

## CX Tools (Outside Caterers) Policy Wording

Effected through:

### Commercial Express Quotes Limited

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Numbers JRPCX1102B1021 to the undersigned by Underwriters, whose names and the proportions underwritten by them appear below and are hereinafter referred to as "**Underwriters**" and in consideration of the premium specified herein.

THE **UNDERWRITERS** hereby agree to the extent and in the manner hereinafter provided, to indemnify the Insured against loss or Damage sustained or legal liability for accidents happening during the period stated in the Schedule, after such loss, Damage or liability are proved.

PROVIDED always that:

1. The liability of the **Underwriters** shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the **Underwriters**;
2. This Certificate insures in respect ONLY of such of the sections hereof as are so specified in the Schedule.

IN WITNESS whereof this Certificate has been signed as follows:

100% with Great Lakes Reinsurance (UK) PLC

This Certificate is made and accepted subject to all the provisions, conditions, warranties and exclusions set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

In Witness whereof, this Certificate has been signed at the place stated and on the date specified in the schedule.

For and on behalf of **Underwriters**:

Authorised signatory

This is Your CX Tools (Outside Caterers) Insurance policy It sets out your insurance protection in detail. Please study it carefully and make sure you understand all of the terms & conditions.

The policy should be read in conjunction with the schedule of insurance; please also check this document to ensure that it is accurate.

Your premium has been based upon the information shown in the policy Schedule and recorded in your statement of fact.

**Useful Telephone Numbers.**

To make a claim under your policy

0845 604 6615

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

**THE UNDERWRITERS HEREBY AGREE** to indemnify the Insured against All Risks of Physical Loss of or Damage to **PROPERTY** from whatsoever cause arising occurring during the Period of Insurance, except as hereinafter specified, and subject to the terms and conditions contained hereinafter, within the geographical limits, and not exceeding the total sum insured specified in the Schedule.

**PROPERTY:**

**OUTSIDE CATERERS BUSINESS EQUIPMENT** pertaining to this **TRADE** the property of the **INSURED** or held by the **INSURED** in trust or on commission any where in the United Kingdom.

It is noted and agreed this Insurance is subject to the following :-

**WHAT IS NOT COVERED.**

**EXCLUSIONS: Underwriters shall not be liable for the following**

Loss or damage due to wear and tear moths vermin deterioration rust or any other gradually operating cause (unless consequent upon accident to the conveyance, Fire or Explosion) depreciation delay or the carriage of explosives breakdown or failure.

Mechanical or electrical derangement

Cleaning repairing or restoration

Acts of fraud or dishonesty

Loss of or damage to money documents or title deeds bonds bills of exchange promissory notes precious stones bullion gold or silver articles and jewellery

Loss of or damage to glass other than arising from the explosion or theft or accident to the conveying vehicle Any consequential losses or any costs of replacing or reinstating data or rewriting documents

Theft from unattended Vehicles unless:

- a) All doors, Windows and other opening are left closed, securely locked and properly fastened
- b) Entry or Access to the vehicle has been affected by forcible and violent entry.
- c) Equipment if out of the view from the exterior of the vehicle.

**OBSERVANCE OF CERTIFICATE TERMS**

The **INSURED** will observe and fulfill the terms conditions and **endorsements of this Certificate** in so far as they relate to anything to be done or complied with by the **INSURED**

**REASONABLE PRECAUTIONS**

The **INSURED** will take all reasonable precautions to prevent **INJURY** loss or damage and take all reasonable measures to observe and fulfill the requirements of all statutory obligations and regulations.

**ALTERATION OF TRADE OR BUSINESS**

The **INSURED** will immediately notify the **UNDERWRITERS** in writing of any alteration in the **TRADE** or **BUSINESS** which may increase the risk of loss or damage.

**UNDERWRITERS RIGHTS**

The **UNDERWRITERS** having been advised of a claim under this Certificate will be entitled to undertake in the name of the **INSURED** defence control or settlement of any claim and for its own benefit take proceedings in the **INSURED'S** name to mitigate the loss.

**UNDERWRITERS RIGHTS AFTER A LOSS**

The **UNDERWRITERS** shall be entitled on the happening of any loss or damage to take and keep possession of the property and to deal with the salvage in a reasonable manner but property may not be abandoned to the **UNDERWRITERS**.

**OTHER INSURANCES**

If at the time of any loss or destruction of or damage to Property there is any other insurance covering the same property the **UNDERWRITERS** shall not be liable for more than their rateable proportion of any claim for such loss destruction or damage.

**PAYMENT OF PREMIUM**

The Premium will be paid when due otherwise all benefit under this Certificate will be forfeited.

**MISDESCRIPTION**

The Certificate will be void able in the event of nondisclosure of any material information or fact or misrepresentation or misdescription.

**LAW GOVERNING THE CERTIFICATE**

Unless otherwise agreed in writing any dispute or difference concerning liability under or interpretation of this Certificate will be governed by and construed in accordance with English Law and the **INSURED** will submit such dispute or difference to the exclusive jurisdiction of the English Courts

**CANCELLATION**

The **UNDERWRITERS** may cancel this Certificate at any time giving fourteen days notice by recorded delivery letter to the **INSUREDS** address last known to the **UNDERWRITERS** and in such event the **UNDERWRITERS** will return the pro-rata portion of the premium and tax for the unexpired Period of Insurance.

The **INSURED** may cancel this Certificate at any time by giving the **UNDERWRITERS** written notice and in such event the **UNDERWRITERS** will return a percentage of the premium and tax paid for the current Period of Insurance in accordance with the table below subject to:

1. No claims having been made and no incidents having arisen that could result in a claim under this Certificate
2. A minimum premium of £25 plus Insurance Premium Tax being retained by the **UNDERWRITERS**

<b>Number of months on cover from commencement of the Period of Insurance</b>	<b>Percentage of current Premium returned including Tax</b>
Within 1 month	80%
Within 2 months	70%
Within 3 months	60%
Within 4 months	50%
Within 5 months	48%
With in 6 months	30%
Within 7 months	20%
Within 8 months	10%
More than 8 months	0%

It is hereby understood and agreed that the following additional Terms and Conditions apply in respect of the above referenced Certificate:

**CLAIMS -**

**BASIS OF SETTLEMENT**

- a. Payment of the amount of the loss or
- b. At the discretion of the Underwriter, replace or repair the **PROPERTY**

**INSUREDS ACTION**

Whenever anything occurs which might give rise to a claim under this Certificate the Insured will

- a. Immediately notify **UNDERWRITERS** and provide such written information or details as maybe required.
- b. Send to the **UNDERWRITERS** immediately on receipt and unacknowledged every letter claim write summons or process relating to a claim
- c. All losses involving theft or disappearance shall be reported immediately to the police

**CO-OPERATION**

The **INSURED** will provide all help assistance and co operation required by the **UNDERWRITERS** in connection with any claim.

**AVERAGE CLAUSE**

This Insurance is subject to the Condition of Average, that is to say, if the property covered by this Insurance shall at the time of any loss be of greater value than the sum insured hereby, the Insured shall only be entitled to recover hereunder such proportion of the said loss as the sum insured by this Insurance bears to the total value of the said property.

## General Certificate Exclusions

The following exclusions will apply to the indemnity given under the whole of this Certificate (including all Sections and Endorsements) unless otherwise indicated.

### 1. Institute Radioactive Contamination Exclusion Clause

This clause shall be paramount and shall override anything contained in this **Certificate** inconsistent herewith:

In no case shall this **Certificate** cover loss **Damage** liability or expense directly or indirectly caused by or contributed to by or arising from;

- i) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### 2. War & Civil War Exclusion Clause

Notwithstanding anything to the contrary contained herein this Certificate does not cover Loss or **Damage** directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage** to property by or under the order of any government or public or local authority

NOTE: This Exclusion does not apply to Section H as regards claims by employees for death, **Bodily Injury**, illness or disease arising out of and in the course of their employment in the **Business**.

### 3. Sonic Bangs

The Insurers shall not provide indemnity under this Certificate in respect of any loss, destruction or **Damage** or any consequential loss occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 4. Confiscation

The Insurers shall not provide indemnity under this Certificate in respect of any loss, destruction or **Damage** directly or indirectly occasioned by, happening through or in consequence of confiscation, nationalisation, requisition or destruction of or **Damage** to property by or under order of any government, municipal, local or customs authority.

### 5. Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear or disrupt any segment of the economy.

This endorsement also excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the **Underwriters** allege that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Insured**.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect

## 6. **Electronic Data Endorsement**

### 1 **Electronic Data Exclusion**

Notwithstanding any provision to the contrary within the Certificate or any endorsement thereto, it is understood and agreed as follows :

- a. *This Certificate does not insure loss, **Damage**, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss*

*Electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment*

Computer virus means a set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'

- b. However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Certificate, subject to all its terms, conditions and exclusions, will cover physical **Damage** occurring during the original Certificate period to property **insured** by the original Certificate directly caused by such listed peril.

*Listed Perils:*

*Fire*

*Explosion*

### 2. **Electronic Data Processing Media Valuation**

Notwithstanding any provision to the contrary within the Certificate or any endorsement thereto, it is understood and agreed as follows :

*Should electronic data processing media **insured** by this Certificate suffer physical loss or **Damage insured** by this Certificate, then the basis of valuation shall be the cost of the blank media plus the costs of copying the electronic data from the back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such electronic data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Certificate does not insure any amount pertaining to the value of such electronic data to the **Insured** or any other party, even if such electronic data cannot be recreated, gathered or assembled.*

## 7. Nuclear Energy Risks Exclusion Clause

This Certificate shall exclude Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purposes of this agreement Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:

- i) Nuclear reactors and nuclear power stations or plant
- ii) Any other premises or facilities whatsoever related to or concerned with:
  - a. the production of nuclear energy or
  - b. the Production or storage or handling of nuclear fuel or nuclear waste
- iii) *Any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.*

## 8. **Asbestos Exclusion**

*This agreement does not cover any loss cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of, presence of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss*

## 9. **Northern Ireland**

The Insurers shall not provide indemnity under this Certificate in respect of any loss, destruction or **Damage** to any property in Northern Ireland occasioned by or happening through or in consequence of directly or indirectly

- a. civil commotion
- b. any unlawful wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association

For the purpose of this Exclusion:

Unlawful Association means any organisation which is engaged in Terrorism and includes any organisation which at the relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973

"Terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear

In any action suit or other proceedings where the Insurers allege that by reason of the provisions of this Exclusion any loss, destruction or **Damage** is not covered by this Certificate the burden of proving that such loss, destruction or **Damage** is covered will be upon the **Insured**

## 10. **Micro-Organism Exclusion Clause**

This Agreement does not cover loss, **Damage**, claim, cost, expenses or other sum directly or indirectly arising out of or relating to:

Mould, mildew, fungus, spores or other micro-organism of any type, nature, or description including but not limited to any substance whose presence poses an actual or potential threat to human health

This Exclusion applies regardless whether there is

- i) any physical loss or **Damage** to **insured** property'
- ii) any **insured** peril or cause, whether or not contributing concurrently or in any sequence;
- iii) any loss of use; occupancy; or functionality
- iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in this Certificate that provides insurance, in whole or in part, for these matters

**11. Contamination and Pollution Exclusion Clause**

1. This Certificate shall not cover any loss or **Damage** due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.
2. This exclusion does not apply if such loss or **Damage** arises out of one or more of the following perils
  - Fire, Lightning, Explosion, Impact or aircraft
  - Vehicle Impact, Sonic Boom
  - Accidental escape of water from any tank apparatus or pipe
  - Riot, Civil Commotion, Malicious **Damage**
  - Storm, Hail
  - Flood Inundation
  - Earthquake
  - Landslide, Subsidence
  - Pressure of Snow, Avalanche
  - Volcanic Eruption

All other terms and conditions of this agreement shall be unaltered and especially the exclusions shall not be superseded by this clause.

**12. Contamination & Contingent Business Interruption**

It is agreed that, regardless of any contributory causes, this Insurance does not cover any loss, **Damage**, cost or expense directly or indirectly arising out of biological or chemical Contamination due to any act of Terrorism.

For the purpose of this exclusion "contamination" means the contamination, poisoning, or prevention and/or limitation on the use of objects due to the effects of chemical and/or biological substances.

It is further agreed that, regardless of any contributory causes, this Insurance does not cover any loss, **Damage**, cost or expense directly or indirectly arising out of

- i) any business interruption losses resulting from customers and suppliers extension, or denial of access,
- ii) loss, **Damage** cost or expenses directly or indirectly arising out of any service interruption (eg power, gas, water, communications) due to any act of Terrorism.

**13. Chemical & Biological**

Notwithstanding to the contrary in this contract, losses arising directly or indirectly from the threat of or actual chemical or biological attack are not covered.

## Complaints

**Our** aim is to provide a first class standard of service. However, if you have any cause for complaint, you should in the first instance, contact the intermediary who arranged this Certificate for you. If you are in any way dissatisfied with their response or require further information or assistance, then you should contact:

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

If you are not satisfied with the way a complaint has been dealt with you may ask your insurer/**Underwriter** to review your case.

please write to

The Compliance Officer  
Great Lakes Reinsurance (UK) PLC  
Plantation Place  
30 Fenchurch Street  
London  
EC3M 7AJ

Telephone: 020 3003 7000  
Fax: 020 3003 7010

If you remain dissatisfied and wish to make a complaint, and you are an eligible complainant, you may refer the matter at any time to:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Telephone: 0845 080 1800

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## **Definition of an Eligible Complaint**

An eligible complaint is either a private individual, a **Business** with a group annual turnover of less than £1million or a trustee of a trust with a net asset value of less than £1 million at the time of complaint.

## **Financial Services Compensation Scheme**

*Great Lakes Reinsurance (UK) PLC are members 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)

## **Information about the Underwriters**

Great Lakes Reinsurance (UK) PLC. Registered in England and Wales No.2189462. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

Authorised and regulated by the Financial Services Authority. FSA No. 202715.

## **Financial Services Authority (FSA)**

The FSA register can be checked by visiting their website on [www.fsa.gov.uk](http://www.fsa.gov.uk) or by calling 0845 606 1234