Just Catering Midlands Limited
21 Midhurst Road
Birmingham
B30 3RB

4th November 2021 Reference: 00068823

Dear Carl

Employers & Public Liability
Cater Protect
Policy No 100718108BDN/0068823

Thank you for allowing us to arrange Your Cater Protect Public, Product and Employers' 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

Nicola Taylor Cert CII
GILES INSURANCE CONSULTANTS

Follow us on Facebook @gilesinsurance
Join the conversation @GilesInsSrvcs
Find us on LinkedIn

MOTOR • HOME • LIABILITY • TRAILER • COMMERCIAL

Giles Insurance Consultants
01628 667707 • www.gilesinsurance.net • insure@gilesinsurance.net
4b High Street, Burnham, Buckinghamshire SL1 7JH
Proprietor **N. A. Giles** Cert PFS, Cert CII
Giles Insurance Consultants is a trading name of Neil Giles which is authorised and regulated by the Financial Conduct Authority

This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this email. Please notify the sender immediately by email if you have received this email by mistake and delete this email from your system. Email transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message or attached documents or for any damage suffered by your computer system caused by any errors or viruses contained in the email message or any attached documents.

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/0068823

Produced on: 4th November 2021

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: 11th November 2021

Policy Expires: 10th November 2022

Renewal Date: 11th November 2022

Annual Premium: £129.94

Insurance Premium Tax: 15.59

Total Premium Due: £145.53

Your Details

The Policyholder:

Just Catering Midlands Limited

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.

Policy Number: 100718108BDN/0068823

Effective Date: 11th November 2021 **Produced on: 4th November 2021**

The Policyholder: Just Catering Midlands Limited

The Business: Home Preparation Kitchen
Buffet Catering(Excludes Silver Service)
Catering on Third Party Premises

Correspondence address: 21 Midhurst Road, Birmingham B30 3RB

Summary of Cover

Asset Protection
Business All Risks .....Not Insured

Legal Liabilities
Employers' Liability..... **Insured**

Public and Products Liability **Insured**

Policy Number: 100718108BDN/0068823

Effective Date: 11th November 2021 **Produced on: 4th November 2021**

GENERAL ENDORSMENTS

General Endorsement 2

Policy Subject to Standard Aviva Policy wording.

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

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.

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.

Policy Number: 100718108BDN/0068823

Effective from: 11th November 2021 Produced on: 4th November 2021

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**

Policy Number: 100718108BDN/0068823

Effective Date: 11th November 2021 **Produced on: 4th November 2021**

EMPLOYERS LIABILITY

Limit of Indemnity - £10,000,000

Description of Activities: Home Preparation Kitchen
Buffet Catering(Excludes Silver Service)
Catering on Third Party Premises

Estimated Annual Turnover: £50,000

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.

Policy Number: 100718108BDN/0068823

Effective Date: 11th November 2021 **Produced on: 4th November 2021**

PUBLIC AND PRODUCTS LIABILITY

The Business: Home Preparation Kitchen
Buffet Catering(Excludes Silver Service)
Catering on Third Party Premises

Limit of Indemnity: £10,000,000

Description of Activities: Home Preparation Kitchen
Buffet Catering(Excludes Silver Service)
Catering on Third Party Premises

Estimated Annual Turnover: £50,000

Excess: Damage to property excess applicable: £250

Endorsements applicable:

Policy Number: 100718108BDN/0068823

Effective Date: 11th November 2021 **Produced on: 4th November 2021**

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

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

Personal Information

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at www.aviva.co.uk/privacypolicy or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester LE7 1PD.

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of the product. Additional controllers include you intermediary, who are responsible for the sale and distribution of the product, and any applicable insurers, reinsurers or brokers we use.

Policy Number: 100718108BDN/0068823

Effective from: 11th November 2021 **Produced on: 4th November 2021**

Personal information we collect and how we use it

We will use personal information collected from you and obtained from other sources:

- to provide you with insurance: we need this to decide if we can offer insurance to you and if so on what terms and also to administer your policy, handle any claims and manage any renewal,
- to support legitimate interests that we have as a business. We need this to:
    - manage arrangements we have with our insurers, reinsurers and brokers we use, and for the detection and prevention of fraud,
    - help us better understand our customers and improve our customer engagement. This includes profiling and customer analytics which allows us to make certain predictions and assumptions about your interests, make correlations about our customers to improve our products and to suggest other products which may be relevant or of interest to customers,
- to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

We may also use personal information about other people, for example family members you wish to insure on a policy. **If you are providing information about another person we expect you to ensure that they know you are doing so. You might find it helpful to show them this privacy notice.**

The personal information we collect and use will include name, address and date of birth, financial information and details of your business and property. If a claim is made we will also collect personal information about the claim from you and any relevant third parties. We may also need to ask for details relating to the health or any unspent offences or criminal convictions of you or somebody else covered under your policy. We recognise that information about health and offences or criminal convictions is particularly sensitive information. We'll ensure that we only use that information where we need to for our insurance purposes (including assessing the terms of your insurance contract, dealing with changes to your policy and/or dealing with claims).

There may be times when we need consent to use personal information for a specific reason. If this happens we will make this clear to you at the time. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us – refer to the "Contacting us" details below. Please note that if consent to use this information is withdrawn we will not be able to continue to process the information you gave us for this/these purpose(s). This would not affect our use of the information where consent is not required.

Of course, you don't have to provide us with any personal information, but if you don't provide the information we need we may not be able to proceed with your application or any claim you make.

Some of the information we use as part of this application may be provided to us by a third party. This may include information already held about you and your business and property within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

Credit Reference Agency Searches
To ensure the Insurer has the necessary facts to assess your insurance risk, verify your identity, help prevent fraud and provide you with our best premium and payment options, the Insurer may need to obtain information relating to you at quotation, renewal and in certain circumstances where policy amendments are requested. The Insurer or their agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims.

The identity of our credit reference agency and the ways in which they use and share personal information, are explained in more detail at www.transunion.co.uk/crain.

How we share your personal information with others

We carry out automated decision making to decide whether we can provide insurance to you and on what terms, deal with claims or carry out fraud checks. In particular we use an automated underwriting engine to provide on-line quotes, using the information we have collected.

How we share your personal information with others

We may share your personal information:

- with the Aviva group, our agents and third parties who provide services to us, and your intermediary] and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other in respect of risks underwritten by Aviva, with insurers who cover Aviva under its group insurance policies and with our brokers who arrange and manage such reinsurance and insurance arrangements. They will use your data to decide whether to provide reinsurance and insurance cover, arrange and manage such cover, assess and deal with reinsurance and insurance claims under such cover and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies

Some of the organisations we share information with may be located outside of the European Economic Area ("EEA"). We'll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

How long we keep your personal information for

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes.

Your rights

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us – refer to the "Contacting us" details below.

Contacting us
If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at dataprt@aviva.com or writing to the Data Protection Officer, Level 5, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.

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 can supply on request further details of the agencies and databases we access or contribute to and how this information may be used. If you require further details please contact us at:
Policy Investigation Unit, Aviva, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs, Glasgow G64 2QR. Telephone: 0345 300 0597. Email: PIUUKDI@AVIVA.COM

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 our service, we would like to hear from you. In the first instance, please contact your insurance adviser. Where a complaint cannot be resolved to your satisfaction you may be able to ask the Financial Ombudsman Service to carry out an independent review. Whilst we are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the Financial Ombudsman Service by telephone on 0800 023 4567. You can also visit their website at www.financial-ombudsman.org.uk, where you will find further information.

Aviva Regulatory Status

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with firm reference no. 202153.

You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting their website www.fca.org.uk.

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 1468.

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:	**Just Catering Midlands Limited**
Business Type:	**Home Preparation Kitchen** **Buffet Catering(Excludes Silver Service)** **Catering on Third Party Premises**
Insurance Company:	**Aviva Insurance Limited**
Policy Number:	**100718108BDN/0068823**
Date of Commencement of Insurance:	**11th November 2021**
Date of Expiry of Insurance:	**10th November 2022**
Type of Cover:	**Public & Products Liability**
Limit of Indemnity:	**£10,000,000**

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

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Giles Insurance Consultants
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4b High Street, Burnham, Buckinghamshire SL1 7JH
Proprietor **N. A. Giles** Cert PFS, Cert CII
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/0068823

Name of Policyholder

Just Catering Midlands Limited

Date of Commencement of Insurance **11th November 2021**

Date of Expiry of Insurance **10th November 2022**

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 Insurers)



Authorised Signatory
Colm Holmes
Chief Executive Officer, UK 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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and the Prudential Regulation Authority.