



TRADESMANS TOOLS POLICY SUMMARY

This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you read the policy document carefully when you receive it.

Name of the Insurer

The insurer of the policy is Aviva Insurance Limited.

Type of Insurance and cover

This policy is designed to meet your Tools incidental to Your Business and/or owned by You for which You are responsible insurance needs as specified in the Policy Schedule within United Kingdom.

Key cover, features and exceptions

Your policy includes the following key covers, features and exceptions available within your policy. If you have selected any of these covers they will be itemised in your Schedule and full cover details will be sent out in your policy booklet.

Covers, features and benefits	Exceptions and Limitations
Section One – General Conditions – Please refer to Page 6 of the Policy Document.	
All Risks of Loss or damage – loss or damage to your Property stated in the Schedule and Tools up to the Limit of Liability stated in the Schedule whilst in transit including loading and unloading within United Kingdom	
Errors & Omissions – You shall not be prejudiced by any unintentional error or omission.	Non contribution - In the case of double insurance, we will not contribute to a settlement made by other insurer's if their insurance is more specific to the risk than the insurance provided under this policy
Own Vehicle Conditions – Cover is provided when the vehicle is left unattended and loaded during the ordinary course of transit	Vehicles, ropes, sheets, tarpaulins and the like maintained in efficient and road worthy condition.
Vehicle shall include any trailer or trailers or container or containers combined	All protective appliances and locking devices in operation and properly maintained
24 hour extended cover – for Goods insured on a continuous 24 hour basis whilst in your vehicle within normal course of transit, Own Vehicle Conditions	2a) Ignition key will be removed
contained herein shall be deemed to apply when Vehicle is situate at or in vicinity of Business premises and / or private dwelling house.	All windows, doors and other openings are securely closed and fastened
violing of Business profitated and 7 of private awailing floude.	All protective appliances are put into effect in accordance with manufacturers instructions

If Vehicle has a boot, subject matter insured must be kept there, if an estate or hatchback, the subject matter insured must be kept under load cover or shelf

2b) Loss of or damage caused by theft if Vehicle is left loaded and Unattended during the ordinary course of transit at the end of normal working day or any non working days unless;

Kept in a fully enclosed, securely locked building of Substantial construction or in a permanently attended Vehicle security park or compound secured by locked gates or in a public car park with an authorised attendant on duty at all times

80/20 Coinsurance Clause – if 2b) above not complied with, we shall only be liable to pay 80% of any claim after the policy excess and You shall bear the remaining 20%.

Unattended shall mean 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 authorised interference.

Substantial Construction built only of brick &/or stone &/or concrete with a slate &/or tiled &/or metal &/or asbestos &/or concrete roof.

Warranty must be strictly complied with and failure to do so may result in the Policy being deemed void from inception or last renewal date or from time of breach of warranty or may entitle Us to avoid liability for loss whether or not this resulted from the breach of warranty.

Covers, features and benefits	Exceptions and Limitations
Section Two - Additional Cover – Please refer to page 8 of the Policy document	
Pairs and Sets – we will pay for the proportionate sum insured of lost and/or damaged article when part of a pair	
Drivers Personal Effects – Loss or damage to your own sheets and ropes	Limit £250 any one occurrence
Own sheets, ropes, chains – Loss or damage to your own sheets and ropes – unlimited indemnity	
Debris removal – reasonable costs and expenses incurred in debris removal and transhipment of goods	Maximum amount payable will not exceed sum insured of the subject matter insured.

Covers, features and benefits	Exceptions and Limitations
Section Three – Special Conditions – please refer to page 9 of the Policy document	We will not pay for
Own Tools – tools, demonstration, samples, test and service equipment belonging to You or for which you are responsible	1) Loss of or damage caused by trial, test or operation or any process involving their use. 2) Theft unless following violent &/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 lap tops &/or mobile phones &/or mobile communication equipment.
Trailer Cover – only if stated in the Schedule for additional premium – loss of or damage to trailers as per Specification being Your Property or whilst in Your custody under a hire agreement or where you have legal liability within United Kingdom against All Risks of physical loss or damage arising from a fortuitous cause.	(i) Wear and tear, scratching, bruising, denting, cost of repainting (ii) Mechanical and electrical breakdown or derangement (iii) Damage to tyres, road punctures, cuts or bursts Unless caused by a road accident to the trailer (iv) the first £250 of any claim for trailers 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. Process – excluding loss and/or damage from use, testing or repair

Covers, features and benefits	Exceptions and Limitations
Second Hand &/or Used &/or Damaged &/or Unpacked Goods	Excluding rust, oxidation, discolouration, chipping, denting, scratching, bruising, cost of repainting, twisting, bending and distortion unless arising from peril insured against.
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Covers, features and benefits	Exceptions and Limitations
Section Four – Institute and Joint Cargo Committee Clauses – please refer to page 11 of your policy document	Contracts (Rights of Third Parties) Act 1999 Exclusion Clause – this insurance is not for the benefit of any third party. Institute Radioactive Contamination, Chemical, Biological, Bio Chemical and Electro magnetic Weapons Exclusion Clause – excluding loss and/or damage from radiation, contamination by radioactivity, nuclear waste or from combustion of nuclear fuel, atomic weapons, and nuclear fission, radioactive. toxic, explosive properties of radioactive matter (not including radioactive isotopes used for peaceful purposes), chemical, biological, bio chemical or electromagnetic weapons.
Termination of Transit Clause (Terrorism) – terrorism covered in the ordinary course of transit.	Excludes cover for terrorism once ordinary course of transit has ceased or on delivery to final destination, place of storage or allocation or distribution and/or on expiry of 60 days after discharge (30 days in the event of discharge from aircraft).
Replacement Clause	Sum recoverable shall not exceed cost of replacement or repair of parts plus charges incurred for forwarding and refitting said parts
Replacement Clause – Proportional Valuation	Sum recoverable shall not exceed such proportion of costs for replacement parts, repair / refitting costs, forwarding costs or any other charges recoverable excluding Duty as the Insured value bears to value of new goods
Replacement Clause – Obsolete Parts (as applicable)	Sum recoverable for use with either of the above where replacement items may be obsolete and new items may need manufacturing.

Covers, features and benefits	Exceptions and Limitations
	Section Five – Policy Exclusions – please refer to page 11 of your policy document
	1) The first part of any claim (your excess)
	2) Loss or damage caused by depreciation or deterioration or variation in temperature unless caused by an accident to the vehicle.
	3) Mechanical or electrical derangement of the goods unless caused by external means.
	4) Loss or damage caused by;- a) Defective or inadequate packing or insulation or labelling b) Shortage in weight c) Abandonment of the goods d) Vermin, wear, tear or gradual deterioration e) Contamination
	5) Loss or damage to living creatures, bullion, cash, bank notes, stamps, prepaid phone cards, bonds, treasury notes, 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.
	6) Loss arising from confiscation, expropriation, requisition, embargo, nationalization, destruction or damage by any Government or Government Agency, or inadequate or inaccurate documentation
	7) Late delivery or delay when a delivery time and/or date is contractually agreed by you.

Duration of Policy

The Policy will remain in force for 12 months from the date of commencement, or as otherwise shown on your policy schedule.

Right of cancellation

If you are an individual/sole trader (including a partnership in England and Wales) buying a policy which provides cover for you in both a private and business capacity, you have a statutory right to cancel your policy during a period of 14 days either from the day of purchase of the contract or the day on which you receive your policy documentation, whichever is the later.

If you wish to do so and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Alternatively, if you wish to do so and if the insurance cover has already commenced, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period you have received cover.

To exercise your right to cancel, please contact your insurance adviser at the address shown on your policy schedule.

If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium.

If you are not an individual / sole trader (including a partnership in England and Wales) as described above, there are no statutory cancellations rights under this policy.

How to Claim

Should you need to make a claim under this policy, please contact us using the appropriate telephone number shown below:

Marine Claims Manager Aviva Tel – 0161 931 8428 Fax – 0161 931 8011

2/10 Albert Square

E-mail - smiths9@aviva.co.uk

Manchester M60 8AD

In all cases, please quote your policy number.

How To Complain

We hope that you will be very happy with the service we provide. However, if for any reason you are unhappy about it, we would like to hear from you.

In the first instance, please write to your insurance adviser or telephone your insurance adviser or usual Aviva point of contact.

We are covered by the Financial Ombudsmen Service. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

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, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.

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