

Tradesman Tools Policy Wording

The Contract of Insurance

Your policy wording, the information you have provided and/or the application form, the statement of fact, the policy schedule, or notice issued by us at renewal and any endorsement together form the contract of insurance between us and you, and must be read together.

In return for you having paid or agreed to pay the premium, we will insure against loss, damage, liability or expense set out in this policy, to the extent of and subject to the terms contained in or endorsed on this policy.

Important

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

A circumstance is material if it would influence our judgement in determining whether to provide the cover and, if so, on what terms. If you are not sure whether a circumstance is material ask your insurance adviser. If you fail to tell us it could affect the extent of cover provided under the policy.

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

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in us automatically being discharged from any liability, then such a breach shall result in any liability we might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that we will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then we agree that we may not rely on the non-compliance to exclude, limit or discharge our liability under this policy if you show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

On behalf of Aviva Insurance Limited



Maurice Tulloch
Chief Executive Officer, UK & Ireland General Insurance



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
4th Floor
The Observatory
Chapel Walks
Manchester
M2 1HL

Tel: 0161 931 8424 or 0161 931 8429
Fax: 0161 931 8011
E-mail: marine.claims@aviva.com

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 just 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.

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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

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 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, in the first instance to seek resolution by contacting Your usual point of 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 at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Telephone:
0800 023 4567 (Calls from UK landlines and mobiles are free) or
0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

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

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Important Information

Choice of Law

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

Your information 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 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. Where this happens, We will ensure that anyone to whom We pass Your information agrees to treat Your information with the same level of protection as if We were dealing with it.

If You give Us information about another person, in doing so You confirm that they have given You permission to provide it to Us and for Us to be able to process their personal data (including any sensitive personal data) and also that You have told them who We are and what We will use their data for, as set out in this notice.

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.

In assessing Your application now or at renewal, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). Similar checks may be made in assessing any claims made.

Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

Credit searches and Use of Third Party Information

To ensure the insurer has the necessary facts to assess your insurance risk, verify your identity, to help prevent fraud and to provide you with their best premium and payment options, the insurer may obtain information relating to you and your business from third parties at quotation and renewal and in certain circumstances where policy amendments are requested. This information may include a quotation search from a credit referencing agency which will appear on your credit report and will be visible to other credit providers. It will be clear that this is a quotation rather than a credit application by you to pay by monthly instalments.

The insurer is a responsible provider of credit which is regulated by the Consumer Credit Act, and they take these responsibilities seriously to ensure their customers are able to meet their monthly instalment commitments.

Where you agree to pay monthly under an Aviva credit agreement, the status of your quotation search from their credit reference agency will be updated to reflect your credit application and this will be visible to other credit providers. Credit reference agencies may keep a record of the search. The insurer may also pass to credit reference agencies information it holds about you and your payment record. The information will be used by other credit lenders for making credit decisions about you and the people with whom you are financially associated for fraud prevention, money laundering prevention and for tracing debtors.

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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 business partners and other carefully selected companies may use Your information to keep You informed by post, telephone, facsimile, e-mail, text messaging or by other electronic 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. By providing Us with Your contact details, You consent to being contacted by these methods for these purposes. 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.

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, or write to:

Financial Services Compensation Scheme
10th Floor Beaufort House
15 St. Botolph Street
London
EC3A 7QU

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 Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection 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.

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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
- (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.

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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) Cancellation

- (a) You may cancel this policy at any time after the date We have received the premium by providing 30 days notice in writing to Us
- (b) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.

If Your policy is cancelled under (a) or (b) above and provided that there have been no:

- (i) claim(s) made under the policy for which We have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

- (c) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
- (d) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

- (i) claim(s) made under the policy for which We have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance.

(2) 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.

(3) 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.

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(4) 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.

(5) Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (a) refuse to pay the claim,
- (b) recover from You any sums paid by Us to You in respect of the claim,
- (c) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (a) refuse to pay the claim,
- (b) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided),
- (c) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

(6) Non Disclosure, Misrepresentation or Misdescription

Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
 - We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
 - We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
 - We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or

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- We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

(7) (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.

(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.

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.

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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.

Tradesman Tools Policy Wording

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.

Tradesman Tools Policy Wording

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.

Tradesman Tools Policy Wording

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 8424 or 0161 931 8429
Aviva	Fax: 0161 931 8011
4 th Floor	E-mail: marine.claims@aviva.com
The Observatory	
Chapel Walks	
Manchester	
M2 1HL	

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.