



FOOD / EATERIES PACKAGE INSURANCE

This is a packaged policy made up of insurances underwritten by Accelerant Insurance Europe SA and ARAG plc and the customer is unable to purchase either insurance separately. Therefore, the premium detailed below is the total premium for the package of insurances.

POLICY REFERENCE	GIL1/5268172
INCEPTION DATE	25 July 2024 to 24 July 2025
BUSINESS NAME	Bongou Food Services Ltd T/as Bongou
BUSINESS ADDRESS	19 North Fort Street Edinburgh EH6 4HB

PREMIUM

	with Accelerant Insurance Europe SA	£399.38
	Insurance Premium Tax	£47.93
In respect of Legal Expenses, administered by ARAG plc & underwritten by SCOR UK Company Ltd	£40.00	
	Insurance Premium Tax	£4.80
	Policy Fee	£70.00
	Total Premium	£562.11



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SCHEDULE OF INSURANCE

Please read in conjunction with your 'Statement of Facts/Proposal & Key Facts'

POLICY REFERENCE	GIL1/5268172
INSURER	Accelerant Insurance Europe SA
INCEPTION DATE	25 July 2024
EXPIRY DATE	24 July 2025
BUSINESS NAME	Bongou Food Services Ltd T/as Bongou
BUSINESS	Café
BUSINESS ADDRESS	19 North Fort Street Edinburgh EH6 4HB
PREMIUM	£447.31, including £47.93 Insurance Premium Tax

SUMS INSURED AND LIMITS OF LIABILITY

BUILDINGS (including subsidence, landlords fixtures and fittings)	£ 0
SIGNS	£ 2,500
PLAYING SURFACES, ARTIFICIAL SURFACES AND FLOODLIGHTS	£ 0
LOSS OF RENT PAYABLE	£ 0
DOMESTIC CONTENTS (excludes jewellery & antiques) - maximum limit £1,500 per single item	£ 0
TENANT'S IMPROVEMENTS	£ 0
CONTENTS INCLUDING TRADE FIXTURES & FITTINGS, MACHINERY, PLANT (including Property Held in Trust)	£ 4,080
ELECTRONIC EQUIPMENT & COMPUTERS (including EPOS systems and computerised tills)	£ 714
PROPERTY IN THE OPEN	£ 2,500
STOCK AND MATERIALS IN TRADE, THE PROPERTY OF THE INSURED OR IN COMMISSION FOR WHICH THE INSURED IS HELD LEGALLY RESPONSIBLE	£ 1,000
WINES & SPIRITS	£ 0
DETERIORATION OF STOCK	£ 2,000
GOODS IN TRANSIT	£ 2,000
GLASS	UNLIMITED
BOOK DEBTS (Outstanding Debit Balances)	£ 10,000
EQUIPMENT BREAKDOWN	INCLUDED
BUSINESS INTERRUPTION (12 months Indemnity Period) - GROSS PROFIT	£ 500,000
BUSINESS INTERRUPTION FROM BREAKDOWN	INCLUDED
EMPLOYEE DISHONESTY	£ 10,000
EMPLOYERS LIABILITY	£ 10,000,000
PUBLIC LIABILITY	£ 5,000,000
PRODUCTS LIABILITY	£ 5,000,000
PERSONAL ACCIDENT	£ 5,000
LOSS OF LICENCE	£ 0
MONEY:	
(i) DURING WORKING HOURS AND IN TRANSIT	£ 5,000
(ii) IN LOCKED SAFE OUTSIDE WORKING HOURS	£ 2,000
(iii) NOT IN SAFE OUTSIDE WORKING HOURS OR IN PRIVATE RESIDENCE	£ 500
PERSONAL ACCIDENT from ASSAULT	£ 25,000 / £100 per week
PERILS OPERATIVE, INCLUDING ACCIDENTAL DAMAGE	ALL



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EXCESSES APPLICABLE

EXCESS (the first amount you pay) applicable to Section 1 - Material Damage, Section 3 - Equipment Breakdown, Section 5 - Public Liability for Third Party Property Damage, Sub-Section B - Employee Dishonesty of Section 6 - Management Protector	£ 500
ESCAPE OF WATER EXCESS applicable to Section 1 - Material Damage	£ 1,000
SUBSIDENCE EXCESS	£ 1,000

ADDITIONAL TERMS & CONDITIONS

ACC457: WALK-IN CHILLER / FREEZER CONDITION

It is a condition precedent to the **Insurer's** Liability that in respect of all **Buildings** which contain a walk-in chiller or freezer with composite panels the following apply to the composite panels of such chillers or freezers:

- any damaged composite panels must be replaced or repaired without delay
- items such as battery chargers must not be suspended from composite panels
- a hot work permit system must be in operation whenever heat work is to be carried out on the **Premises**
- all ductwork passing through composite panels must be sleeved in non-combustible material
- all wiring passing through composite panels must be encased in metal conduit and sealed with rubber grommets
- all composite panels do not have polystyrene core

ACC567: INDEX LINKING

Any Sums Insured for the following items shown on the Schedule are subject to annual indexation in line with suitable indices to be decided upon by the **Insurer** :

- Buildings
- Domestic Contents
- Tenant's Improvements
- Contents/Trade Fixtures and Fittings/Machinery/Plant/All Other Contents
- Electronic Equipment and Computers

At each renewal of the Policy, the premium shall be calculated on the revised Sum Insured.

ACC572: PFAS (PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES) ABSOLUTE EXCLUSION

Cover under this Policy excludes any liability arising directly or indirectly from or in any way connected with PFAS losses as defined within this Exclusion.

This Policy does not provide any liability for:

1. Any bodily injury, property damage, personal and advertising injury loss, liability, damage, compensation, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of PFAS.
2. Any and all losses, costs and expenses resulting from any claim, litigation, dispute, arbitration, investigation or any other legal proceeding or dispute resolution in whole or in part directly or indirectly caused by, arising out of, resulting from, based upon or in any way related to PFAS, including but not limited to any of the following conducts:
 - a. actual, alleged or threatened inhalation of, ingestion of, consumption of, contact with, exposure to, existence of or presence of PFAS containing products or materials
 - b. design, manufacture, production, use, sale, installation, placing on the market, removal, distribution, handling, packaging, storage, marketing, processing of or any other similar business-related activity relating to PFAS-containing products or materials
 - c. testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralising, remediating, disposing of or in any way responding to or assessing the effects of PFAS-containing products or materials
 - d. failure to report any PFAS-containing products or materials to authorities
 - e. failure to warn of potential consequences arising from, or the inadequacy of any warning relating to any of the conducts described in a) to d) above.

If We / the **Insurer** allege that this Exclusion applies to any claim under this Policy, the burden of proving the contrary shall be upon You / the **Insured**.

For the purpose of this Exclusion, PFAS means:

Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances in any form, including but not limited to:

- a.
 - i. perfluorinated methyl group (-CF₃); or
 - ii. perfluorinated methylene group (-CF₂-); or
- b. any breakdown of any organic molecule, salt, free radical or ion, or the composition thereof
- c. any goods, product or material that has the same or similar chemical formula or structure as such Perfluorinated Compounds, Perfluoroalkyl



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and Polyfluoroalkyl Substances

- d. its presence or use in any alloy, by-product, compound or other material or waste that includes or is derived from such compounds or substances.

All other **Policy** terms and conditions remain unaltered.

ACC149: SPILLAGE POLICY CONDITION

It is a condition precedent to insurers liability under **Section 4 - Employers' Liability** and **Section 5 - Public and Products Liability** that there is a written Spillage Policy in place which ensures the efficient management of slips and trips. This includes the immediate identification and clearing up of any spillages &/or broken glass with warnings signs appropriately displayed to highlight any wet or contaminated floor surfaces.

ACC303: TUMBLE DRYER CONDITION

It is a condition precedent to the Insurer's liability under **Section 1 - Material Damage** that with regards to Tumble Dryers the Insured ensures the following procedures are adhered to:

1. all oily and/or greasy fabric materials intended for tumble drying must first been suitably washed using an appropriate degreasing agent,
2. dryers are not to be left unattended whilst in operation,
3. dryers are to be cleaned of waste materials such as lint after each cycle or in accordance with the manufacturers' recommendations. The waste materials must be removed and suitably disposed of and not be allowed to accumulate around the machines or laundry.
4. all fabric materials after drying are to be then cooled by either of the following methods:
 - a. the drying machine cooling cycle
 - b. by the items been removed and separated to cool naturally.



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STATEMENT OF FACTS / PROPOSAL

When taking out insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair representation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair representation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair representation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

Neither I, nor any directors or partners in the business have ever:-

had an insurance contract cancelled by an insurer.	No
had an insurance contract declared void by an insurer.	No
had different terms applied to an insurance contract by an insurer due to misrepresentation by: - providing misleading or incorrect information, - deliberately or recklessly withholding information, - providing false documents	No
had insurance cover restricted or cancelled due to non-compliance with risk improvement requirements.	No
been convicted of or charged with but not yet tried for a criminal offence other than motoring offences. (NOTE: Spent convictions (as defined under the Rehabilitation of Offenders Act 1974 or any similar or subsequent legislation) do not need to be declared.)	No

Neither I, nor any directors or partners in the business either personally or in connection with the business or in any other business capacity have ever been:-

convicted of (or charged but not yet tried with) a breach of any UK health and safety legislation by any official body regulatory authority or enforcing authority.	No
served with a prohibition notice or improvement notice in connection with any UK health and safety legislation by any official body regulatory authority or enforcing authority.	No
served with a clean-up notice in connection with any UK health and safety legislation by any official body regulatory authority or enforcing authority.	No

All lifting plant and pressure vessels/boilers which are subject to Statutory Regulations are regularly inspected by qualified engineers as required by the legislation.	Yes
To the best of our knowledge we comply with our legal obligations under UK health and safety legislation.	Yes

Neither I, nor any directors or partners in the business or in the name of any other business which any of us had an interest have:-

been declared bankrupt or insolvent either as private individuals or in connection with any business within the last ten years.	No
been disqualified from holding a directorship.	No
been the subject of a County Court Judgement (or the Scottish equivalents) in respect of debt as private individuals or in connection with any business within the last six years.	No
been a director or partner in a business that has been the subject of a County Court Judgement (or the Scottish equivalents) in respect of debt within the last six years.	No
been officers of a company that has been declared insolvent, or had a receiver or liquidator appointed, or entered into arrangements with creditors in accordance with the Insolvency Act 1986 within the last ten years.	No



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CLIENT DETAILS

Business Category :	Café
Proposers name and trading name in full :	Bongou Food Services Ltd T/as Bongou
Business Status :	Limited Company
Is this client ERN exempt?	Yes
Reason for being ERN exempt :	All employees earn less than PAYE threshold
Is there a Third Party Interest to be noted?	No
Risk Address :	19 North Fort Street Edinburgh EH6 4HB
Number of years trading at this address?	5
Number of years trading at a previous address?	0

PREMISES

The Premises / Buildings of the Business being proposed (including outbuildings):	
Have walls built of brick, stone or concrete?	Yes
Have a roof of slate, tile, metal or concrete, excluding any flat roof area?	Yes
Has a flat roof percentage of?	5%
What is the construction of the flat roof?	Felt on Timber
Are in a good state of repair and kept in a like manner?	Yes
Have a listed status?	No
Were built in what year?	Post 1850
Located in a shopping centre, arcade or mill complex?	No
Trade all year round?	Yes
Are entirely self contained?	No 1 door that leads to the stairway of the flats above. Tenants cannot gain access through the door leading to the cafe as the door is locked and bolted
Are occupied solely by the business?	Yes
Have residential accommodation at the premises other than that which acts as the private dwelling of the proposer or their employee?	Yes
Is residential accommodation let to Students, Asylum Seekers, Refugees or persons who receive Housing Benefits directly or indirectly?	No
Occupied by the proposer, or their employees, overnight?	No
Are free from storm exposure and/or are in an area which is free from flooding and at least 400 metres away from the nearest river, canal, lake or tidal waterway?	Yes
Are free from, and in an area (within 400m of the premises) which is free from any signs of subsidence, heave and/or landslip?	Yes
Had the Electrical Installation tested by a certified NICEIC, ELECSA or ECA Contractor within the last 5 years and all reported defects remedied?	Yes
Has an open fire, woodburning or multifuel stove?	No



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RISK INFORMATION

Turnover :	£ 80,000
Wages :	£ 30,000
Total Number of Employees :	5
Has a Health & Safety Risk Assessment of the premises been carried out?	Yes
Is there a Health & Safety Policy in place?	Yes
Is frying undertaken at the premises, other than shallow frying?	Yes
Is there a full frying range (fish & chip shop style) located and used at the premises?	No
Are the kitchen and/or canopy hood, range extraction systems and ducting annually maintained and cleaned by professional contractor?	Yes
Is a pressure cooker used on the premises?	No
Number of covers:	25
What is the Scores on the Doors rating?	Pass (Scotland)
Is Outside Catering offered?	No
Do you provide a delivery service to customers?	No

RISK PROTECTIONS

Does the proposed premises comply with the minimum security requirements described below?	Yes
<p>1) The Final Exit Door of the premises is fitted with either a mortice deadlock / hook lock, which has 5 or more levers with matching boxed striking plate and conforms to BS3621 standard, or a cylinder operated deadlock or a deadlocking multi-point locking system. Timber doors frames to be at least 45mm thick. All aluminium framed doors are to be fitted with a swing bolt type mortice deadlock.</p> <p>2) All other external doors and all internal doors giving access to any part of the building not occupied by the insured for the purposes of the business, are fitted with either, the security detailed in 1), or two key operated security bolts of doors, fitted approximately 30cm from both the top and bottom of the door.</p> <p>3) All Cellar Flaps are fitted with the security as detailed in 1), or 5 lever close-shackle padlocks, together with substantial locking bars.</p> <p>4) All ground floor and basement opening windows and skylights and all other opening windows and skylights, accessible from roofs, balconies, decks, canopies, down pipes or canopies must be fitted with key operated window locks or permanently fixed shut.</p> <p>Any door or window officially designated to be a Fire Exit by the Fire Authority is excluded from these requirements. These are to be secured internally by panic bolts or fire exit bolts. Any additional devices are to be approved by the local Fire Prevention Officer.</p>	
Are all accessible windows protected by either solid steel bars or grilles?	No
Are all accessible external doors protected solid steel shutters?	Front
Are the premises thoroughly protected by an intruder alarm system, under the sole control of the insured?	No
Is there CCTV on the premises?	No



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CLAIMS

Has the Proposer(s), Partner(s) or Directors(s) suffered a loss, claim or incident (which may give rise to a claim) at these premises, or any other premises, whether insured or not within the last 5 years?

No

ADDITIONAL INFORMATION



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COMMERCIAL PACKAGE LEGAL SOLUTIONS

Policy Number: GIL1/5268172

Date: 26 June 2024

Insured:

Bongou Food Services Ltd T/as Bongou

Agent:

NBS Underwriting

Business Description:

Cafe & Sandwich Shop

Cover From: 25 July 2024

Cover Expiry: 24 July 2025

Operative Covers:

- Employment
- Employment compensation awards
- Employment restrictive covenants
- Tax protection
- Property
- Legal defence
- Compliance & regulation
- Statutory licence appeals
- Loss of earnings
- Employees' extra protection
- Crisis communication

ARAG on-line Legal Services:

www.arag.co.uk/docs

Voucher Code: X1232K545CA3

Cost of Cover:

Premium: £40.00

IPT: £4.80

Total: £40.00

Limit of Indemnity:

£100,000 per claim

Aggregate Limit:

£1,000,000 per annum

(Employment Compensation Awards)

Further Information: Your policy has been inception / renewed on the basis of the information you provided at inception / renewal and the subsequent disclosure of any material facts you have declared.
Please check that the information shown is accurate and that the cover suits your needs.

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