

# Tradesman Tools Policy Wording

## The Contract of Insurance

Your policy is a contract between us, and you, the policyholder. The statement of fact and declaration which you have accepted will be the basis of the contract.

In return for you having paid or agreed to pay the premium, we will indemnify you by payment or, at our option, by reinstatement or repair in respect of loss, destruction, damage, accident or injury occurring during the period of insurance, subject to the terms and exclusions contained in or endorsed on the policy.

### IMPORTANT

**This policy is a legal contract. You must tell us about any facts or changes which affect your insurance and which have occurred either since the policy started or since the last renewal date.**

**If you are not sure whether certain facts are relevant please ask your insurance adviser. If you do not tell us about relevant changes, your policy may not be valid or the policy may not cover you fully.**

**You should keep a written record (including copies of letters) of any information you give us when you renew this policy.**



**Aviva Insurance Limited**  
**Registered in Scotland No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH.**  
**Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority**

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## Introduction

Welcome to Aviva. We are committed to providing a first-class service. Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

This is your insurance policy which sets out your insurance protection in detail. Your premium has been calculated on the basis of the extent of cover you have selected which is specified in the schedule, the information you have provided and the declaration you have made.

Please read the policy and the schedule carefully to ensure that the cover meets your requirements. Please contact your insurance adviser if you have any questions or if you wish to make adjustments.

## Contents

This policy consists of individual sections. You should read this policy in conjunction with the schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

## Contact details for Claims and help

### Services

As an Aviva customer, you can access additional services to help you keep your business running smoothly. For our joint protection telephone calls may be recorded and/or monitored.

### Claims Service 0161 931 8076

Our claims line provides you with assistance whenever it is required. When we know about your problem, we will start to put the solutions in place.

If you are unhappy regarding the handling of a claim, We would encourage You to seek resolution by contacting:

Marine Claims Manager  
Aviva  
2/10 Albert Square  
Manchester  
M60 8AD

Tel: 0161 931 8076  
Fax: 0161 931 8011  
E-mail: [cargo-claims@aviva.co.uk](mailto:cargo-claims@aviva.co.uk)

### Legal and Tax Helpline 0845 300 1899

Call this helpline anytime, day or night for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you Pay for jut the cost of the call.

### Commercial Legal Protection

If you have Commercial Legal Protection cover, please call the helpline for legal advice as soon as you are aware of an incident. Please have your policy number to hand. If you think you may need to claim, please call the helpline to request a claim form. We can only proceed with your claim when we have details of the incident in writing. A claim form is available to download at [www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection).

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## Risk Solutions Helpline 0845 366 6666

Call for advice on safety, fire, security and other issues that can affect your business. Most enquiries can be dealt with over the telephone, but if we can't give you an immediate answer, we will deal with your enquiry within one working day. This service is available during office hours with an answering service outside these times.

## Website [www.cutredtape.co.uk](http://www.cutredtape.co.uk)

This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to

- free business advice in accounting, HR, sales and marketing, finance, technology, law and risk management
- over 700 legal and business guides
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- email alerts on changes in law, legislation and regulation.

To register, please visit [www.cutredtape.co.uk](http://www.cutredtape.co.uk) and follow the prompts.

## Complaints Procedure

### Our Promise of Service

Our goal is to give excellent service to all Our customers but We recognise that things do go wrong occasionally. We take all complaints We receive seriously and aim to resolve all Our customers' problems promptly. To ensure that we provide the kind of service You expect We welcome Your feedback. We will record and analyse Your comments to make sure We continually improve the service We offer.

### What will happen if You complain

- We will acknowledge Your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of Our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, We will contact You with an update within 10 working days of receipt and give You an expected date of response.

### What to do if You are unhappy

If You are unhappy with any aspect of the handling of Your insurance We would encourage You to seek resolution by contacting:

If Your complaint is regarding a claim You can write to:

Marine Claims Manager, Aviva,  
2/10 Albert Square,  
Manchester,  
M60 8AD

or telephone 0161 931 8076, whichever suits You and ask Your contact to review the problem

If Your complaint is regarding anything else We would encourage You, in the first instance, to seek resolution by contacting Your insurance adviser or usual Aviva point of contact, whichever suits You and ask Your contact to review the problem.

If You are unhappy with the outcome of Your complaint You may refer the matter to the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service

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South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Telephone:  
0800 023 4567 (free from landlines) or  
0300 123 9123 (free from most mobile phones)

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst We are bound by the decision of the FOS, You are not. Following the complaints procedure does not affect Your right to take legal action.

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## Important Information

### Law Applicable

In the absence of any written agreement to the contrary this contract and any arbitration shall be subject to and governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English courts.

### Data Protection Act – Information Uses

For the purposes of the Data Protection Act 1998, the Data Controller in relation to any personal data You supply is Aviva Insurance Limited.

### Insurance Administration

Information You supply may be used for the purposes of insurance administration by the insurer, its associated companies and agents, by reinsurers and Your intermediary. It may be disclosed to the regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In assessing any claims made, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy or repossessions). Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators). In the case of personal data, with limited exceptions, and on payment of the appropriate fee, You have the right to access and if necessary rectify information held about You.

### Credit searches and Accounting

In assessing Your application, the insurer may search files made available to it by credit reference agencies who may keep a record of that search. The insurer may also pass to credit reference agencies information it holds about You and Your payments record. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors or to prevent fraud. The insurer may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by the insurer, acceptance or rejection of Your application will not depend only on the results of the credit scoring process.

### Sensitive Data

In order to assess the terms of the insurance contract or administer claims which arise, the insurer may need to collect data which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application You will signify Your consent to such information being processed by the insurer or its agents.

### Marketing

Aviva Group and its agents may Use Your information to keep You informed by post, telephone, e-mail or other means about products and services which may be of interest to You. Your information may also be disclosed and used for these purposes after Your policy has lapsed. If You do not wish Your information to be used for these purposes please write to Aviva, FREEPOST, Mailing Exclusion Team, PO Box 6412, Derby, DE1 1SB.

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## Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to:

Financial Services Compensation Scheme  
7th Floor Lloyds Chambers  
Portoken Street  
London  
E1 8BN

## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English

## Customers with Disabilities

This policy and associated documentation are available in large print, audio and Braille. If you require any of these formats, please contact your insurance adviser.

## Telephone Taping

For our joint protection and training purposes, telephone calls may be recorded and/or monitored.

## Your cancellation rights

There are no statutory cancellation rights under this policy.

## Policy Availability

If, at any stage you would like to receive a new copy of your policy booklet, please contact either your regular Aviva point of contact or your insurance adviser, at the address shown on your policy schedule.

## Aviva Marine Cargo Policy

We, Aviva Insurance Limited, hereby agree, in consideration of the payment to Us by or on behalf of the Assured of the premium specified in the Schedule, to insure against loss damage liability or expense in the manner hereinafter provided.

## Subjectivity Condition

The policy, the application form, statement of fact and/or declaration made by You, and any clauses endorsed on the policy and The Schedule should be read together and form the contract of insurance between You and Us.

We will clearly state if the cover provided by the policy is subject to You:

- (a) providing Us with any additional information requested by the required date(s)
- (b) completing any actions agreed between You and Us by the required date(s)
- (c) allowing Us to complete any actions agreed between You and Us.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option:

- (a) modify Your premium

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- (b) issue a mid-term amendment to Your policy terms and conditions
- (c) require You to make alterations to the risk insured by the required date(s)
- (d) exercise Our right to cancel Your policy
- (e) leave the policy terms and conditions, and Your premium, unaltered.

We will contact You with our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved:

(a) You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover

(b) We may, at our option, exercise Our right under the policy cancellation condition.

Except where stated all other policy terms and conditions will continue to apply.

The above conditions do not affect Our right to void the policy if We discover information material to Our acceptance of the risk. Please refer to the Important Note within the Contract of Insurance page of Your policy booklet.

### Warranty

A warranty must be strictly complied with and failure to do so may result in Our liability being discharged as from the date of the breach of warranty for loss, damage or expense whether or not this resulted from the breach of warranty.

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## Section 1 - Policy Definitions

Wherever the following words or phrases start with a capital letter in this policy wording, they will have the meanings described below.

Each Section of the policy contains definitions which apply to that particular section and they must be read in conjunction with the following policy definitions.

### **Employee**

Any person under a contract of service with You or any self employed individual providing You with labour only or any individual hired to or borrowed by You.

### **Geographical Limits**

England, Scotland, Northern Ireland, Republic of Ireland, Wales, all offshore islands (including the Channel Islands) only.

### **Goods and/or Subject-Matter Insured**

Goods and/or merchandise incidental to Your business and/or owned by You and for which You are responsible including tools.

### **Occurrence**

Any one event or Occurrence or all Occurrences of a series consequent on or directly attributable to one source or original cause.

### **Personal Effects**

Personal possessions of Your driver.

### **The Schedule**

The document which specifies details of The Policyholder, subject matter insured and any excesses, endorsements and conditions applying to the policy.

### **Tools**

Tools, tool kits or test equipment connected with the Business owned by You and/or for which You are responsible.

### **Vehicle**

Any vehicle and/or trailer owned or operated by You.

### **We/Us/Our/Aviva**

Aviva Insurance Limited.

### **You/Your/The Policyholder**

The persons, companies, partnerships or unincorporated associations named in The Schedule as The Policyholder.

### **Vehicle**

Any road vehicle and shall include any trailer or trailers or container or containers combined.

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## **Unattended**

With no authorised person(s) authorised by You keeping the Vehicle under observation, and able to observe or prevent any attempt to interfere with it with a reasonable prospect of preventing any unauthorised interference.

## **Substantial Construction**

Built only of brick and/or stone and/or concrete and/or steel frame and steel construction and/or plastic coated metal profile sheet above brick with a slate and/or tiled and/or metal and/or asbestos and/or concrete roof.

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## Section 2 – General Conditions

This sets out the general conditions and limitations of the policy.

### (1) All Risks of loss or damage to

- (a) The Subject-Matter Insured up to the Limit of Liability stated in The Schedule
- (b) Your Own Sheets, Ropes, Chains, toggles or packing materials on Vehicles – Liability unlimited in amount
- (c) Your drivers Personal Effects not otherwise more specifically insured whilst in any Vehicle – limit any one driver any one loss of £250
- (d) Tools up to the Limit of Liability stated in The Schedule, with a Maximum of £1,500 for any single item.

(herein collectively referred to as the Goods Insured) whilst in transit on land or water by the conveyance from the time of lifting by any of Your Employees until placed in position by him at the destination including loading and unloading, within the Geographical Limits stated herein.

### (2) Errors and Omissions

You shall not be prejudiced by any unintentional error or omission in declaring consignments under this Policy to Us, provided that You advise Us of such errors or omissions as soon as You become aware of them.

### (3) Non-Contribution

We will not pay for any loss, damage or expense to the subject-matter insured which, if this insurance did not exist, is or would be covered at the time of such loss, damage or expense under any other insurance. In such circumstances We shall pay only for any excess beyond the amount which would have been payable under the other insurance if this insurance had not been effected.

### (4) Non Disclosure, Misrepresentation or Mis-description

We will avoid this policy if there has been any misrepresentation, mis-description or failure to disclose any material facts by You or anyone acting for You.

### (5) (a) Own Vehicle Conditions

The following conditions shall apply to any Vehicle owned by You or under Your control containing the subject matter insured:

- (1) It is a condition of this policy that:
  - (i) the Vehicle is maintained in an efficient and roadworthy condition
  - (ii) all ropes, sheets, tarpaulins and the like are maintained in an efficient condition
  - (iii) all protective appliances and locking devices are installed in accordance with the manufacturers' recommendations, in operation, properly and suitably maintained and neither withdrawn nor varied without Our consent.
- (2a) When a Vehicle is left loaded and Unattended during the ordinary course of transit the following conditions shall also apply:
  - (i) the ignition key shall be removed from the Vehicle
  - (ii) all doors, windows and other openings shall be securely closed and properly fastened
  - (iii) all protective appliances, alarms, immobilisers and locking devices shall be put into effect in accordance with the manufacturers' instructions
  - (iv) if the Vehicle is fitted with a boot or similar compartment the subject matter insured must be kept there
  - (v) if the Vehicle is an estate or a hatchback Vehicle the subject matter insured must be kept under the load cover or parcel shelf or otherwise covered over and hidden from view.

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- (2b) We will not pay for any loss of or damage to the subject matter insured caused by theft if the Vehicle is loaded and Unattended during the ordinary course of transit at the end of any normal working day or on any non-working days unless the Vehicle is:
- (i) kept in a fully enclosed, securely locked building of Substantial Construction
  - or
  - (ii) in a permanently attended Vehicle security park or compound secured by locked gates
  - or
  - (iii) in a public car park with an authorised attendant on duty at all times
  - or
  - (iv) kept in a lock fast private dwelling house, building or garage.

### **(b) Own Vehicle Co-Insurance**

Notwithstanding the terms and conditions of the Own Vehicle Conditions contained above, it is agreed that when Part 2(b) of this wording is not complied with We shall be liable to pay only 80% of any claim (after deduction of any excess to which the policy is made subject) provided always that You shall bear the remaining 20% of any such claim, such balance to remain uninsured.

### **(c) 24 Hour Extended Cover**

The cover granted by this policy extends to include Goods and tools owned by You or for which You are responsible on a continuous 24 hour basis whilst in Your Vehicle within the normal course of transit. However the Own Vehicle conditions shall be deemed to apply if the Vehicle is situate at or in the vicinity of Your business premises and/or private dwelling house.

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## Section 3 – Additional Cover

This Section has been specially designed to protect Your business interests and Your brand subject to the terms and conditions of the Policy.

### **Debris Removal**

We will pay costs and expenses reasonably incurred by You to remove and/or dispose of and/or destroy the debris of the damaged subject matter insured following a loss recoverable under this policy.

The amount payable under this clause shall be in addition to the indemnity provided elsewhere in this insurance but shall be limited to £2,500 any one loss or series of losses.

### **We will not pay for**

- (a) any expense or liability incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat or liability thereof.
- (b) costs incurred in respect of obligations under pollution statutes or the actions of Governmental or other executive bodies.

### **Drivers Personal Effects**

Personal Effects of Your drivers which are not specifically insured elsewhere whilst in Your Vehicles – limit of indemnity each driver, any one Occurrence £250.

The term “Personal Effects” shall not be deemed to include cash and the like, credit cards, watches, jewellery, audio/visual equipment and/or mobile phones.

### **Insurance Premium Tax / Overseas Tax**

We will calculate Your insurance premium (or similar) tax liability at the applicable rate on all taxable insurance premium(s) and You agree to pay to Us all amounts due. Late notification by Us of any tax due as a result of de minimus rules being exceeded or any other reason will not reduce or negate Your liability to pay the tax.

### **Own Sheets, Ropes, Chains**

Loss or damage to Your Own Sheets, Ropes, Chains, toggles and dunnage whilst on any Vehicle – unlimited indemnity.

It is agreed in respect of Sheets, Ropes, Chains, toggles and dunnage which are physically lost or destroyed to settle claims on values as new where it can be established by You that the lost or destroyed Sheets, Ropes, Chains, toggles and dunnage are not more than one year old at the time of the loss or destruction.

### **Pairs and Sets**

If the subject-matter insured consists of articles which form a pair or set We will pay only for the proportionate sum insured of the article lost or damaged, without reference to any special value the damaged article may have as part of a pair or set.

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## Section 4 – Special Conditions

### Own Tools Clause

The policy is extended to cover tools, demonstration, samples, test and service equipment belonging to You or for which You are responsible. The cover is subject to the Own Vehicle Conditions contained within this policy.

### We will not pay for;

- (1) loss of or damage caused by trial test or operation or any process involving their use.
- (2) theft unless following violent and/or forcible entry into locked store or building of substantial construction or motor vehicle.
- (3) ordinary wear and tear or gradual deterioration.
- (4) theft of laptops &/or mobile phones &/or mobile communication equipment

### Process

We will not pay for any loss or damage to the Goods Insured which is due to or directly results from any process of use, testing or repair.

### Second-hand and/or Used and/or Damaged and/or Unpacked Goods

We will not pay for any loss of or damage to:

- second-hand and/or Used Goods which have not been fully reconditioned and/or refurbished
- damaged Goods
- unpacked Goods

which is attributable to:

- rust, oxidation and/or discoloration
- chipping, denting, scratching, bruising and cost of repainting
- twisting, bending and distortion

unless it can be proved that such loss or damage has occurred as a result of a peril insured against during the insured transit.

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## Trailer Cover (Applicable only if stated on The Schedule)

Subject to payment of an additional premium this Policy is extended to indemnify You for loss of or damage to trailers as per the Specification set out within being Your property or whilst in Your custody under a hire agreement or otherwise for which they have a legal liability whilst anywhere within the Geographical Territorial Limits of this policy.

This Insurance is against All Risks of physical loss or damage arising from any fortuitous cause but excluding:-

- (i) Wear and Tear, scratching, bruising, denting and claims for the cost of repainting  
and
- (ii) Mechanical or Electrical breakdown or derangement  
and
- (iii) Damage to tyres, road puncture, cuts or bursts

unless consequent upon a road accident to the trailer.

Subject to an excess each and every loss and/or series of losses arising out of any one event of £250 per trailer.

It is a condition precedent to liability hereunder that there shall not be more than the specified number of trailers at risk at any one time.

No claim will be admitted for theft or attempted theft of unattached or detached trailers unless they have had anti-hitching devices fitted and put into operation.

The onus of proving that the exact requirements of this clause have been complied with shall rest with You unless specifically amended by the above.

All other Terms and Conditions of this policy are deemed to apply in respect of this Special Condition.

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## Section 5 – Institute and Joint Cargo Committee Clauses

### **Contracts (Rights of Third Parties) Act 1999 Exclusion Clause (Cargo) JC - 2000/02**

The Provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance or to any certificate(s) of insurance issued hereunder. Neither this insurance nor any certificates issued hereunder confer any benefits on any third parties. No third party may enforce any term of this insurance or of any certificate issued hereunder. This clause shall not affect the rights of the assured (as assignee or otherwise) or the rights of any loss payee.

### **Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause – CL370**

***This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.***

(1) In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.  
The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

### **Institute Replacement Clause CL.372 - 01/12/2008 – in respect of New Goods only**

In the event of loss of or damage to any part(s) of an insured machine or other manufactured item consisting of more than one part caused by a peril covered by this insurance, the sum recoverable shall not exceed the cost of replacement or repair of such part(s) plus labour for (re)fitting and carriage costs. Duty incurred in the provision of replacement or repaired part(s) shall also be recoverable provided that the full duty payable on the insured machine or manufactured item is included in the amount insured.

The total liability of Insurers shall in no event exceed the amount insured of the machine or manufactured item.

### **Institute Replacement Clause – Proportional Valuation CL.373 - 01/12/2008 – in respect of Secondhand &/or Used Goods only**

In the event of loss of or damage to any part(s) of an insured machine or other manufactured item consisting of more than one part caused by a peril covered by this insurance, the sum recoverable shall not exceed such proportion of the cost of replacement or repair of such part(s) as the amount bears to the new cost of the machine or manufactured item, plus labour for (re)fitting and carriage costs. Duty incurred in the provision of replacement or repaired part(s) shall also be recoverable provided that the full duty payable on the insured machine or manufactured item is included in the amount insured.

The total liability of Insurers shall in no event exceed the amount insured of the machine or manufactured item.

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## **Institute Replacement Clause – Obsolete Parts Endorsement JC2008/023) – (as applicable) (for use only with the Institute Replacement Clause CL.372 - 01/12/2008 or Institute Replacement Clause – Proportional Valuation CL.373 - 01/12/2008)**

In the event of a claim recoverable under this policy necessitating the manufacture of any new part(s) for the repair of an insured machine or other manufactured item, the sum recoverable shall not exceed the manufacturer's last list price for the year of manufacture of the lost or damaged part(s), uplifted for inflation. Inflation shall be determined by reference to the Retail Price Index, or other officially published data of the country of manufacture of the insured machine or manufactured item, up to a maximum total uplift of 25%.

If no such manufacturer's list price is available, the total liability shall in no event exceed the amount insured of the machine or manufactured item.

## **Termination of Transit Clause (Terrorism) – JC2009/056 – 01/01/2009**

***This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.***

1 Notwithstanding any provision to the contrary contained in the contract of Insurance or the Clauses referred to therein, it is agreed that in so far as this policy covers loss of or damage to the subject-matter insured caused by

- (a) any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or
- (b) any person acting from a political, ideological or religious motive,

such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event,

### **SHALL TERMINATE:**

**either**

1.1 as per the transit clauses contained within the policy  
**or**

1.2 on completion of unloading from the carrying Vehicle or other conveyance in or at the final warehouse or place of storage at the destination  
named in the contract of insurance

1.3 on completion of unloading from the carrying Vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their Employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

1.4 when the Assured or their Employees elect to use any carrying Vehicle or other conveyance or any container for storage other than in the ordinary course of transit,  
**or**

1.5 in respect of marine transits, on the expiry of 60 days after completion of discharge over side of the subject matter insured from the oversea vessel at the final port of discharge

1.6 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

**whichever shall occur first.**

2. If the contract of insurance or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

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## **Sanction Limitation and Exclusion Clause JC2010/014**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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## Section 6 – Policy Exclusions

Other sections of the policy contain exclusions. They must be read in conjunction with the following exclusions which apply to all sections unless otherwise stated.

We will not pay claims for:-

- (1) Excess – the amount of the excess stated in The Schedule.
- (2) Loss or damage caused by depreciation or deterioration or variation in temperature unless caused by an accident to the conveying Vehicle.
- (3) Loss or damage caused by mechanical or electrical derangement of the Goods Insured unless caused by external means.
- (4) Loss or damage caused by:
  - (a) Defective or inadequate packing or insulation or labelling;
  - (b) Shortage in weight, evaporation or ordinary leakage;
  - (c) Deliberate abandonment of the Goods and/or other Property;
  - (d) Vermin, wear, tear or gradual deterioration;
  - (e) Contamination
- (5) Loss or damage to living creatures, bullion, cash, bank notes, treasury notes, stamps, bonds, securities, furs, jewellery, precious stones, gold and silver articles, clocks, watches, non ferrous metals, computers, audio &/or visual equipment, mobile phone & satellite navigation equipment, tobacco, cigars, cigarettes, wines, spirits or explosives unless specifically mentioned in The Schedule as insured.
- (6) Any loss arising from confiscation, expropriation, requisition, embargo, nationalization, destruction or damage by order of any Government or Government Agency or the consequence of inadequate or inaccurate documentation.
- (7) Loss or damage resulting from late delivery or delay in respect of transit for which a delivery time and/or date is contractually agreed by You.

# Tradesman Tools Policy Wording

## Section 7 – Claims Procedure

In the event of any loss or damage for which We may be liable it is essential that You and/or Your agent follow the following procedure.

### (1) Report potential claims immediately to Us

This should be done by telephone or facsimile (fax) to:

Marine Claims Manager	Tel: 0161 931 8076
Aviva	Fax: 0161 931 8011
2/10 Albert Square	E-mail: cargo-claims@aviva.co.uk
Manchester	
M60 8AD	

This notice should include:

- (a) contact names and numbers including policy number
- (b) a brief description of the extent of loss and/or damage
- (c) details of any third parties involved.

A decision will then be made whether to appoint a surveyor or investigator.

Advice will be given regarding what action should be taken next to pursue the claim.

### (2) Notify to the police

As soon as reasonably possible, any loss or damage caused by theft or malicious damage must be notified to the police and a crime number obtained.

### (3) Documents required to evidence the claim

In the event of all claims and/or losses, it is a condition precedent to liability that the following documents are required to evidence Your claim:

- (a) Original purchase invoices and age of items lost and/or damaged
- (b) If a) is not available evidence of ownership must be provided
- (c) Copy driving license
- (d) Repair &/or Replacement Invoices/Quotations
- (e) Evidence of forcible entry or exit, i.e. invoice for repair / replacement locks
- (f) Crime reference number/details in the event of all theft claims
- (g) Statement of Claim
- (h) Copies of all correspondence exchanged with Suppliers and/or any other parties regarding their liability for the loss and/or damage.

Failure to provide any of the above will invalidate Your claim.