

CX Tools Policy Wording

Effected through:

Commercial Express Quotes Limited

This is Your CX Tools 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 or 02920 558639

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Numbers AG32102 to the undersigned 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 Policy 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.

Notwithstanding anything to the contrary contained herein this Certificate does not cover loss, damage or liability 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.

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.

In Witness whereof, this Policy has been signed at the place stated and on the date specified in the Schedule on behalf of

For and on behalf of **Underwriters:**

A circular stamp with the text 'COMMERCIAL EXPRESS QUOTES LIMITED' around the perimeter. Overlaid on the stamp is a handwritten signature in black ink.

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:

TRADERS &/OR CONTRACTORS

TOOLS of TRADE and business equipment being portable hand tools and ladders (including power driven portable hand tools) business and office equipment, computer equipment and software and **STOCK IN TRADE** (not otherwise Insured) either the property of the **INSURED and/or EMPLOYEES** whilst contained in a Vehicle under the custody or control of the **INSURED and/or EMPLOYEES**

Or hired in for which the **INSURED and/or EMPLOYEES** are responsible under a written contract of hire for an amount not exceeding £1500 any one occurrence or series of occurrences attributable to one original cause or source whilst contained in a vehicle under the custody or control of the **INSURED and/or EMPLOYEES**

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

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.

BASIS OF SETTLEMENT

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

GENERAL CONDITIONS

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

OBSERVANCE OF POLICY TERMS

The **INSURED** will observe and fulfill the terms conditions and **endorsements of this Policy** 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.

CLAIMS - INSURED'S ACTION

Whenever anything occurs which might give rise to a claim under this policy 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

CLAIMS - UNDERWRITERS'S RIGHTS

The **UNDERWRITERS** having been advised of a claim under this Policy 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

CLAIMS - CO-OPERATION

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

PAYMENT OF PREMIUM

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

MISDESCRIPTION

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

LAW GOVERNING THE POLICY

Unless otherwise agreed in writing any dispute or difference concerning liability under or interpretation of this Policy 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 Policy 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 Policy 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 Policy
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 :

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.

RADIOACTIVE CONTAMINATION AND EXLPOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE

This Policy does not cover

- a. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.