

## CX Tools (Outside Caterers) Certificate Wording

Effected through:

**Commercial Express Quotes Limited**

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

The Certificate 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 Certificate Schedule and recorded in your statement of fact.

### Useful Telephone Numbers.

To make a claim under your policy

0845 604 6615 or 0292 055 8639

This is to Certify that in accordance with the authorisation granted under the Contract (the number of which is specified in the Schedule) to be undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Certificate Signing Office, and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

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.

For and on behalf of **Underwriters:**

Authorised signatory

**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 **INSURED**'S 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**

Number of months on cover from commencement of the Period of Insurance	Percentage of current Premium returned including Tax
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**

**INSURED'S 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 CONDITIONS**

All conditions in this Certificate are to the extent they are able to take effect as conditions precedent to the liability of the **UNDERWRITERS** under this Certificate deemed to be conditions precedent to the liability of the **UNDERWRITERS**.

**MICRO-ORGANISM EXCLUSION CLAUSE**

This agreement does not cover any 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; or (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 Agreement that provides insurance, in whole or in part, for these matters.

**CONTAMINATION AND POLLUTION EXCLUSION CLAUSE -**

1. This Agreement 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, Lighting, Explosion, Impact of Aircraft
  - Vehicle Impact, Sonic Boom
  - Accidental escape of water from any tank or apparatus or pipe
  - Riot, Civil Commotion, Malicious Damage
  - Storm, Hail
  - Flood, inundation
  - Earthquake
  - Landslide, Subsidence
  - Pressure of Snow, Avalanche
  - Volcanic Eruption
3. All other terms and conditions of this Agreement shall be unaltered and especially the exclusions shall not be superseded by this clause.

**RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE**

This agreement does not cover:

- a. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom.
- b. Any legal liability of whatsoever nature directly or indirectly caused or contributed to by or arising from
  - i) Ionising radiations 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 properties of any explosive nuclear assembly or nuclear component thereof.

**ELECTRONIC DATA ENDORSEMENT****1. Electronic Data Exclusion**

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

- a. This Agreement 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 matters described in paragraph (a) above, this Agreement, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the original Certificate period to the 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 this Agreement or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Agreement suffer physical loss or damage insured by this Agreement, then the basis of valuation shall be the cost of the blank media plus the cost of copying the ELECTRONIC DATA from 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 Agreement does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

**WAR AND 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 be 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.

**NUCLEAR ENERGY RISKS EXCLUSIONS CLAUSE**

This agreement 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.

**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.

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 providing the contrary shall be upon the Assured.

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

**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 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.

**ASBESTOS ENDORSEMENT**

1. This Certificate only insures asbestos physically incorporated in an insured building or structure, and then only provides indemnity in respect of that part of the asbestos which has been physically Damaged during the Period of Insurance by one of these Listed Perils;  
Fire, lightning, explosion, aircraft, riot or civil commotion, earthquake, subterranean fire, storm or flood, escape of water, impact, sprinkler leakage, subsidence.

This coverage is subject to all limitations in the Certificate to which this endorsement is attached and in addition to each of the following specific limitations;

- a. The said building or structure must be insured under this Certificate for Damage by a Listed Peril.
- b. The Listed Peril must be the immediate sole cause of the Damage to the asbestos.
- c. The Insured must report to the Underwriters the existence and cost of the Damage as soon as practicable after the Listed Peril first Damaged the asbestos.

However this Certificate does not insure any such Damage first reported to the Underwriters more than 12 (twelve) months after the expiration or termination of the Period of Insurance.

This Certificate shall provide no cover (whether for physical Damage business interruption delay of repair or other consequential loss) in respect of;

- i) Wear and tear or inherent defect, quality or vice in or of any asbestos
  - ii) Any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design manufacture installation use retention treatment management repair replacement or removal of any asbestos (Damaged or otherwise) or
  - iii) Any asbestos which the Listed Peril has not physically Damaged.
2. Except as set forth in the foregoing Part A. of this endorsement, this Certificate does not insure asbestos or any interest relating thereto.

## 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.

Certificate Holder & Market Assistance  
Lloyd's Market Services  
One Lime Street  
London  
EC3M &HA

Telephone: 0207 327 5693  
Fax: 0207 327 5225  
Email: [complaints@Lloyds.com](mailto:complaints@Lloyds.com)

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

Financial Ombudsman Service

Further details will be provided at the appropriate stage of the Complaints process.

### 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

Certain Underwriters at Lloyd's are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Certain Underwriters at Lloyd's are 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)