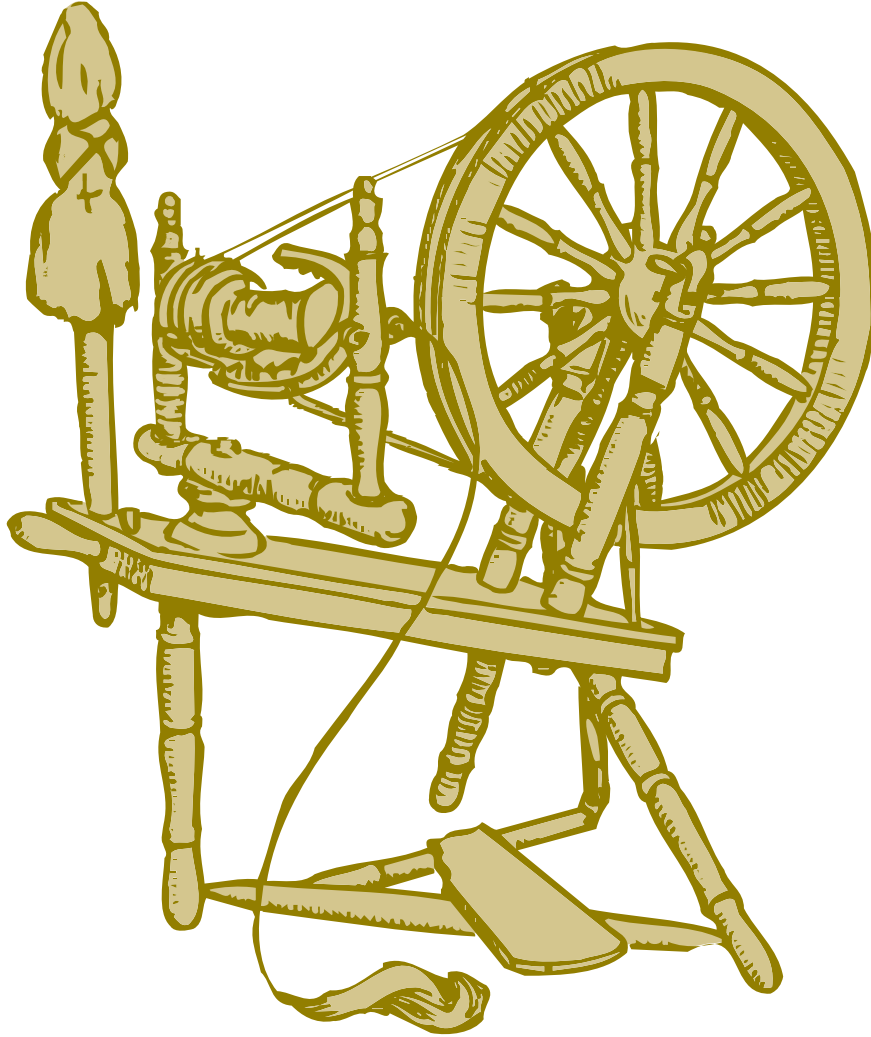


# Craftsman Policy

## CRAFTSMAN Insurance Policy Wording



*Exclusively arranged by  
Ian W.Wallace Ltd*

**FREEPHONE 0800 919359**



## THE CONTRACT OF INSURANCE

The Insured having made to the Insurer a proposal and declaration which shall be the basis of this contract and having paid or agreed to pay the premium, the Insurer will by payment or at its option reinstatement or repair indemnify the Insured to the extent hereafter described in respect of accident, injury, loss, destruction or damage occurring during the period of insurance subject to the terms, exceptions and conditions contained herein or endorsed hereon.

### IMPORTANT

This Policy is a legal contract and it is important that you examine it carefully to make sure that it meets your requirements. If it does not, or if your insurance requirements change, please let us know right away. You are reminded of the need to tell us immediately of any facts or changes which we would take into account in our assessment or acceptance of this insurance as failure to disclose all relevant facts may invalidate the Policy, or may result in the Policy not operating fully.



**Aviva Insurance Limited** Registered in Scotland No 2116 Registered Office; Pitheavlis Perth Scotland PH2 0NH  
*Authorised and regulated by the Financial Services Authority*

## DEFINITIONS

### The Insurer/We/Us/Our

Aviva Insurance Limited

### Policy

Policy means the policy booklet together with the current Schedule and any Endorsements or Special Clauses indicated on that Schedule as being operative.

These are to be read together as one contract and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning throughout unless otherwise stated

### The Business

The Business means the activities directly connected with the Business specified in the Schedule to the extent that they are conducted at or from premises in Great Britain Northern Ireland the Isle of Man or the Channel Islands and includes the following ancillary activities:

1. partnership use repair maintenance and decoration of premises occupied by the Insured
2. repair or maintenance of vehicles or plant owned and used by the Insured
3. the provision and management of canteen social sports educational and welfare organisations for the benefit of any Person Employed and first aid fire security and ambulance services
4. participation in exhibitions held in member countries of the European Community in connection with the Business specified in the Schedule and in addition
5. private work undertaken by any Person Employed for the Insured or for any director or Employee of the Insured with the prior consent of the Insured

### Employee

Employee means any person who is

1. under a contract of service or apprenticeship with the Insured
2. supplied under a Youth Training Scheme or Job Training Scheme or similar Government Scheme

while working under the control of the Insured in connection with the Business

### Person Employed

Person Employed means any Employee and any person who is

1. a labour master or supplied by a labour master
2. employed by labour only subcontractors
3. self-employed
4. hired to or borrowed by the Insured
5. supplied to the Insured for the purposes of work experience under the Education (Work Experience) Act 1973 or subsequent legislation of similar intent
6. a prospective Employee who is undergoing practical work experience whilst being assessed by the Insured as to his or her suitability for employment
7. a voluntary helper while working under the supervision end control of the Insured in connection with the Business

8. an outworker or homeworker employed under a contract to personally execute any work in connection with the Business while he or she is engaged in that work

### Bodily Injury

Bodily Injury includes death illness disease or nervous shock

### Personal Injury

Personal Injury means Bodily Injury and wrongful arrest detention imprisonment or eviction of any person or wrongful accusation of shoplifting

### Damage

Damage means physical damage

### Costs and Expenses

Costs and Expenses means

1. any claimant's legal costs for which the Insured is legally liable
2. all costs and expenses incurred with the Insurer's written consent
3. all solicitors' fees for legal representation at
  - a. any Coroner's Inquest or Fatal Accident Inquiry or
  - b. proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty

in connection with any Event which is or may be the subject of indemnity under this Policy

### Limit of Indemnity

Section A- Public and Products Liability

Limit of Indemnity means the amount specified as such in the Schedule and the liability of the Insurer for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one Event or all Events of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity but in respect of Products Supplied or pollution or contamination the Limit of Indemnity shall apply to all insured Events occurring in any one Period of Insurance

Costs and Expenses recoverable under this Policy will be paid in addition to the Limit of Indemnity except that in respect of any claim brought in the United States of America or Canada or any territory within their jurisdiction the Limit of Indemnity shall be the maximum amount payable including Costs and Expenses

Section B – Employers Liability

Limit of Indemnity means the amount specified in the Schedule including Costs and Expenses in respect of any one claim or series of claims against the Insured arising out of one cause

### The Works

The Works means all works executed or to be executed by or on behalf of the Insured and all materials brought to the site of The Works for incorporation therein and all plant tools equipment temporary works temporary buildings or any other property brought onto or adjacent to the site for the purpose of the execution of The Works

**Contract Work Executed**

Contract Work Executed means work carried out by or on behalf of the Insured away from the Insured's normal place of business or that of the party who carried out the work on behalf of the Insured and which at the time of the Event giving rise to a claim under this Policy is

1. no longer the property of  
and
2. not under the custody or control of the Insured or any Person Employed by the Insured

**Products Supplied**

Products Supplied means goods including labels and container and packaging

1. on which work has been completed by or on behalf of the Insured at the Insured's normal place of business or that of the party who carried out the work on behalf of the Insured  
or
2. which have been handled stored sold supplied, financed or transported by the Insured

and which at the time of the Event giving rise to a claim under this Policy are not under the custody or control of the Insured or any Person Employed

**Property**

Property means material property

**Period insurance**

Period of Insurance means from the Effective Date shown in the New Business Schedule until Midnight on the Expiry Date shown in the New Business Schedule

The Period of Insurance includes any subsequent period for which the Insurer may accept payment for renewal of this Policy

**Territorial Limits**

The Territorial Limits referred to in this Policy are

1. anywhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man including designated areas of the continental shelf surrounding Great Britain and foreign actions of cross boundary petroleum fields as defined in the Employment (Continental Shelf) Act 1978  
or
2. anywhere within the member countries of the European Community in connection with the activities of Persons Employed provided such persons are normally resident in Great Britain Northern Ireland the Channel Islands or the Isle of Man  
or
3. elsewhere in the world in connection with the activities of Persons Employed provided such persons are normally resident in Great Britain Northern Ireland the Channel Islands or the Isle of Man and are not outside such countries for more than six months in any one year  
or
4. anywhere in the world in connection with Products Supplied at or from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man

**Asbestos**

"Asbestos" shall mean asbestos, asbestos fibres or any derivatives of asbestos.

**Computer and Electronic Equipment**

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

**Cyber Vandal**

The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer or Electronic Equipment.

**Data**

All information which is

1. electronically stored, or
2. electronically represented, or
3. contained on any current and back-up disks, tapes or other materials or devices used for the storage of data.

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

**Data Storage Materials**

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

**Denial of Service Attack**

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

**Failure**

Any partial or complete reduction in the

1. performance, or
2. availability, or
3. functionality, or
4. the ability to recognise or process any date or time,  
of any
  - a. Computer and Electronic Equipment
  - b. electronic means of communication
  - c. web site

**Loss of Data**

Physical or electronic or other loss or destruction or alteration or loss of use whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

**Malicious Contingency**

1. riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
2. malicious persons other than thieves and Cyber Vandals

**Specified Contingency**

fire  
 lightning  
 explosion  
 aircraft and other aerial devices or articles dropped from them  
 earthquake  
 storm or flood  
 escape of water from any tank apparatus or pipe  
 falling trees  
 impact  
 escape of fuel from any fixed oil heating installation

**Virus or Similar Mechanism**

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

**GENERAL EXCEPTIONS**

1. We will not provide indemnity in respect of death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability
  - a. directly or indirectly caused by or contributed to by or arising from
    - i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
    - ii. the radioactive, toxic, explosive or other hazardous or contaminating properties, of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - b. directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
    - i. dispersing radioactive material and/or ionising radiation  
or
    - ii. using atomic or nuclear fission and/or fusion or other like reaction.

However,

- 1 exception 1 b above does not apply to the Employers' Liability, and Public and Products Liability sections, when insured by this policy.
- 2 in relation to the Employers' Liability Section, exception 1 a. above only applies when The Insured under a contract or agreement have undertaken to
  - a. indemnify another party
  - b. assume the liability of another party.
2. This policy does not cover loss, destruction, damage or business interruption
 

directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
3. This policy does not cover
  - a. Money credit cards securities of any description jewellery precious stones precious metals bullion bonds furs curiosities rare books or works of art
  - b. goods held in trust or on commission documents manuscripts business books computer systems records explosives or video tapes or cassettes for sale or hire
  - c. property in transit  
unless specifically mentioned
4. **Date Recognition**

There is no insurance under this policy in respect of any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any

  - a. electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
  - b. media or systems used in connection with any of the foregoing

whether the property of the Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date

including without limitation, the failure or inability to recognise capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- i. recognising using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or corrected date, day of the week or period of time
- ii. the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above

but this general exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder) arising under any of the following sections, but only to the extent that such claim would otherwise be insured under that section

Section C – All Risks Policy

Section D – Loss of Exhibition Expenses

This general exception does not apply in respect of any of the following sections, if provided by this policy

Employer's Liability

#### Definition

For the purpose of this general exception only, 'Defined Contingency' shall mean fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked outworkers, persons faking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

### 5. War and Terrorism

#### War

This policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (i) war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
- (ii) nationalisation confiscation requisition seizure or destruction by the Government or any public authority
- (iii) any action taken in controlling preventing suppressing or in any way relating to (i) and/or (ii) above

Provided (i) (ii) or (iii) shall not apply to

Employer's Liability

and (ii) shall not apply to

Public and/or Products Liability

when insured by this policy

#### Terrorism

This policy does not cover any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (1) Terrorism
- (2) civil commotion in Northern Ireland
- (3) any action taken in controlling preventing suppressing or in any way relating to (1) and/or (2) above

except as stated in the **Special Provisions – Terrorism** below

and provided that

(1) and/or (3) above shall not apply to

Theft

and (2) above shall not apply to

Employer's Liability  
Public and/or Products Liability

Terrorism is defined as any act or acts including but not limited to

(a) the use or threat of force and/or violence  
and/or

(b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes

In any action suit or other proceedings where the Insurer(s) allege(s) that any consequence whatsoever resulting directly or indirectly from or in connection with (1) and/or (3) above regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) shall be upon the Insured

#### Special Provisions – Terrorism

Subject otherwise to the terms conditions exceptions and exclusions of the policy

When any of the following covers are insured by this policy

Employers Liability  
Public and/or Products Liability

neither of the exclusions in (1) and (3) above shall apply to

- (i) Employers Liability but the Limit/Amount of Indemnity for the purposes of Special Provision (a) – Terrorism is limited to £5,000,000 including costs and expenses
- (ii) Public and/or Products Liability but the Limit/Amount of Indemnity for the purposes of Special Provision (a) – Terrorism is limited to £2,000,000 or any other amount specified in the policy for Public and/or Products Liability whichever is the lower

## 6. E-Risks/Cyber

We will not provide indemnity in respect of any claim (other than in respect of Personal Injury as defined under the Public and/or Products Liability Section) arising directly or indirectly from, or in connection with, or consisting of

### a. Loss of Data

However, we will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of Loss of Data, which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such claim is insured under that Section

- i. All Risks
- ii. Loss of Exhibition Expenses

General Exception 6 (a) does not apply to the Public and Products Liability Section, when insured by this policy.

- b. any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with: Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

However, We will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials, which is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section.

- i. All Risks
- ii. Loss of Exhibition Expenses

General Exceptions 6 (a) and (b) do not apply to the following Section, when insured by this policy.

Employer's Liability

## SECTION A PUBLIC AND PRODUCTS LIABILITY

### Event

In the event of accidental

1. Personal Injury  
or
2. loss of or Damage to Property  
or
3. obstruction trespass nuisance or interference with any right of way air light or water or other easement

which arises in connection with the Business and which occurs during the Period of Insurance and within the Territorial Limits

### Public Liability

If it is stated in the schedule that Public Liability Risks are covered the Insurer will indemnify the Insured in respect of such an Event not caused by or arising from Products supplied, against

1. legal liability for compensation up to the Limit of Indemnity  
and
2. Costs and Expenses

### Products Liability

If it is stated in the schedule that Products Liability Risks are covered the Insurer will indemnify the Insured in respect of such an Event, caused by or arising from Products supplied, against

1. legal liability for compensation up to the Limit of Indemnity  
and
2. Costs and Expenses

## EXTENSIONS

### A. LEGAL EXPENSES ARISING FROM HEALTH AND SAFETY LEGISLATION

Event

1. In the event of any act or omission or alleged act or omission leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or similar safety legislation of Great Britain Northern Ireland the Isle of Man or the Channel Islands  
or
2. In the event of an incident which results in an Inquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

**Indemnity**

The Insurer will provide indemnity up to the Limit of Indemnity against legal fees and expenses incurred in representing the Insured in such proceedings including appeals against the results of such proceedings

Provided that the proceedings relate to an act or omission or incident or alleged act or omission or incident which has been committed during the Period of Insurance within Great Britain Northern Ireland the Isle of Man or the Channel Islands and in the course of the Insured's Business

This indemnity will not apply

1. in respect of fines or penalties of any kind
2. to proceedings relating to the health and safety of any Person Employed
3. to proceedings consequent upon a deliberate act or omission by the Insured
4. to persons other than the Insured or any director or Employee of the Insured
5. where there is an indemnity provided by a legal expenses insurance policy

**B. COMPENSATION FOR COURT ATTENDANCE**

In the event of any director partner or Employee of the Insured attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurer will provide compensation to the Insured at the following rates for each day on which attendance is required

- |                              |                            |
|------------------------------|----------------------------|
| a. any partner or proprietor | up to £250 per day maximum |
| b. any director              | up to £250 per day maximum |
| c. any other Employee        | up to £150 per day maximum |

**C. CROSS LIABILITIES**

Where there is more than one party named as the Insured in the Schedule this Policy will apply separately to each such Insured in the same manner and to the same extent as if a separate policy had been issued to each Insured and the Insurer agrees to waive all rights of subrogation against any of these parties provided that the total amount payable in respect of compensation does not exceed the Limit of Indemnity

**D. CONSUMER PROTECTION ACT AND FOOD SAFETY ACT**

The Insurer will provide indemnity to the Insured and any partner or director of the Insured or Person Employed in respect of

1. costs of prosecution awarded against the Insured or any partner or director of the Insured or Person Employed
2. legal fees and expenses incurred with the Insurer's consent in the defence of and arising from criminal proceedings brought or in an appeal against conviction from such proceedings in respect of a breach of Part 11 of the Consumer Protection Act 1987 or of Part 11 of the Food Safety Act 1990

Provided that

- a. the proceedings relate to an offence committed or alleged to have been committed during the Period of Insurance and in the course of the Insured's Business
- b. the indemnity will not apply
  - (i) in respect of fines or penalties of any kind
  - (ii) where indemnity is provided by any other insurance
  - (iii) to proceedings consequent upon any deliberate act or omission

**E. DEFECTIVE PREMISES ACT LIABILITY**

Where the Insured is legally liable for accidental Bodily Injury or loss of or Damage to Property by virtue of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any premises which have been disposed of by the Insured and which prior to disposal were owned by the Insured the Insurer will provide indemnity against such legal liability

**F. OBSTRUCTING VEHICLES**

Where any vehicle is causing an obstruction and interfering with the performance of the Business the Insurer will provide indemnity against legal liability for accidental Bodily Injury or loss of or Damage to Property arising from the movement of such vehicle by the Insured or any Employee of the Insured or the application of a wheel clamp to the vehicle

Provided that

- a. if such Obstructing vehicle is being moved on a road within the meaning of the RTA such use will be restricted solely to the minimum movement of the vehicle required to obtain access to or exit from the Insured's premises
- b. if a wheel clamp is attached to a vehicle a bold warning notice to this effect will be attached to the windscreen of such vehicle

The indemnity will not apply in circumstances where it is compulsory for the Insured to insure or provide security as a requirement of any road traffic legislation

**G. INDEMNITY TO OTHER PERSONS**

We will indemnify

1. the Insureds personal representatives in respect of legal liability the Insured incurs
2. at the Insureds request
  - a. any director, partners or proprietor or Employee of the Insureds
  - b. the officers, committees and members of the Insureds
    - (i) canteen, social, sports, educational and welfare organisations
    - (ii) first aid, fire, security and ambulance services
 or the personal representatives of these persons against legal liability in respect of which the Insured would have been entitled to indemnity if the claim had been made against the insured.
  - c. any principal for whom the insured person or persons are carrying out a contract to the extent required by the contract conditions

Each indemnified party will be subject to the terms of this Section so far as they can apply.

**H. LEGAL EXPENSES ARISING FROM CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE ACT 2007**

We will indemnify the Insured in respect of

- a. legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- b. costs of prosecution awarded against the Insured

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

1. unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Territorial Limits and in connection with The Business.
2. in respect of proceedings which
  - a. result from any deliberate act or omission by the Insured.
  - b. relate to any person other than an Employee.
3. in respect of any
  - a. fines.
  - b. remedial or publicity orders or any steps required to be taken by such orders.
4. Where indemnity is provided by another insurance policy.

**EXCLUSIONS**

The Insurer shall not be liable in respect of

**1. Liquidated damages and penalty clauses etc.**

Liquidated damages or penalty clauses or fines or punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages

**2. Injury to Persons Employed**

Personal Injury to any Person Employed or to any working partner or proprietor comprising the Insured arising out of and in the course of employment by the Insured in the Business

**3. The Works and Property under the Insured's control**

Loss of or Damage to

- a. The Works
- b. property belonging loaned or hired to the Insured

**4. Loss of or Damage to Products Supplied or Contract Work Executed**

- a. loss of or Damage to  
or

- b. the cost incurred by anyone in repairing removing replacing re-applying rectifying or reinstating

any Products Supplied or Contract Work Executed other than Products Supplied or Contract Work Executed under a separate contract

- a. property which is held in trust by or held in the custody or control of the Insured or any Person Employed by the Insured or any party who is carrying out work on behalf of the Insured

other than in the circumstances described in Additional Clauses 5 or 6 or 7

- a. property for which there is a contractual requirement to effect insurance (other than public liability insurance)
- b. property for which there is a contractual actual requirement to effect insurance by reason of Clause 21.2.1. of the 1980 Edition of the Joint Contracts Tribunal Conditions of Contract (or the corresponding clause in any prior version or any subsequent revision or substitution thereof) or by any clause of similar intent under any other conditions of contract

**5. Vehicles and craft**

Liability arising out of the possession ownership or use by or on behalf of the Insured or any person entitled to indemnity under Section A of this Policy of any

- a. mechanically propelled vehicle or trailer attached thereto used in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation
- b. aircraft aerial device hovercraft or watercraft Provided there is no indemnity afforded under any more specific insurance this exception will not apply to
  - (i) the loading or unloading of motor vehicles or trailers
  - (ii) the circumstances described in Additional Clauses 3 or 8
  - (iii) watercraft which are less than 8 metres in length
  - (iv) barges used solely on inland waterways

## 6. Recalling of Products Supplied or Contract Work Executed

The cost incurred by anyone in

- a. recalling or altering or making refunds in respect of any Products Supplied or Contract Work Executed
- b. remedying any defects or alleged defects in land or buildings or structures or other premises disposed of by the Insured
- c. rectifying defective contract work executed

## 7. Professional services

Advice instruction consultancy design formula specification inspection certification or testing performed or provided separately for a fee or under a separate contract

## 8. Aircraft and nuclear risks

Liability arising out of Products Supplied with the knowledge of the Insured or Contract Work Executed by or on behalf of the Insured which could affect

- a. the navigation propulsion or safety of any aircraft or other aerial device
- b. the safety or operation of nuclear installations

## 9. Contractual liability for Products Supplied

Any Products Supplied by or on behalf of the Insured where legal liability has been accepted by agreement unless such liability would have attached in the absence of such agreement

## 10. Pollution or Contamination

Pollution or contamination of buildings or other structures or of water or land or the atmosphere (including all Personal Injury or loss of or Damage to Property directly or indirectly caused by such pollution or contamination) other than caused by a Sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance

All pollution or contamination which arises out of one incident shall be deemed to have occurred on the date that the Insured first becomes aware of such incident

## 11. Asbestos

We will not provide indemnity in respect of

- a. exposure to
- b. inhalation of
- c. fears of the consequences of exposure to or inhalation of
- d. the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos including any product containing Asbestos.

## SECTION B EMPLOYER'S LIABILITY

### OPERATIVE ONLY IF SHOWN IN THE SCHEDULE

In the event of Bodily Injury sustained by any Person Employed which arises out of and in the course of his or her employment by the Insured in the Business and which is caused during the Period of Insurance and within the Territorial Limits the Insurer will provide indemnity against

1. legal liability to such Person Employed for compensation and
  2. Costs and Expenses
- up to the Limit of Indemnity.

### Avoidance Clause

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law ordinance or statute relating to compulsory insurance of liability to employees but the Insured shall repay to the Insurer all sums paid by the Insurer which the Insurer would not have been liable to pay out for the provisions of such law ordinance or statute

### Extensions included In Section B

#### A. LEGAL EXPENSES ARISING FROM HEALTH AND SAFETY LEGISLATION

Event

1. In the event of any act or omission or alleged act or omission leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or similar safety legislation of Great Britain Northern Ireland the Isle of Man or the Channel Islands
- or
2. In the event of an incident which results in an Inquiry ordered under the Health and Safety Inquiries (Procedure) regulations 1975

Indemnity

The Insurer will provide indemnity up to the Limit of Indemnity against legal fees and expenses incurred in representing the Insured in such proceedings including appeals against the results of such proceedings

Provided that the proceedings relate to an act or omission or incident or alleged act or omission or incident which has been committed during the Period of Insurance within Great Britain Northern Ireland the Isle of Man or the Channel Islands and in the course of the Insured's Business

This indemnity will not apply

1. in respect of fines or penalties of any kind
2. to proceedings relating to the health and safety of any person other than a Person Employed
3. to proceedings consequent upon a deliberate act or omission by the Insured
4. to persons other than the Insured or any director or Employee of the Insured
5. where there is an indemnity provided by a legal expenses insurance policy

**B. UNSATISFIED COURT JUDGEMENTS**

## Event

In the event of a judgement for damages being obtained by any Employee in respect of Bodily Injury to the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Insured in the Business against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man in any Court situate in those countries and remaining unsatisfied in whole or in part six months after the date of such judgement

## Indemnity

The Insurer will at the request of the Insured indemnify up to the Limit of Indemnity the Employee or the personal representatives of the Employee up to the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

## Provided that

1. there is no appeal outstanding
2. if any payment is made hereunder the Employee or the personal representatives of the Employee shall assign the judgement to the Insurer

**C. COMPENSATION FOR COURT ATTENDANCE**

In the event of any director Partner or Employee of the Insured attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurer will provide compensation to the Insured at the following rates for each day on which attendance is required

- |                               |                                |
|-------------------------------|--------------------------------|
| (a) any partner or proprietor | up to £250 per day<br>maximum  |
| (b) any director              | up to £250 per day<br>maximum  |
| (c) any other Employee        | up to £1 50 per day<br>maximum |

**D. INDEMNITY TO OTHER PERSONS**

We will indemnify

1. the Insureds personal representatives in respect of legal liability the Insured incurs
2. at the Insureds request
  - a. any director, partners or proprietor or Employee of the Insureds
  - b. the officers, committees and members of the Insureds
    - (i) canteen, social, sports, educational and welfare organisations
    - (ii) first aid, fire, security and ambulance services
 or the personal representatives of these persons against legal liability in respect of which the Insured would have been entitled to indemnity if the claim had been made against the insured.
  - c. any principal for whom the insured person or persons are carrying out a contract to the extent required by the contract conditions.

Each indemnified party will be subject to the terms of this Section so far as they can apply.

**E. LEGAL EXPENSES ARISING FROM CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE ACT 2007**

We will indemnify the Insured in respect of

- a. legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- b. costs of prosecution awarded against the Insured

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

1. unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Territorial Limits and in connection with The Business.
2. in respect of proceedings which
  - a. result from any deliberate act or omission by the Insured.
  - b. relate to an Employee.
3. in respect of any
  - a. fines.
  - b. remedial or publicity orders or any steps required to be taken by such orders.
4. Where indemnity is provided by another insurance policy.

## SECTION C ALL RISKS

### OPERATIVE ONLY IF SHOWN IN THE SCHEDULE

Accidental Loss or destruction of or damage (hereinafter termed with Damage) to the Property Insured as described in the schedule whilst at the location specified.

#### Note

The sum insured under each item is Subject to Average. See General Condition 8.

#### Exceptions

1. Damage to the Property Insured by
  - a. faulty or defective design, materials or workmanship
  - b. depreciation, gradual deterioration or wear and tear
  - c. change in temperature, wet or dry rot, vermin, insects or scratching
  - d. acts of fraud, trick or false pretence unexplained or inventory shortage, misfiling or misplacing of information or clerical errors
  - f. mechanical or electrical breakdown and/or derangement
  - g. theft where any Employee or member of the Insured's family is involved as principal or accessory
  - h. any process involving the application of heat
2. **Damage to** any Property Insured as a result of its undergoing any process including testing, repairing, adjusting, servicing or maintenance operation
3. the Insured's Retained Liability stated in the Schedule.

#### Basis of Settlement

In the event of the Property Insured other than stock in trade and Employee's pedal cycles or personal effects being lost, destroyed or damaged the basis upon which the amount payable is to be calculated shall be

- (a) where property is destroyed, the rebuilding of the property, if a building, or in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new
- (b) where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same but not better or more extensive than its condition when new

provided that

- (i) any work of rebuilding or (which may be carried out on another site and in any manner suitable to the requirements of the Insured subject to the Insurer's liability not being increased) must be commenced and carried out with reasonable dispatch
- (ii) where property is damaged or destroyed in part only the Insurer's liability shall not exceed the sum representing the cost which could have been paid if the property had been paid if the property had been wholly destroyed
- (iii) no payments shall be made until rebuilding or restoration costs have actually been incurred

- (iv) if at the time of rebuilding, restoration or repair the sum representing eighty five per cent of the cost which would have been incurred in reinstatement if the whole of the Property Insured by any item had been destroyed exceeds the sum insured by such item at the time of the damage or destruction then the amount payable shall be proportionately reduced.

Where for any reason a payment cannot be made in accordance with (a) and (b) above the liability of the Insurer will be arrived at as if this Basis of Settlement had not been incorporated and shall be subject to the terms and conditions of the Policy including Condition of Average (General Condition 8)

## SECTION D LOSS OF EXHIBITION EXPENSES

OPERATIVE ONLY IF SHOWN IN THE SCHEDULE

This Policy extends to indemnify the Insured against loss of Exhibition Expenses resulting from abandonment of or interference with the exhibition caused by loss or destruction of or damage to:

- (i) property insured by the Policy whilst at the exhibition premises or in transit by land or internal waterway to or from such premises
- (ii) the building of the exhibition premises, stands or similar erections occurring before the advertised public closing time of the said exhibition.

### Exclusions

The Insurer shall not be liable in respect of Loss of Exhibition Expenses arising from loss, destruction or damage caused by:

- (a) wear, tear and depreciation
- (b) theft by employees of the Insured
- (c) mechanical or electrical breakdown or any process of demonstration.

Exhibition Expenses means

- 1 Expenditure directly incurred in connection with the Exhibition including advertising, printing, stationery, insurance premiums, charges for space services, hire of stands, transport charges heating and lighting, telephone charges, salaries and wages
- 2 Cost of installing stands, fittings and exhibits

### Provisos

- 1 In the event of the exhibition
  - (a) being abandoned the Insurers shall be liable only for such proportion of the Exhibition Expenses as the Insured shall have paid or be liable to pay
  - (b) being interfered with the Insurer shall be liable only for such proportion of the Exhibition Expenses as the Insured shall have paid or be liable to pay as the period of interference bears to the whole period during which but for the interference the Exhibition would have been taking place less any savings in Exhibition Expenses or recovery thereof as a result of the loss, destruction or damage.
- 2 The Liability of the Insurer under this extension shall in no case exceed the Sum Insured stated in the Schedule.
- 3 No liability shall attach to the Insurer until a claim for loss or destruction of or damage to property insured by the Policy has been paid or admitted it being understood that this proviso shall not operate to the detriment of the Insured where such loss, destruction or damage occurs to the buildings, stands or similar erections at the exhibition premises which are not owned by or are not the responsibility of the Insured.
- 4 If the Sum Insured under this extension shall be less than the total Exhibition Expenses which but for the loss, destruction or damage would have been incurred the amount payable shall be reduced proportionately.

## GENERAL CONDITIONS

### 1. Identification

The Policy, Schedule and Sections shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Policy, Schedule and Sections shall bear the same meaning wherever it may appear

### 2. Policy Voidable

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

### 3. Alteration

This Policy shall be avoided with respect to any part thereof in regard to which there be any alteration after the commencement of this insurance

- a. by removal or
- b. whereby the risk of loss or destruction or damage, accident or injury is increased or
- c. whereby the interest of the Insured ceases except by will or operation of law

unless such alteration be admitted by memorandum signed by or on behalf of the Insurer.

### 4. Warranties

Every warranty shall from the time that the warranty attaches apply and continue to be in force during the whole currency of this Policy and non-compliance with any such warranty whether it increases the risk or not shall be a bar to any claim provided that whenever this Policy is renewed a claim occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

### 5. Claims Conditions

Action by the Insured

- a. on the happening of any loss or destruction or damage or any accident or injury which may give rise to a claim the Insured shall give immediate notice thereof in writing to the Insurer  
  
in respect of loss or destruction or damage caused by malicious persons or by theft it is a condition precedent to any claim that immediate notice of the loss or destruction or damage shall have been given by the Insured to the Police Authority
- a. the Insured shall within 30 days after such loss destruction or damage accident or injury (7 days in the case of loss destruction or damage caused by riot civil commotion strikers locked out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Insurer may in writing allow at the expense of the Insured deliver to the Insurer a claim in writing containing as particular an account as may be reasonably practicable of the accident, injury or any articles or portions of property lost destroyed or damaged and of the amount of damage

thereto together with details of any other insurances on any property hereby insured. The Insured shall also give to the Insurer all such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith. No claim under this Policy shall be payable unless the terms of this condition have been complied with

- b. the Insured shall send to the Insurers immediately on receipt any writ summons or other legal process issued or commenced against the Insured
- c. the Insured shall not negotiate, pay, settle, admit or repudiate any claim without the written consent of the Insurer.

### 6. Fraud

If any claim made by the Insured or anyone acting on behalf of the Insured to obtain any Policy benefit shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in support thereof all benefits under this Policy shall be forfeited.

### 7. Reinstatement

If the Insurer elects or becomes bound to reinstate or replace any property the Insured shall at his own expense produce and give to the Insurer all such plans documents, books and information as the Insurer may reasonably require. The Insurer shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one item of the items insured more than the sum insured thereon.

### 8. Average

Wherever a sum insured is declared to be subject to Average, if the the property covered by this Policy shall at the commencement of any loss, destruction or damage hereby insured against be collectively of greater value than such sum insured, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

### 9. Contribution

If at the time of the happening of any loss or destruction or damage or liability covered by this Policy there shall be in existence any other insurance of any nature providing indemnity to the Insured for such loss or destruction or damage or liability whether effected by the Insured or not then the liability of the Insurer shall be limited to its rateable proportion thereof.

If any such other insurance shall be subject to any condition of average this Policy if not already subject to any condition of average shall be subject to average in like manner. If any other insurance effected by or on behalf of the Insured is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the loss or destruction or damage the liability of the Insurer hereunder shall be limited to such proportion of the loss or destruction or damage as the sum hereby insured bears to the value of the property.

## 10. Rights of the Insurer

On the happening of any loss or destruction or damage in of which a claim is or may be made under this Policy the Insurer and every person authorised by the Insurer may without thereby incurring any liability without diminishing the right of the Insurer to rely upon any conditions of this Policy, enter take or keep possession of the building or premises where the loss destruction or damage has happened any may take possession of or require to be delivered to them any of the property hereby insured and may take possession of an deal with such property for all reasonable purposes and in any reasonable manner. This condition shall be evidence of the leave and licence of the insured to the Insurer so to do. If the Insured or anyone acting on behalf of the Insured shall not comply with the requirements of Insurer or shall hinder or obstruct the Insurer in doing any of the above mentioned acts then all benefit under this Policy shall be forfeited. The Insured shall not in any case be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not.

## 11. Subrogation

Any claimant under this Policy shall at the request and at the expense of the Insurer do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Insurer shall be or would become entitled or subrogated upon its paying for or making good any loss or destruction or damage, accident or injury under this Policy whether such acts and things shall be or become necessary or required before or after indemnification by the Insurer.

## 12. Discharge of Liability

The Insurer may at any time pay the Limit of Indemnity or the sum insured (after the deduction of any sum already paid) or any less amount for which a claim can be settled and shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment

## 13. Arbitration

If any difference should arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any differences is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer

## 14. Statutory Requirements, Maintenance and Reasonable Precautions

The Insured shall

- a. maintain the Premises, machinery, plant and equipment in a satisfactory state of repair
- b. take all reasonable precautions to prevent loss or destruction or damage, accident or injury
- c. take all reasonable precautions for the safety and protection of the property insured including the selection and supervision of Employees and not do or permit anything to be done whereby the risk of the Insurer shall be increased
- a. comply with all statutory requirements and other safety regulations imposed by any authority
- b. keep books with a complete record of purchases and sales.

## 15. Cancellation

The Insurer may at any time by giving thirty days notice in writing to the Insured at his last known address terminate this Policy as from the expiration of such thirty days provided the Insurer shall in that event return to the Insured proportionate part of the premium for the unexpired time of the Policy.

## 16 Subjectivity

The policy, the application form, statement of fact and/or declaration made by the Insured, and The schedule, should be read together and form the contract of insurance between the Insured, (The Policyholder,) and Us (Aviva).

- (a) We will clearly state in the schedule if the cover provided by the policy is subject to the Insured:
  - (i) providing Us with any additional information requested by the required date(s),
  - (ii) completing any actions agreed between the Insured and Us by the required date(s),
  - (iii) allowing Us to complete any actions agreed between the Insured and Us.
- (b) If required by Us, the Insured must allow us access to the premises and/or The Business to carry out survey(s), within 60 days of the inception or renewal date, unless We agree otherwise in writing.

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

- (i) modify the Insured's premium,
- (ii) issue a mid-term amendment to the Insured's policy section terms and conditions,
- (iii) require the Insured to make alterations to the premises insured by the required date(s),
- (iv) exercise Our right to cancel the insured's policy,
- (v) leave the policy or section terms and conditions, and the Insured's premium, unaltered.

We will contact the Insured with Our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by the insured 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 the Insured disagree with Our requirements and/or decisions, We will consider the Insured's comments and where We consider appropriate, will continue to negotiate with the Insured to resolve the matter to the Insured's and Our satisfaction.

In the event that the matter cannot be resolved:

- (i) The Insured have the right to cancel this policy from a date agreed by the Insured 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.
- (ii) We may, at Our option, exercise Our right under Policy Condition **(15) Cancellation**.

Except where stated all other policy and section 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 this policy booklet.

## COMPLAINTS PROCEDURE

Our goal is to give excellent service to all of our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all of 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 services we offer.

### What will happen if you complain

- We will acknowledge your complaint within 2 working days.
- We aim to resolve complaints, following assessment and investigation 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.

If you remain unhappy with the decision you receive from the local branch you may write to the Chief Executive. If you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Service (FOS).

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

### What should I do?

The steps you should take if dissatisfied

#### Step 1 Seek resolution by your insurance adviser or usual Aviva point of contact

If you are disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to contact Ian W. Wallace Ltd, PO Box 5063, Verwood, Dorset, BH31 6WB.

#### Step 2 Refer your complaint to our Chief Executive

If you remain unhappy with the decision you receive, please write with full details including Policy number and/or claim number, to: The Chief Executive UK Insurance, Aviva, 8 Surrey Street, Norwich, NR1 3NS. A review of the matter will then be carried out at a senior level and a final decision given.

#### Step 3 Refer your complaint to the Financial Ombudsman Service

If after making a complaint to us you are still unhappy and you feel the matter has not been resolved to your satisfaction please contact the FOS at Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Telephone: 0845 080 1800. Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## CHOICE OF LAW

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

1. The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
2. In the case of a business, that law applying in that part of the UK, Channel Islands or Isle of Man where it has its principle place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

## HOW TO CLAIM

To make a claim phone 0800 919359.

Please have your policy number to hand when calling.

## **CANCELLATION RIGHTS**

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 the right to cancel your policy during a period of 14 days either from the day of purchase or renewal of the contract or the day on which you receive your policy or renewal documentation, whichever ever 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, calculated as a proportion of the time for which the insurance would have provided cover and for any cost incurred by us in issuing the policy.

To exercise your right to cancel your policy, please contact Ian W. Wallace Ltd, PO Box 5063, Verwood, Dorset, BH31 6WB.

If you do not exercise your right to cancel your policy, it will continue in force for the term of the policy and you will be required to pay the full premium as stated.

Alternatively, if you are not an individual/sole trader (including a partnership in England and Wales) there are no cancellation rights under this policy.

## **The Financial Services Compensation Scheme**

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

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN.

## **Use of Language**

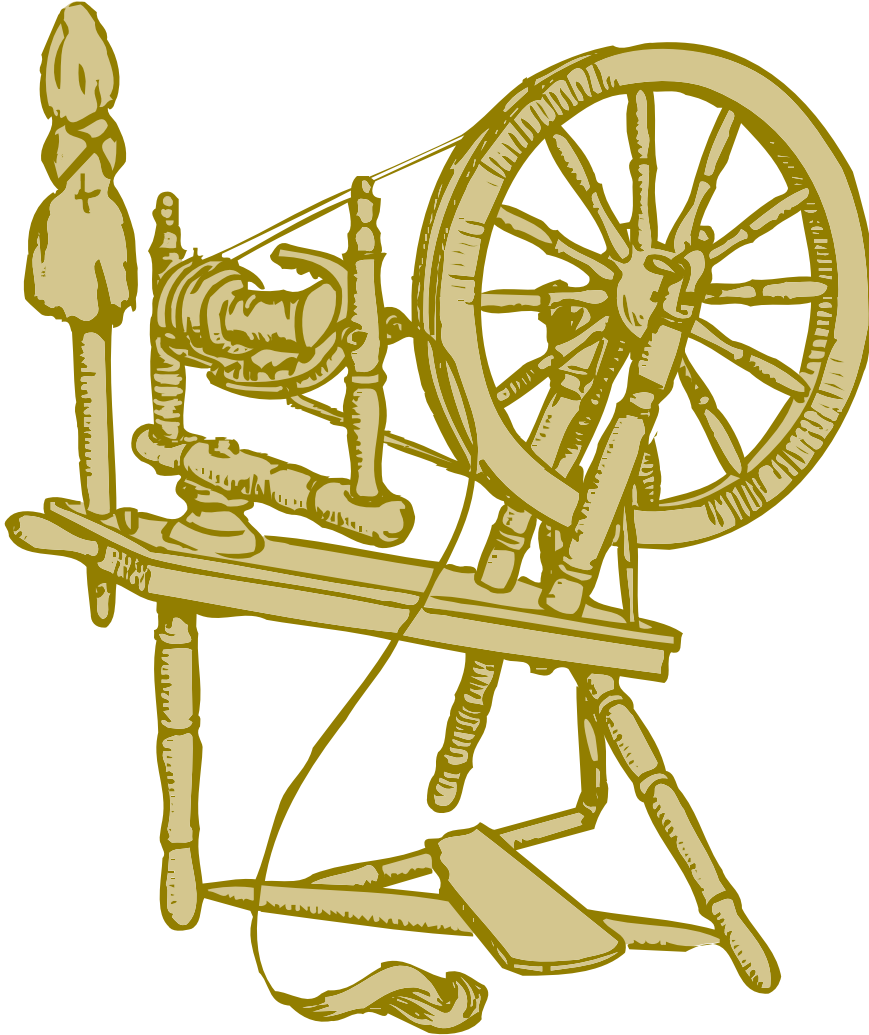
Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## **Customers with Disabilities**

This policy and associated documentation is also available in large print, audio and Braille. If you require any of these formats please contact Ian W Wallace Ltd, in the first instance.

# Craftsman Policy

## CRAFTSMAN Insurance Policy Wording



*Exclusively arranged by  
Ian W. Wallace Ltd*

**FREEPHONE 0800 919359**

