

## CX Fast Food – Summary of Cover

### Purpose of this Document.

The purpose of this document is to provide you with a summary of the cover available under your CX Fast Food Combined Insurance Certificate. The information provided is "Key Information" you should read, it **Does Not** contain the full terms, conditions & exclusions. These are detailed in the certificate wording, a copy is available on request.

### Name of the Insurers.

Your CX Fast Food policy is underwritten by Great Lakes Reinsurance (UK) PLC and arranged by Commercial Express Quotes Limited.

### Period of Insurance.

Your Insurance will operate for a period of 12 months unless otherwise agreed.

### The cover Available

Your policy is written on a package basis, it has a number of sections to which you may be able to add additional covers such as Accidental Damage and Subsidence.

The core sections are as follows:

- Material Damage
- Loss of Profits
- Glass, Sanitary Fittings, Signs and Fascias
- Money
- Goods in Transit
- All Risks to Business Equipment
- Book Debts
- Loss of Licence
- Deterioration of Stock
- Employers Liability
- Public Liability
- Products Liability

### Features & Benefits

- Wide range of perils that can be extended to include Accidental Damage & Subsidence.
- Buildings cover includes Debris removal & Architects, Surveyors & Engineers Fees.
- Claims settled on a reinstatement basis.

- Loss of profit cover £250,000
- Book Debts £25,000
- Loss of Licence £50,000
- Money £2,000
- Goods in Transit £2,000
- Glass, Sanitary Fittings, Signs and Fascias £1,000.00
- Public Liability £2,000,000
- Products Liability £2,000,000
- Employers Liability £10,000,000

### Excess Applicable

Unless otherwise stated you will be responsible for the following portion of each and every loss

- Section A-H £250.00 each & every loss other than subsidence £1,000.00 each & every loss
- Section I £50.00 each & every loss
- Section K Third Party Property Damage £250.00 each and every loss

### General Exclusions

General Exclusions Include.

- Terrorism,\*
- Asbestos,\*  
*\*other than Section J, Employers Liability where this coverage is limited to £5,000,000 any one occurrence.*
- War Risks
- Contamination
- Radioactive Contamination
- Sonic Booms
- Confiscation by Local Authority of Government
- Loss of Electronic Data
- Mechanical or Electrical Derangement
- Damage caused by changes in the Water Table

### Policyholder Obligations

The certificate of insurance contains certain warranties & conditions, which must be complied with for cover to be operative, please study these carefully.

### Law Applicable to Contract.

You are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary, the insurance shall be subject to English Law.

### **The Duty of Disclosure**

Your insurance is based on the information provided, it is important that this information is accurate as in the event of a claim, your cover may not be operative. It is also important that all material facts likely to affect the insurers assessment of your insurance be disclosed. If you are in any doubt as to what constitutes a material fact, please contact 0845 094 2077 for assistance.

### **Cancellation Rights**

You may cancel this insurance within 14 days of the day you purchase this insurance or the day, on which you receive the policy document, whichever is the later. Underwriters reserve their rights to charge a proportion of the premium or, if you have made a claim on this policy, to refund any premium.

### **Making A Claim**

Full Details of how to make a claim are contained within the certificate booklet. To report a claim, please call,

- a) Carr Greenwood Smith  
0161 835 5553.
- b) Reynolds Porter Chamberlain  
Limited (**Liability claims only**)  
0203 060 6000

### **Data protection**

All personal information provided will be treated as private & confidential, except where the disclosure is made at your request, with your consent, in relation to the administering of your insurance or where the law requires us. As part of the FSA duties, we may be asked to provide them with access to our customer records in order that they may carry out a reviews of our activities

### **Details of Regulator.**

Great Lakes Reinsurance (UK) PLC & Commercial Express Quotes Limited are authorised and regulated by the Financial Services Authority. The Financial Services Authority website, which includes a register of all regulated firms can be visited at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register), or the Financial Services Authority can be contacted on 0845 606 1234.

### **Making a Complaint**

We wish to provide you with a first class service at all times, if you are unhappy in anyway please write and tell us and we will do our best to resolve the problem.

If you have any questions or concerns about your insurance or the handling of a claim you should, in the first instance contact

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

If you are unable to resolve the matter with Commercial Express and wish to make a complaint you may do so at any time by referring the matter to

The Compliance Officer  
Great Lakes Reinsurance (UK) PLC  
1 Minster Court  
Mincing Lane  
London  
EC3R 7YH.

Complaints that cannot be resolved by Great Lakes Reinsurance (UK) PLC may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process. Further information is available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **Financial Services Compensation Scheme**

Great Lakes Reinsurance (UK) PLC is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Great Lakes Reinsurance (UK) PLC is unable to meet its obligations to you under this contract. If you are entitled to compensation under this Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the  
Financial Services Compensation Scheme

7th Floor, Lloyd's Chambers,  
Portsoken Street  
London E1 8BN  
and on their website [www.fscs.org.uk](http://www.fscs.org.uk).

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

## Catering Legal Expenses Insurance

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

### NAME OF INSURER

The policy is underwritten by **Norwich Union Insurance Limited. Registered in England No.99122. Registered Office: 8 Surrey Street, Norwich NR1 3NG. An Aviva company.**

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

### NAME OF COVERHOLDER

The policy is administered on behalf of the insurers by **Legal Insurance Management Ltd, 58 Hagley Road, Stourbridge, West Midlands. DY8 1QD.**

### TYPE OF INSURANCE

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

### SIGNIFICANT FEATURES AND BENEFITS

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

| Section of Cover                     | Cover Provided  | Specific Section Exclusions<br>(Please note that this only shows the significant exclusions and reference should be made to the policy wording for a definitive list)                                |
|--------------------------------------|---|--|
| <b>Employment Disputes</b>           | Defence of a contract of employment dispute with an employee.   | Any dispute arising within the first 90 days of the first period of insurance extended to 180 days where this involves redundancy or existing disciplinary issues.                                   |
| <b>Employment Awards</b>             | Payment of any compensatory award arising from the judgement of an Employment Tribunal.   | Cover does not apply to the payment of wages or where dismissal was not carried out in accordance with ACAS guidelines. Cover must apply under Employment Disputes for this section to be effective. |
| <b>Restrictive Employee Covenant</b> | Pursuing a claim against any employee or former employee who is in breach of a restrictive covenant in his or her contract of employment. |  |

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

### **SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS**

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

- Other than the excess (first amount of any claim you are required to pay) shown under the relevant section of cover listed above, unless otherwise shown on the policy schedule, no additional excess applies.
- If you can convince us that there are sensible prospects of being successful in your claim and that it is reasonable for Professional Fees to be paid we will take over the claim on your behalf appoint a specialist of our choice to act on your behalf.
- We may limit the Professional Fees that we will pay under the policy where we consider it is unlikely a reasonable settlement of the claim will be obtained, or the potential settlement amount of the claim is disproportionate compared with the time and expense incurred in pursuing or defending the claim.  
Where it may cost us more to handle a claim than the amount in dispute we may at our option pay to you the amount in dispute which will then constitute the end of the claim under the policy.
- If Legal Proceedings have been agreed by us you may at that stage decide to nominate and use your own solicitor or indeed, you may wish to continue to use our own specialists. If you decide to nominate your own solicitor we must agree this in advance and you will be responsible for any Professional Fees in excess of those

which our own specialists would normally charge us (Details are available upon request).

- At conclusion of the claim if you are awarded any costs (not your damages), these must be paid to us.
- Please note that if you should engage the services of a solicitor prior to making contact with us any costs that you incur are not covered by this Insurance.
- This is a policy where you must notify us during the period of insurance and within 30 days of any circumstances which may give rise to any claim under the policy. Failure to do so could mean that we decline to pay a claim for your Professional Fees.
- The jurisdiction and territorial limits of the policy is The United Kingdom

#### **DURATION OF THE CONTRACT**

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

#### **CANCELLATION**

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

#### **CLAIMS ADDRESS**

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

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

Claims Department  
Legal Insurance Management Ltd  
58 Hagley Road  
Stourbridge  
West Midlands  
DY8 1QD

#### **COMPLAINTS PROCEDURE**

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

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

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

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

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

South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

### **COMPENSATION SCHEME**

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

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You can get more information about the compensation scheme arrangements from the FSCS.