

# 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



Andy Briggs  
Chief Executive Officer, UK 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.

# Tradesman Tools Policy Wording

## 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  
4<sup>th</sup> 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](mailto:marine.claims@aviva.com)

### Legal and Tax Helpline 0345 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](http://www.aviva.co.uk/legalprotection).

# Tradesman Tools Policy Wording

## Risk Solutions Helpline 0345 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, 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](http://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.

# Tradesman Tools Policy Wording

## 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 – Privacy Notice

### Personal Information

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at [www.aviva.co.uk/privacypolicy](http://www.aviva.co.uk/privacypolicy) or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester LE7 1PD.

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of the product. Additional controllers include your intermediary, who is responsible for the sale and distribution of the product, and any applicable reinsurers.

### Personal information we collect and how we use it

We will use personal information collected from you and obtained from other sources:

- to provide you with insurance: we need this to decide if we can offer insurance to you and if so on what terms and also to administer your policy, handle any claims and manage any renewal,
- to support legitimate interests that we have as a business: we need this to manage arrangements we have with reinsurers, for the detection and prevention of fraud and to help us better understand our customers and improve our customer engagement (this includes marketing, customer analytics and profiling),
- to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

As well as collecting personal information about you, we may also use personal information about other people, for example family members you wish to insure on a policy. If you are providing information about another person we expect you to ensure that they know you are doing so and are content with their information being provided to us. You might find it helpful to show them this privacy notice and if they have any concerns please contact us in one of the ways described below.

The personal information we collect and use will include name, address and date of birth, financial information and details of your business and property. If a claim is made we will also collect personal information about the claim from you and any relevant third parties. We may also need to ask for details relating to the health or any unspent offences or criminal convictions of you or somebody else covered under your policy. We recognise that information about health and offences or criminal convictions is particularly sensitive information. Where appropriate, we will ask for consent to collect and use this information.

If we need consent to use personal information for a specific reason, we will make this clear to you when you complete an application or submit a claim. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us – refer to the “Contacting us” details below. Please note that if consent to use this information is withdrawn we will not be able to continue to process the information you gave us for this/these purposes(s). This would not affect our use of the information where consent is not required.

Of course, you don't have to provide us with any personal information, but if you don't provide the information we need we may not be able to proceed with your application or any claim you make.

Some of the information we use as part of this application may be provided to us by a third party. This may include information already held about you and your business and property within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

# Tradesman Tools Policy Wording

## Credit Searches

To ensure we have the necessary facts to assess your insurance risk, verify your identity, help prevent fraud and provide you with our best premium and payment options, we may need to obtain information relating to you at quotation, renewal and in certain circumstances where policy amendments are requested. We or our agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims.

The identity of our Credit Reference Agency and the ways in which they use and share personal information, are explained in more detail at [www.callcredit.co.uk/crain](http://www.callcredit.co.uk/crain).

## Automated decision making

We carry out automated decision making to decide whether we can provide insurance to you and on what terms, deal with claims or carry out fraud checks. In particular we use an automated underwriting engine to provide a quote for this product, using the information we have collected.

## How we share your personal information with others

We may share your personal information:

- with the Aviva group, our agents and third parties who provide services to us, and your intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other. Reinsurers will use your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations we share information with may be located outside of the European Economic Area ("EEA"). We'll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

## Marketing

We also use personal information we hold about you across the Aviva Group to help us identify and tailor products and services that may be of interest to you. We will only communicate with you in accordance with any marketing preferences you have provided to us. We will continue to do this after your policy has ended.

If you wish to amend your marketing preferences, change how you would like us to communicate with you or tell us to stop marketing to you, you can do so in the following ways:

- Update in MyAviva
- Contact us by:
  - phone: 01603 622200 or +44 1603 604999 (from abroad)
  - email: [helpdesk@aviva.co.uk](mailto:helpdesk@aviva.co.uk)
  - post: Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD

## How long we keep your personal information for

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes. We will also use this information for marketing purposes.

## Your rights

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, including profiling and marketing, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us – refer to the "Contacting us" details below.

Tradesman Tool Policy BCIMM9477 (V36) 04.2018

# Tradesman Tools Policy Wording

## Contacting us

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at [dataprt@aviva.com](mailto:dataprt@aviva.com) or writing to the Data Protection Officer, Level 4, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.

## 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).

## 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.

# Tradesman Tools Policy Wording

## 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.

# Tradesman Tools Policy Wording

## Index

### Section 1 – Policy Definitions

### Section 2 – General Conditions

- Cancellation
- All Risks of loss or damage to
- Errors and Omissions
- Non-Contribution
- Fraud
- Non Disclosure, Misrepresentation or Misdescription
- Own Vehicle Conditions

### Section 3 – Additional Cover

- Debris Removal
- Drivers Personal Effects
- Insurance Premium Tax / Overseas Tax
- Own Sheets, Ropes, Chains
- Pairs and Sets

### Section 4 – Special Conditions

- Own Tools Clause
- Process
- Second-hand and/or Used and/or Damaged and/or Unpacked Goods
- Trailer Cover (Applicable only if stated on The Schedule)

### Section 5 – Institute and Joint Cargo Committee Clauses

- Contracts (Rights of Third Parties) Act 1999 Exclusion Clause (Cargo) JC - 2000/02
- Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause – CL370
- Institute Replacement Clause CL.372 - 01/12/2008 – in respect of New Goods only
- Institute Replacement Clause – Proportional Valuation CL.373 - 01/12/2008 – in respect of Second hand &/or Used Goods only
- 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)
- Termination of Transit Clause (Terrorism) – JC2009/056 – 01/01/2009
- Sanction Limitation and Exclusion Clause JC2010/014

### Section 6 – Policy Exclusions

### Section 7 – Claims Procedure



# Tradesman Tools Policy Wording

## 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.

# Tradesman Tools Policy Wording

## 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.

## 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.

## Tradesman Tools Policy Wording

(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.

### (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.

# Tradesman Tools Policy Wording

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
  - 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.

# Tradesman Tools Policy Wording

## (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.

## 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.

# Tradesman Tools Policy Wording

## 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.

## Tradesman Tools Policy Wording

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.

### 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.

# Tradesman Tools Policy Wording

## **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.

## **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



## Tradesman Tools Policy Wording

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.

### **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.

## **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  
Aviva  
4<sup>th</sup> 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

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.