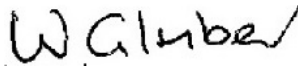


# Policy Schedule

## Commercial Combined

---

<b>Wording reference:</b>	G M Imber - Ascot 1414 - Commercial Combined V1.0 01 04 2021
<b>Unique Market Reference Number:</b>	B6022PK21RQ548Q1X
<b>Policy number:</b>	MO04C35788H
<b>Insured name:</b>	Kent Farmers Market Association
<b>Premises Address:</b>	Lodge Oast, Horns Lodge Lane, Tonbridge, Kent, TN11 9NJ
<b>Business description:</b>	Market Operators, Market Management, Food Tasting/Cooking Demos & Selling Food & Drinks (Hot & Cold) & Market Trading
<b>Period of insurance:</b>	<b>Effective from:</b> 1/08/2022
<i>Both dates inclusive</i>	<b>To:</b> 31/03/2023
<b>Total Property Premium</b>	£60.00
<b>Total Employers' Liability Premium</b>	£0.00 100% minimum & deposit adjustable annually on an expiring rating basis
<b>Total Public/Products Liability Premium</b>	£0.00 100% minimum & deposit adjustable annually on an expiring rating basis
<b>Total premium</b>	£0.00
<b>Insurance Premium Tax (IPT):</b>	£0.00
<b>Policy fee:</b>	£0.00
<b>Total payable:</b>	£0.00
<b>Binding underwriter:</b>	GM Imber & Sons Limited
<b>Subscribing Insurers:</b>	Syndicate 1414 at Lloyd's (100%)
<b>Signed for and on behalf of the Binding Underwriter</b>	
<b>Date of issuance:</b>	10/08/2022

Contracting Parties:

**Subscribing Insurers: Syndicate 1414 at Lloyd's**

Syndicate 1414 at Lloyd's is managed by Ascot Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered in England and Wales (No.04098461). Registered Office: 20 Fenchurch Street, London, United Kingdom EC3M 3BY.

**Binding Underwriter: GM Imber & Sons Limited**

GM Imber & Sons Limited is authorised and regulated by the Financial Conduct Authority No: 448476. GM Imber & Sons Limited is registered in England No: 560297. Registered Office: 77A High Street, East Grinstead, West Sussex, RH19 3DD

<b>Section 1 – Property Damage</b>	<b>INSURED</b>
	<b>Sum Insured</b>
Buildings	£0.00
Contents (Contents, fixtures and fittings, machinery and plant, all fixed glass, signs and fascias, glass showcases, shelves tops and mirrors)	£0.00
Contents (Computers and Office Equipment)	£0.00
Stock (excluding wines and spirits and tobacco and precious metals)	£0.00
Stock of wines, spirits and tobacco	Not Insured
Stock in the open	Not Insured
Optional extension to Section 1 – Contents anywhere in the world	<b>INSURED</b>
	<b>Sum Insured</b>
	£2,500.00
<b>Section 2 – Business Interruption</b>	<b>NOT INSURED</b>
Indemnity Period	12 months
	<b>Sum Insured</b>
Estimated Gross Profit	Not Insured
Estimated Gross Rental	Not Insured
Estimated Gross Revenue	Not Insured
Additional Increased Cost of Working	Not Insured
Outstanding Debit Balances	Not Insured

<b>Section 3 – Employers’ Liability</b>	<b>INSURED</b>
Limit of Indemnity	<b>£10,000,000 any one occurrence inclusive of all costs and expenses limited to £5,000,000 any one occurrence inclusive of all costs and expenses in respect of Asbestos and Terrorism</b>
<b>Section 4 – Public Liability</b>	<b>INSURED</b>
Limit of Indemnity	<b>£10,000,000 any one occurrence inclusive of all costs and expenses</b>
<b>Section 5 – Products Liability</b>	<b>INSURED</b>
Limit of Indemnity	<b>£10,000,000 any one occurrence and in the aggregate inclusive of all costs and expenses</b>
<b>Section 6 – Money and Assault</b>	<b>INSURED</b>
<b>Loss of Money</b>	<b>Sum Insured</b>
In transit in the custody of an Insured Person	£2,500
In a bank night safe	£5,000
In the Premises during Business Hours	£2,500
In a locked safe in an enclosed building in the Business portion of the Premises outside Business Hours	£5,000
Not in a locked safe, in an enclosed building at the Premises outside Business Hours	£500
In the custody of a security company operating to British Standard BS7872 and having a written contract with You for a maximum period of twenty four (24) hours	£12,500
In the private dwelling of Yours, a Business Partner, director or Employee if authorised by You	£500
<b>Assault</b>	<b>Maximum Benefit per Insured Person</b>
Death (which shall not be presumed by the disappearance of the Insured Person)	£10,000
Loss of Limbs or Sight	£10,000
Permanent Total Disablement	£10,000
Temporary Total Disablement	£50 per week
Temporary Partial Disablement	£25 per week

Medical Expenses	£1,000
<b>Section 7 – Goods in transit</b>	<b>INSURED</b>
	<b>Sum Insured</b>
Own vehicles – any one vehicle	£2,500.00
Third party vehicles – any one vehicle	Not Insured
<b>Section 8 – Deterioration of Stock</b>	<b>NOT INSURED</b>
	<b>Sum Insured</b>
	Not Insured
<b>Section 9 – Loss of Licence</b>	<b>NOT INSURED</b>
	<b>Sum Insured</b>
	Not Insured
<b>Excess (if Section Insured)</b>	
<b>Section 1 – Property Damage</b>	<b>Excess</b>
Material Damage – All Perils (other than specified below)	£250
Subsidence, Landslip & Heave	£1,500
Flood	£250
Theft	£250
<b>Section 2 – Business Interruption</b>	£250
<b>Section 3 – Employers’ Liability:</b>	Nil
<b>Section 4 – Public Liability – Third Party Property Damage:</b>	£250
<b>Section 4 – Public Liability – Third Party Bodily Injury:</b>	Nil
<b>Section 5 – Products Liability:</b>	£250
<b>Section 6 – Money &amp; Assault</b>	£150
<b>Section 7 – Goods in Transit</b>	£150
<b>Section 8 – Deterioration of Stock</b>	£250
<b>Section 9 – Loss of Licence</b>	£250

## Applicable Endorsements

LIAB002 - Bona-fide Sub-contractors Condition Precedent  
LIAB009 Fireworks/Explosives and Pyrotechnics Exclusion  
LIAB027 - Rights of Recourse Condition  
LIAB051 – Market Operator Condition Precedent  
LIAB052 – Market Operators Activity Exclusion  
LIAB053 – Injury to participants (Contact Sports) exclusion  
LIAB126 – Use of Firearms Exclusion  
PROP007 – Fixed Electrical Installation Testing Condition Precedent  
PROP018 – Gutters/Downpipes Condition Precedent  
PROP040 – Forklift Truck Charging Condition Precedent  
PROP041 – Portable Heating exclusion  
GMIMISCO24 - Extended Perils  
GMIMISCO25 - Extended Money Cover  
GMIMISCO26 - Casual Traders  
GMIMISCO57 Property Cover  
GMIMISCO58 – Insured Markets  
GMIMISCO49 – Additional Event

---

### Important notice

#### **These Endorsements are Conditions Precedent**

**We** are only prepared to provide cover under the **Sections** identified in this **Endorsement** if **You** take the steps and precautions to reduce the risk of losses which are specified as condition precedent.

If **You** do not comply with these conditions precedent **We** will not be liable for any claims under the **Sections** of cover to which they apply.

**We** will not rely on a condition precedent in these **Endorsements** to exclude, limit or discharge our liability for a loss if, where Section 11 of the Insurance Act 2015 applies, **You** can prove that non-compliance could not have increased the risk of a loss which actually occurred in the circumstances in which it occurred.

---

## LIAB002 - Bona-fide Sub-contractors Condition Precedent

It is a condition precedent to **Our** liability under the Employer's Liability, Public Liability and Products Liability Sections of this **Policy** that all bona-fide sub-contractors engaged have liability insurance in full force and effect throughout the period for which work is undertaken for **You** and which as a minimum includes:

1. Employers' Liability with a limit of indemnity of not less than £10,000,000; and

2. Public (including Pollution) and Products Liability with a limit of indemnity of not less than £5,000,000; and
3. an indemnity to principal extension; and
4. full coverage for the scope of work undertaken by the bona-fide sub-contractor for **You**.

**You** shall obtain and retain a copy of the bona-fide sub-contractor's insurance policy schedule or maintain other written evidence of the insurance in force for inspection by **Us** when required.

## LIAB009 Fireworks/Explosives and Pyrotechnics Exclusion

This **Policy** does not cover legal liability arising out of the use of any explosives, fireworks or other pyrotechnic devices.

## LIAB027- Rights of Recourse Condition

**You** shall maintain full rights of recourse against any manufacturer or supplier from which **You** have obtained **Products** from.

## LIAB051 – Market Operator Condition Precedent

It is a condition precedent to **Our** liability under the Employer's Liability and Public Liability Sections of this **Policy** that:

1. **You** shall obtain approval from the relevant local authority for the operation of any event in connection with the **Business** and comply fully with all conditions imposed by them in respect of the event operation.
2. Prior to any event in connection with **Business** **You** shall check that all traders and exhibitors have Public Liability insurance in force with at least £1,000,000 limit of indemnity. This shall not apply to traders at car boot sales.
3. **You** shall notify the local relevant authorities immediately should the road and/or roads leading into our out of any premises used by **You** for any event in connection with **Business** become unsafe due to mud deposited by vehicles entering or leaving such event and erect suitable signs warning motorists accordingly.

## LIAB052 – Market Operators Activity Exclusion

This Policy does not cover legal liability arising out of or in connection with:

1. **You** operating as a trader and/or a wholesaler
2. The liability of any trader or exhibitor

## LIAB053 – Injury to participants (Contact Sports) exclusion

The Public Liability section of this Policy does not cover legal liability arising out of or in connection with Injury to any person participating in a contact sport.

## LIAB126 – Use of Firearms Exclusion

This **Policy** does not cover legal liability arising out of or in connection with the use of firearms.

## PROP007 – Fixed Electrical Installation Testing Condition Precedent

It is a condition precedent to **Our** liability under this **Policy** that:

- (a) All fixed electrical installations are tested by an NICEIC (National Inspection Council for Electrical Installation Contracting) or ECA (Electrical Contractors Association) registered contractor at least once in every three (3) year period and a current IEE test certificate has been issued showing no deviations;
- (b) **You** will make any such Electrical Installation Condition Report (EICR) or IEE certificate available to **Us** or **Our** representatives on request.

## PROP018 – Gutters/Downpipes Condition Precedent

It is a condition to **Our** liability under this **Policy** that:

- (a) all gutters and/or downpipes are cleared of all debris/deposits within 30 days of **Policy** inception and further cleared at regular intervals of not more than six months
- (b) **You** shall maintain a maintenance record for (a) and make this available to **Us** or **Our** representatives on request.

## PROP040 – Forklift Truck Charging Condition Precedent

It is a condition precedent to **Our** liability under this **Policy** that in respect of the charging of forklift trucks:

- a) charging equipment area must be cleared and a space of at least three metres around must be maintained at all times;
- b) hatched floor markings are to be provided;
- c) chargers are to be wall mounted and hard wired into the electrical installation through a fused spur;
- d) all charging leads are to be inspected annually and replaced as necessary;
- e) no charging of forklift trucks shall be carried out overnight.

## PROP041 – Portable Heating exclusion

**We** shall have no liability under this **Policy** where there is use of storage of paraffin or portable electric or gas heaters at the **Premises**.

## GMIMISC024 - Extended Perils

It has been noted and agreed that the policy has been extended to cover the following additional perils, which include Fire, Aircraft, Explosion, Storm, Flood, Earthquake, Escape of Water, Impact, Riot and Malicious Persons, Theft & Accidental Damage.

## GMIMISC025 - Extended Money Cover

It has been noted and agreed that the policy will cover each Market Operator to the sum of £1,000 cash during work hours whilst at the market (Belonging to the Market Operator) and £500 all other locations.

## GMIMISC026 - Casual Traders

It has been noted and agreed that the Public Liability and Products Liability have been extended to cover a potential new trader for up to one day at one of the markets insured under this policy. However, the second time that trader turns up to any of these markets to trade they then need to have their own Public Liability and Products Liability insurance in force.

## GMIMISC031 - Trailer Cover

It has been noted and agreed that this policy has been extended to include All Risks cover for the Wye's trailer, sum insured at £1,500.

Full Theft cover will only apply when the wheel clamp is on the trailer.

An excess of £250 will apply for theft and material damage

## GMIMISC057 Property Cover

It has been noted and agreed that the policy covers stock and contents belonging to the Market Operator up to £2,500 any one Market.

## GMIMISC058 – Insured Markets

It has been noted and agreed that the following Markets are insured under the Kent Farmers Market Association Scheme:

Aylesford, Bearsted, Bexhill, Biggin Hill, Brentford, Bridge, Chatham, Cliftonville, Earls Court, East Dean, Egerton, Elham Food & Craft Festival, Hastings, Herne Bay, Hildenborough, Hythe, Kentish Markets (Folkestone), Kent Showground: Heritage Transport, Knockholt, Lenham, Lewes Friday, New Ash Green, Pantiles Tunbridge Wells, Penshurst, Reuthes, Rolvenden Village, Rye, Sandgate, Seaford Town, Sheriff Hutton, Shipbourne, Staplehurst, Tenterden, Tonbridge, Wateringbury, Whitstable, Whitstable Castle, Artisan, Wye, White Cliffs (Dover), & Hadlow Community

## GMIMISC049 –Additional Event

It has been noted and agreed that this policy has been extended to cover the Tonbridge Food Festival, which takes place on the 28<sup>th</sup> May 2022 & 29<sup>th</sup> May 2022, and includes setting up before and clearing up after the event.

It has been noted and agreed that this policy has been extended to cover the Tonbridge Food Festival, which takes place on the 3<sup>rd</sup> September 2022 and 4<sup>th</sup> September 2022, and includes setting up before and clearing up after the event.

It has been noted and agreed that this policy has been extended to cover the Tunbridge Wells Food Festival, which takes place on the 24<sup>th</sup> September 2022 & 25<sup>th</sup> September 2022, and includes setting up before and clearing up after the event.





All other terms conditions and exclusions of the **Policy** remain unaltered.

## HOW TO REPORT A CLAIM

Should You need to report or make a claim, please contact Ascot Syndicate 1414 at Lloyd's specialist claims handler Woodgate and Clark Limited, whose details are below. You may if You wish also advise us to do this on Your behalf.

Woodgate and Clark Limited  
42 Kings Hill Avenue  
Kings Hill  
West Malling  
Kent  
ME19 4AJ

	<b>Telephone:</b>	<b>E-mail:</b>
<b>Claims</b>	<b>+44 (0) 1732 520260</b>	<b><a href="mailto:newclaim@woodgate-clark.co.uk">newclaim@woodgate-clark.co.uk</a></b>
<b>Out of office</b>	<b>+44 (0) 1732 520270</b>	

It will be helpful when reporting a claim if You are able to advise the Policy number and brief details of the claim.

### What to do in the event of a claim

You should take all reasonably practicable steps to mitigate or reduce further Damage or Bodily Injury. No prior approval is required.

If possible, provide evidence in the form of photos of damage, injury and documentation including quotes, invoices or receipts.

You should not admit liability even if asked to do so by a third party.

You shall give Us or Our representative all necessary assistance.

Complete and return any claim form sent to You, as soon as possible.