

Mr Mark Brooks 1 Newbury Grange Binfield Bracknell Berkshire RG42 4JW

31st January 2024

Dear Mark

Reference: 00062716

#### Trailer & Liability Cater Protect Policy No 100718108BDN/0062716

Thank you for allowing us to arrange your Cater Protect Trailer and Liability Insurance on your behalf with Aviva.

I have attached the Policy Schedule and liability certificates below for your attention.

Your Cater Protect Policy document has already been attached as a PDF with the original quotation. If you require an additional copy, please contact our office.

You should take care to read the documentation to ensure that it is correct and meets with your requirements.

Particular attention should be given to the sections regarding excesses and security warranty, as a full understanding will enable You to make any claim proceed smoothly. You should also note that the terms and conditions as advised in our original quotation are complied with throughout the term of insurance. If you are in doubt please call our office to discuss to avoid any misunderstanding.

In the meantime, thank you for your business, do call us for quotations for your other insurance such as Motor, House, Contents and Commercial Insurances as they become due.

Yours sincerely

Sam Donohoe - Insurance Advisor GILES INSURANCE CONSULTANTS

MOTOR • HOME • LIABILITY • TRAILER • COMMERCIAL

01628 667707 • Website: www.gilesinsurance.net • email: insure@gilesinsurance.net

4b High Street, Burnham, Buckinghamshire SL1 7JH Proprietor N. A. Giles Cert PFS, Cert Cll

#### Giles Insurance Consultants is a trading name of Neil Giles which is authorised and regulated by the Financial Conduct Authority

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## Your Cater Protect Policy

Underwritten by, Aviva Insurance Limited. Registered in Scotland No.2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

# Policy Number: 100718108BDN/0062716

# Produced on: 31st January 2024

# THIS SCHEDULE FORMS PART OF YOUR POLICY

If, the information in The Schedule is incorrect or incomplete or if the Insurance does not meet Your requirements, please tell us as soon as possible.

You are reminded of the need to tell Us immediately of any circumstances or changes which We would take into account in Our assessment or acceptance of this Insurance as failure to disclose all relevant circumstances may invalidate Your Policy, or may result in the Policy not operating fully.

#### Your Policy Details

Effective Date: 29th January 2024

Policy Expires: 28th January 2025

Renewal Date: 29th January 2025

## Your Details

The Policyholder:

Mr Mark Brooks T/as Pop and Grind

Your Insurance Adviser's Details

Agency Number: 39/0032930

Name: Giles Insurance Consultants

Address: 4b High Street, Burnham, Buckinghamshire SL1 7JH

#### Important Notice to Policyholders Statement of Price

Please note that Your annual Insurance premium may include an amount or amounts for additional services. Where the premium is being collected by instalments there may be a charge. Please read Your documentation carefully to ensure You know how much You are paying in total.

Annual Premium: £429.44 Insurance Premium Tax: 51.53 Total Premium Due: £480.97

The Policyholder: Mr Mark Brooks T/as Pop and Grind

The Business: Mobile Catering Trailer

Correspondence address: 1 Newbury Grange, Binfield, Bracknell, Berkshire, RG42 4JW

Storage Address: 1 Newbury Grange, Binfield, Bracknell RG42 4JW

Summary of Cover

Asset Protection Business All Risks ...... Insured

Legal Liabilities Employers' Liability.....Insured

Public and Products Liability ..... Insured

# GENERAL ENDORSMENTS

#### General Endorsement 2

Policy cover is subject to three colour photographs of the property being lodged with Giles Insurance Consultants within 28 days of inception. These should be of the interior, front exterior and side exterior

#### **General Endorsement 3**

The policy shall not cover loss, damage or injury caused by spitting from spit roasts unless the meat is covered whilst cooking.

## **General Endorsement 4**

The policy shall not cover loss, damage or injury caused by coal or wood burning ovens unless the ashes from the oven are allowed to cool down and placed in a sealed metal bucket before being disposed of.

## General Endorsement 5

## A751 HIGH RISK PREMISES EXCLUSION

We will not provide indemnity in respect of work

- (1) on or in
  - (a) Power stations or nuclear installations/establishments.
  - (b) Oil, gas or chemical
    - (i) Refineries
    - (ii) Bulk storage
    - (iii) Production premises.
  - (c) Mainframe computers or rooms containing mainframe computers.
  - (d) Aircraft, aerospace systems or hovercraft.
  - (e) Watercraft other than work, not involving the use of heat, on or in watercraft in docks, harbours, boatyards or inland waterways.
  - (f) Railways or airports.
- (2) Underground or underwater.

#### **General Endorsement 6**

If in relation to any claim for Damage to Property Insured caused by or resulting from fire or explosion, You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim. 1. A maximum of 40 litres of oil or equivalent cooking medium allowed per trailer/van or non-trailer risks

#### **General Endorsement 7**

Policy Subject to Standard Aviva policy wording

#### Gas Endorsement

• Gas Cylinders – property endorsement relevant to food trailers and vans (Applies to all risks with more than 2x 19kg gas bottles)

If in relation to any claim for damage to property insured caused by or resulting from fire or explosion, You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

1. In respect of the trailers/vans gas installation and flues;

- a. gas appliances and flues must be maintained in a safe condition
- b. servicing is undertaken every 12 months
- c. maintenance work should be undertaken by a registered gas engineer

d any problems affecting its safe operation rectified as soon as possible

e. once the registered gas engineer is satisfied that the equipment is working satisfactorily and that the installation is safe and within permitted operational tolerance, a suitable gas safety record should be obtained and retained for a period of 3 years.

#### Effective from: 29th January 2024 Produced on: 31st January 2024

2. In respect of trailers/vans with a specific gas cylinder compartment You must ensure that the compartment;

a. has adequate ventilation

b. has a means of preventing unauthorised access

c. has a 1 hour fire barrier to the trailer/van wall

d. only contain the regulator, pigtails, gas spanner and cylinders, no other materials should be stored in the compartment

e. has only the required number of cylinders to operate the equipment plus a reserve of the same capacity

f. has all connections between the compartment and the inside of the trailer/van fire stopped at all times.

3. In respect of trailers/vans that do not have a specific gas cylinder storage compartment You must ensure that whilst the cooking equipment is in use;

a. gas cylinders are kept 1m from the trailer/van in a tamper proof enclosure.

b. a warning notice must be displayed on the enclosure

c. the enclosure must have adequate ventilation

d. have only the required number of cylinders to operate the equipment plus reserve cylinders of the same capacity

e. cylinders must be on a level, flat non-combustible surface and if over 13kg should be secured by a chain to prevent them falling over

f. whilst the cooking equipment is not in use You must ensure that Gas Cylinders are stored within the trailer/van but 1m away from any source of heat.

# • Gas Cylinders – property endorsement relevant to non-trailer risks (Applies to all risks with more than 2x 19kg gas bottles)

If in relation to any claim for damage to property Insured caused by or resulting from fire and/or explosion, You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim

1. in respect of the gas installation and flues;

- a. gas appliances and flues must be maintained in a safe condition
- b. a weekly inspection must be made by You
- c. servicing is undertaken every 12 months
- d. maintenance work should be undertaken by a registered gas engineer

e. any problems affecting its safe operation rectified as soon as possible

f. once the registered gas engineer is satisfied that the equipment is working satisfactorily and that the installation is safe and within permitted operational tolerance, a suitable gas safety record should be obtained and retained for a period of 3 years

g. the entire internal area of all flues and extract system ducting, including extraction motors and fans must be thoroughly cleaned by a competent person with the removal of all greasy and oily deposits and other waste materials, at least every six (6) months.

2. in respect of the gas cylinders;

a. cylinders must not be sited within the structure and should be in a cage or housing which complies with the following:

i. be sited outside the structure and a minimum 1m from the wall of the structure in a tamper proof enclosure

ii. have a warning notice displayed on the enclosure

iii. have an LPG distribution system which must comprise of an isolation valve, regulator, and preferably a pressure gauge either permanently fixed to the wall of the enclosure or on a stable post

iv. the housing must be ventilated at high and low levels

v. have only the required number of cylinders to operate the equipment plus a reserve of the same amount as a maximum

vi. have cylinder changing instructions within the cage or housing

vii. be sited on a level, flat non-combustible surface and if the cylinders are over 13kg they should be secured by a chain to prevent them falling over.

# **Endorsement – amended Contract of Insurance**

#### The following applies to your policy:

The first part of the Contract of Insurance clause is amended and restated as follows:

## The Contract of Insurance

The contract of insurance between you and us consists of the following elements, which must be read together:

- your policy wording;
- the information contained on your "Statement of Fact" document issued by us;
- the policy schedule;
- any notice issued by us;
- any endorsement to your policy; and
- the information under the heading "Important Information" which we give you when you take out or renew your policy.

In return for you having paid or agreed to pay the premium, we will provide the cover set out in this policy, to the extent of and subject to the terms and conditions contained in or endorsed on this policy.

The following paragraphs remain unaltered:

- Important
- Breach of Term
- Terms not relevant to the actual loss

10,000

#### **BUSINESS ALL RISKS**

The Storage Address: 1 Newbury Grange, Binfield, Bracknell RG42 4JW

Item Property Insured Sum Ir	sured £
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1. Mobile Catering Trailer Laurie 3m Box

**Additional Clauses applicable: None** 

Additional Conditions applicable: None

Excess: £250

## SPECIAL ENDORSEMENT 1

You must keep an appropriate Dry Powder Fire Extinguishing Appliance and fire blanket where cooking is carried out and maintain all Fire Extinguishing Appliances in proper working order

## SPECIAL ENDORSEMENT 2

This Section excludes Damage resulting from theft or attempted theft unless a hitchlock and wheel clamp has been fitted.

# SPECIAL ENDORSEMENT 3

We will not indemnify You in respect of Damage caused by theft or attempted theft out of trading hours unless

- (a) The Property Insured is kept in a
  - (i) Fenced and locked compound
  - (ii) Driveway of Your private dwelling house
  - (iii) Locked building

# (b) Security includes

(i) A minimum 2 metre high fence

Or

(ii) 24hour manned security

Whenever the Property Insured is stored in a compound.

#### **SPECIAL ENDORSEMENT 4**

We will not indemnify You in respect of Damage to generators, gas bottles, stock or money.

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#### SPECIAL ENDORSEMENT 5

Basis of Claims Settlement - Vehicles

Unless otherwise stated in The Schedule, in the event of Damage the basis upon which we will calculate the amount we pay for any claim in respect of vehicles will be

(a) Where the vehicle is 3 years old or less at the date of Damage We will pay for the Reinstatement of the Property Insured lost destroyed or damaged provided that You can produce evidence of value.

(b) Where the vehicle is more than 3 years old at the date of Damage We will pay for the Reinstatement of the Property Insured less an allowance for wear, tear and depreciation.

(c) Where the vehicle is more than 3 years old but has been refurbished within the last 3 years we will pay for the Reinstatement of the Property Insured lost destroyed or damaged provided You can produce evidence of value.

A vehicle sum insured will represent the combined sum insured in respect of the trailer and all fixtures and fittings.

## SPECIAL ENDORSEMENT 7

Where we have stipulated that a tracking system is required then We will not indemnify You in respect of Damage as a result of theft or attempted theft unless the tracking system

- (a) is a Category S7, or category above, Thatcham Approved Tracker
- (b) is fitted and armed whenever the vehicle or trailer is left unattended.

# EMPLOYERS LIABILITY

Limit of Indemnity - £10,000,000

Description of Activities: Mobile Catering Trailer

Estimated Annual Turnover: £25,000

Endorsements applicable:

1 (or more) Employers Liability certificate is attached. It is advised that You retain a copy of each Employers' Liability certificate issued to You.

# PUBLIC AND PRODUCTS LIABILITY

The Business: Mobile Catering Trailer

Limit of Indemnity: £5,000,000

Description of Activities: Mobile Catering Trailer

Estimated Annual Turnover: £25,000

Excess: Damage to property excess applicable: £250

Endorsements applicable:

Effective Date: 29th January 2024

# Important Information

Each time We use "We/Us/Our/Aviva" this will have the same meaning wherever it appears unless we state otherwise. We/Us/Our/Aviva means Aviva Insurance Limited.

# **Material Circumstances**

IMPORTANT - This policy is a legal contract

Please remember that you must make a fair presentation of the risk to us. This means that you must:

- (1) disclose to us every material circumstance which you know or ought to know or, failing that, sufficient information to alert us that we need to make further enquiries; and
- (2) make such disclosure in a reasonably clear and accessible manner; and
- (3) ensure that, in such disclosure, any material representation as to a: (a) matter of fact is substantially correct; and (b) matter of expectation or belief is made in good faith.

A material circumstance is one that is likely to influence an insurer in the acceptance and assessment of the application. You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy. If you fail to make a fair presentation of the risk then this could affect the extent of cover provided or could invalidate your policy, so if you are in any doubt as to whether a circumstance is material then it should be disclosed to us.

Disclosures should be specific and made in a reasonably clear and accessible manner. We will not be deemed to have knowledge of any information generally referred to (for example the contents of company websites listed in the risk presentation) or any matter not expressly drawn to our attention.

Each renewal invitation is made on the basis of the information we have at the time it is issued. We may revise or withdraw it if, before the date your renewal takes effect, any event occurs that gives rise to a claim or alters the material circumstances under this insurance, even if we are notified after your renewal date. A specimen copy of the policy wording is available on request. You should keep a record (including copies of letters) of all information supplied to us for the purposes of the renewal of this insurance. A copy of the completed application will be supplied on request within a period of three months after its completion.

# Data Protection – Privacy Notice

Aviva Insurance Limited is the main company responsible for your Personal Information (known as the controller).

We collect and use Personal Information about you in relation to our products and services. Personal Information means any information relating to you or another living individual who is identifiable by us. The type of Personal Information we collect and use will depend on our relationship with you and may include more general information (e.g. your name, date of birth, contact details) or more sensitive information (e.g. details of your health or criminal convictions).

Some of the Personal Information we use may be provided to us by a third party. This may include information already held about you within the Aviva group, information we obtain from publicly available records, third parties and from industry databases, including fraud prevention agencies and databases.

This notice explains the most important aspects of how we use your Personal Information, but you can get more information by viewing our full privacy policy at aviva.co.uk/privacypolicy or requesting a copy by writing to us at: The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR. If you are providing Personal Information about another person you should show them this notice.

Effective from: 29th January 2024 Produced on: 31st January 2024

We use your Personal Information for a number of purposes including providing our products and services and for fraud prevention.

We also use profiling and other data analysis to understand our customers better, e.g. what kind of content or products would be of most interest, and to predict the likelihood of certain events arising, e.g. to assess insurance risk or the likelihood of fraud.

We may carry out automated decision making to decide on what terms we can provide products and services, deal with claims and carry out fraud checks. More information about this, including your right to request that certain automated decisions we make have human involvement, can be found in the "Automated Decision Making" section of our full privacy policy.

We may process information from a credit reference agency, including a quotation search where you are offered an Aviva credit payment facility. More information about this can be found in the "Credit Reference Agencies" section of our full privacy policy.

We may use Personal Information we hold about you across the Aviva group for marketing purposes, including sending marketing communications in accordance with your preferences. If you wish to amend your marketing preferences please contact us at: <u>contactus@aviva.com</u> or by writing to us at: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD. More information about this can be found in the "Marketing" section of our full privacy policy.

Your Personal Information may be shared with other Aviva group companies and third parties (including our suppliers such as those who provide claims services and regulatory and law enforcement bodies). We may transfer your Personal Information to countries outside of the UK but will always ensure appropriate safeguards are in place when doing so.

You have certain data rights in relation to your Personal Information, including a right to access Personal Information, a right to correct inaccurate Personal Information and a right to erase or suspend our use of your Personal Information. These rights may also include a right to transfer your Personal Information to another organisation, a right to object to our use of your Personal Information, a right to object to our use of your Personal Information, a right to withdraw consent and a right to complain to the data protection regulator. These rights may only apply in certain circumstances and are subject to certain exemptions. You can find out more about these rights in the "Data Rights" section of our full privacy policy or by contacting us at <a href="mailto:dataprt@aviva.com">dataprt@aviva.com</a>

# Fraud Prevention and Detection

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this to prevent fraud and money laundering.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity;
- Check details of job applicants and employees.

#### Claims History

- Under the conditions of your policy you must tell us about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.
- We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

You should show these notices to anyone who has an interest in the insurance under the policy.

# If You Have a Complaint

If for any reason you are unhappy with the product or service, please get in touch as soon as possible. For contact details and more information about the complaints procedure please refer to your policy documents.

Where a complaint cannot be resolved to your satisfaction you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567 or visit their website at <u>www.financial-ombudsman.org.uk</u>, where you will find further information.

#### Our Regulatory Status

Risks situated within the UK and other countries excluding the EEA are underwritten by Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and our firm's reference number is 202153.

Risks situated within the EEA are underwritten by Aviva Insurance Ireland Designated Activity Company. Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland. Our firm's reference number is No. C171485. A private company limited by shares. Registered in Ireland, No. 605769. Registered Office: Cherrywood Business Park, Dublin, Ireland D18 W2P5. Registered UK Branch Address: St Helen's, 1 Undershaft, London EC3P 3DQ. UK Branch authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority (FCA reference No. 827591) and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting <u>www.fca.org.uk</u>.

# Financial Services Compensation Scheme

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See fscs.org.uk

# Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

- The law applying in that part of the UK, the Channel Islands or the Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives, or
- In the case of a business, the law applying in that part of the UK, the Channel Islands or the Isle of Man where it has its principal place of business, or
- Should neither of the above be applicable, the law of England and Wales will apply.

## Making a Claim

Should you need to make a claim under this policy, please contact us on 0800 015 1498.

In all cases, please quote your policy number.

#### Copy document availability

If you would like to receive copies of your policy documents in paper, please contact your insurance adviser. Copies will be provided free of charge.

## **Telephone Call Charges and Recording**

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.



# **Public and Products Liability Certificate**

Name of Policyholder:	Mr Mark Brooks T/as Pop and Grind
Business Type:	Mobile Catering Trailer
Insurance Company:	Aviva Insurance Limited
Policy Number:	100718108BDN/0062716
Date of Commencement of Insurance:	29th January 2024
Date of Expiry of Insurance:	28th January 2025
Type of Cover:	Public & Products Liability
Limit of Indemnity:	£5,000,000

Subject to the Terms, Conditions and Exceptions of the full Aviva policy wording

Signed on behalf of Giles Insurance Consultants

Neil Giles Cert PFS, Cert CII

Underwritten by, Aviva Insurance Limited. Registered in Scotland No.2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

MOTOR • HOME • LIABILITY • TRAILER • COMMERCIAL 01628 667707 • Website: <u>www.gilesinsurance.net</u> • email: <u>insure@gilesinsurance.net</u> 4b High Street, Burnham, Buckinghamshire SL1 7JH Proprietor **N. A. Giles** Cert PFS, Cert Cll

Giles Insurance Consultants is a trading name of Neil Giles which is authorised and regulated by the Financial Conduct Authority



# Certificate of Employers' Liability Insurance (a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998, 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)

Policy Number 100718108BDN/0062716

Name of Policyholder

Mr Mark Brooks T/as Pop and Grind

Date of Commencement of Insurance 29th January 2024

Date of Expiry of Insurance 28th January 2025

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, or to offshore installations in territorial waters around Great Britain and its Continental Shelf (b)
- 2. the minimum amount of cover provided by this Policy is no less than £5 million (c)

Signed on behalf of Aviva Insurance Limited (Authorised Insurer)

Authorised Signatory Adam Winslow Chief Executive Officer, UK & Ireland General Insurance

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.

#### It is advised that You retain a copy of each Employer's Liability certificate issued to You

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