SECTION A - EMPLOYERS' LIABILITY

### 8 SECTION A - INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured and occurring during the Period of Insurance.

### 9 SECTION A - EXCLUSIONS

This Section does not apply to or include legal liability:

- 9.1 arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except in respect of temporary non-manual visits by Persons Employed
- 9.2 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
- 9.3 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.
- 9.4 arising out of Terrorism except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-limit of £5,000,000 shall apply.
- 9.5 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, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-Limit of Indemnity of £5,000,000 shall apply.

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.

### 10 SECTION A - COMPULSORY INSURANCE CLAUSE

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands relating to compulsory insurance of liability to employees.

If however, there has been non-observance of any Policy conditions by the Insured, and the Underwriters shall have paid any sum which would not have been paid but for the provisions of such law then the Insured shall forthwith repay such sum to the Underwriters.

## SECTION B - PUBLIC LIABILITY

### 11 SECTION B - INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance.

### 12 SECTION B - EXCLUSIONS

This Section does not apply to or include legal liability:

12.1 in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.

12.2 arising out of or in connection with any Product.

12.3 arising out of the ownership, possession or use by or on behalf of the Insured, or any person or party entitled to indemnity, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:

12.3.1 caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any legislation

12.3.2 arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract

12.3.3 arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation

12.4 arising out of the ownership, possession or use by or on behalf of the Insured of any aircraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)

12.5 for Damage to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in the Insured's care, custody or control other than:

12.5.1 clothing and personal effects (including vehicles and their contents) of Employees and visitors

12.5.2 premises (including contents therein) temporarily occupied by the Insured for work therein or thereon but no indemnity shall be granted for Damage to that part of the property on which the Insured is or has been working and which arises out of such work

12.5.3 premises tenanted by the Insured provided always that liability for such Damage is not assumed by the Insured under agreement where liability would not have existed in the absence of the agreement

12.6 arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.

## SECTION C - PRODUCTS LIABILITY

### 13 SECTION C - INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance and arising out of or in connection with any Product.

### 14 SECTION C - EXCLUSIONS

This Section does not apply to or include legal liability:

14.1 in respect of Injury to any Person Employed arising out of and in the course of employment by the Insured.

14.2 for costs incurred in the repair, reconditioning or replacement of any Product or part thereof which is alleged to be defective

14.3 arising out of the recall of any Product or part thereof

14.4 arising out of any Product which with the Insured's knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or waterborne craft

14.5 arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement

14.6 arising from circumstances known to the Insured prior to the inception date of this Insurance.

14.7 arising from the failure of any Product to perform its intended function.

## GENERAL EXCLUSIONS

### 15 EXCLUSIONS APPLICABLE ONLY TO SECTIONS B & C

Sections B and C do not apply to or include legal liability:

- 15.1 arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage
- 15.2 arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
- 15.3 arising out of Pollution of the atmosphere or of any water, land, buildings or other tangible property except to the extent that the Insured demonstrates that such Pollution;
  - 15.3.1 was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of this Insurance
  - 15.3.2 was not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution

Provided always that all such Pollution which arises out of one incident shall be considered for the purposes of this Policy to have occurred at the time such incident takes place and that Underwriters total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate in respect of the Period of this Insurance.

- 15.4 directly or indirectly occasioned by, happening through or in 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.
- 15.5 directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with an act of Terrorism. These Sections also exclude legal liability directly or indirectly occasioned by, happening through, in consequence of, arising out of, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.
- 15.6
  - a. directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
  - b. 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
  - c. any obligation or duty to defend any actions directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with 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, Injury shall include mental anguish, mental injury and/ or emotional distress.

- 15.7 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.
- 15.8 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.
- 15.9 Directly or indirectly resulting from, or in consequence of any travel package arrangement.

**16 EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY**

This Policy does not apply to or include legal liability:

- 16.1 directly or indirectly caused by or contributed to by or arising from:
  - 16.1.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - 16.1.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Provided that in respect of claims arising out of Injury which form the subject of Indemnity under Section A this Exclusion shall only apply to liability:

- a. of any party to whom Indemnity is granted under Clause 3.4. (or their personal representatives)
  - b. assumed by the Insured by agreement which would not have attached in the absence of such agreement
- 16.2 for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever
  - 16.3 for the Excess stated in the Schedule in respect of the first amount of each claim arising out of Damage
  - 16.4 which forms the subject of insurance by any other Policy and this Policy shall not be drawn into contribution with such other insurance.

## GENERAL CONDITIONS

### 17 GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

(Conditions 17.1. to 17.5. are precedent to Underwriters' liability to provide Indemnity under this Policy)

- 17.1 The Insured shall give immediate notice in writing to the Underwriters of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as the Underwriters may require. Every claim, writ, summons, notice of adjudication, referral notice or process and all documents relating thereto shall be forwarded to the Underwriters immediately they are received.
- 17.2 No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Underwriters who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Underwriters may reasonably require.
- 17.3 The Underwriters may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of Defence Costs incurred prior to the date of such payment (unless the Limit of Indemnity is stated to be inclusive of Defence Costs).

Provided that if the Underwriters exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Limit of Indemnity and such excess amount is insured either in whole or in part, with Defence Costs payable in addition to the Limit of Indemnity under this Policy then the Underwriters will also contribute their proportion of subsequent Defence Costs incurred with their consent as the Limit of Indemnity bears to the amount paid to dispose of a claim.

- 17.4 The Insured shall give notice to the Underwriters of any alteration or circumstance which materially affects the risks insured under this Policy and until the Underwriters be advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and the Insured has paid or agreed to pay the additional premium (if any) the Underwriters shall not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance.
- 17.5 Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and within 90 days of expiry of the Period of this Insurance declare such particulars as the Underwriters require. The premium shall then be adjusted and any difference paid or allowed to the Insured as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to employees, the required declaration shall also include remuneration to all persons defined as Persons Employed by this Policy. Failure to declare such particulars to the Underwriters shall entitle the Underwriters to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.
- 17.6 Any written proposal and/or declaration made by the Insured shall form the basis of this contract of insurance and is deemed to be incorporated herein.
- 17.7 If any claim under this Policy is in any respect fraudulent this Policy shall become void and all benefit hereunder shall be forfeited.
- 17.8 The Underwriters may cancel this Policy by giving 30 days' notice in writing of such cancellation to the Insured's last known address.
- 17.9 Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the law of England. The Policy and the Schedule 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 Policy or the Schedule shall bear such specific meaning wherever it may appear.



17.10 All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Underwriters to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

17.11 Contract (Rights of Third Parties) Act 1999 Clarification Clause

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

17.12 Data Protection Act 1998

It is understood by the Insured that any information provided to the Underwriters regarding the Insured will be processed by the Underwriters, 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 third parties.

17.13 E.U. Disclosure Clause (UK)

Notice to the Proposer/Insured

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

17.14 Several Liability

The liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions as shown in the Endorsement entitled Identity of Insurers. The Insurers are not responsible for the subscription of any co-subscribing insurers or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

17.15 Your Right to Cancel

You may cancel the policy within 14 days of the conclusion of the contract or the day on which you receive the policy document.

The Insured may cancel this Policy at any time by giving the Underwriters written notice and in such event the Underwriters will return a percentage of the premium and tax paid for the current Period of Insurance in accordance with the table below subject to:

1. No claims having been made and no incidents having arisen that could result in a claim under this Policy.
2. A minimum premium of £150 plus Insurance Premium Tax being retained by the Underwriters

Number of months on cover from commencement of the Period of Insurance	Percentage of current Premium returned including Tax
Within 1 month	80%
Within 2 months	70%
Within 3 months	60%
Within 4 months	50%
Within 5 months	40%
With in 6 months	30%
Within 7 months	20%
Within 8 months	10%
More than 8 months	0%

## 18 Claims Procedure

To make a claim simply call our claims help line telephone number: 0845 094 2077

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

The policy number stated on your schedule and full details of the claim.

## 19. Complaints Procedure

If you have a Complaint which relates to either Your Policy or to a claim which you have submitted under Your policy then please raise this in the first instance with Your broker who will aim to resolve Your concerns by close of the next business day.

If Your broker is unable to deal with your concerns the matter will be forwarded onto Your Insurer via your Insurance provider, who is:-

Commercial Express Quotes Limited  
B1 Custom House, The Waterfront,  
Level Street,  
Brierley Hill  
DY5 1XH

Whilst reviewing your complaint Your Insurer will:

- Acknowledge Your complaint promptly
- Investigate Your complaint quickly and thoroughly
- Keep You informed of the progress of your complaint
- Do everything possible to resolve Your complaint

Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.

If You are unhappy with the final decision made by Your Insurer , You may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Telephone: 0800 0234567 (for landline users)  
Telephone: 0300 1239123 (for mobile users)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

### Financial Services Compensation Scheme (FSCS)

Royal & Sun Alliance Insurance plc, AIG Europe Limited and Covéa Insurance 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. Further information may be obtained from Financial Services Compensation Scheme, 7<sup>th</sup> Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN Tel: 020 7892 7300 Fax: 020 7892 7301 or [www.fscs.org.uk](http://www.fscs.org.uk).

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

#### Financial Services Register

The Financial Services Register can be checked by visiting the Financial Conduct Authority website on [www.fca.org.uk](http://www.fca.org.uk) or by calling 0800 111 6768.

#### Financial Services Compensation Scheme

Insurers are covered by the FSCS. This means that You may be entitled to compensation from the scheme in the unlikely event that Insurers cannot meet its obligations. Further details can be obtained from FSCS, 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or [www.fscs.org.uk](http://www.fscs.org.uk)

## LEGAL HELPLINE SERVICE

You can obtain free confidential UK legal advice over the phone on any legal problem relating to your business.

To receive advice please contact by telephone Monday to Friday 9am to 5pm. You will be asked about your legal dispute and if necessary agreements will be made for you to be called back to give you your legal advice.

All calls may be recorded for training and monitoring purposes.

#### HELPLINE TELEPHONE NUMBER

0161 796 5445

## 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 JRPCX1602B1021, JRPCX1602B3005, JRPCX1602B3004 & UKBPY1600016 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 ERGO Versicherung AG (UK Branch), AmTrust Europe Limited and 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**

ERGO Versicherung AG (UK Branch), AmTrust Europe Limited and 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

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

*Please quote Your Policy number in all correspondence so that Your concerns may be dealt with speedily.*

If Your Insurance Broker is unable to resolve the complaint to Your satisfaction by close of business the following day and Your complaint relates to a claim then You should contact:

The Complaints Manager  
ERGO Versicherung AG, UK Branch  
4<sup>th</sup> Floor,  
35 Newhall Street,  
Birmingham,  
B3 3PU  
Phone 0121 200 5822  
Fax 0121 236 2889

If Your Insurance Broker or ERGO Versicherung AG, UK Branch remain unable to resolve the complaint to Your satisfaction then You may also have the right to refer Your complaint to:

The Financial Ombudsman Service  
Exchange Tower,  
London,  
E14 9GE  
Phone 08000 234 567

Further information is available from them and on [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

### Financial Services Register

The Financial Services Register can be checked by visiting the Financial Conduct Authority website on [www.fca.org.uk](http://www.fca.org.uk) or by calling 0800 111 6768

### Financial Services Compensation Scheme (FSCS)

ERGO Versicherung AG, UK Branch is covered by the FSCS. This means that You may be entitled to compensation from the scheme in the unlikely event that ERGO Versicherung AG, UK Branch cannot meet its obligations. Further details can be obtained from FSCS, 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or [www.fscs.org.uk](http://www.fscs.org.uk)

### Authorisation and Regulation

ERGO Versicherung AG is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf. Registered No: HRB36466. UK Branch registered in England and Wales, Registration No. BR016401. Registered Office: 55 King William Street, London, EC4R 9AD.

ERGO Versicherung AG, UK Branch is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Us on request.

## CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policyholder employs persons covered by the policy)

Certificate Policy No: CEQ952078/12/16

1. Name of Policyholder: Make It Perfect Weddings & Events Ltd t/a Make It Perfect Weddings & Ever
2. Date of Inception: 05 December 2016
3. Date of Expiry: 04 December 2017

We hereby certify that subject to paragraph 2: -

1. The policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney (b); and
2. (a) The minimum amount of cover provided by this policy is no less than £5 million (c).

Signed on behalf of Royal & Sun Alliance Insurance plc and other insurers as defined in the Policy (Authorised Insurers)



Steve Lewis  
Chief Executive, UK & Western Europe  
Royal & Sun Alliance Insurance plc

Dated this 05 December 2016

### Notes

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b) Specify applicable law as provided for in regulation 4 (6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy. (Paragraph 2 (b) does not apply and is deleted).

## THIS IS YOUR CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE.

A copy of the certificate must be displayed at all places where you employ persons covered by the policy.

The Employers' Liability (Compulsory Insurance) (Amendment) Regulations 2008 permits the display of this certificate in an electronic form, provided persons covered by this policy have reasonable access to it.

The employer is strongly encouraged to retain all records relating to this insurance.

Name and address of issuing intermediary:

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Commercial Express Quotes Ltd, B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH