

Tools in Transit

Your Policy Terms and Conditions



Novas Insurance,
Station Road
Bristol, BS207TN

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Tools in Transit Policy

TOOLS IN TRANSIT POLICY WORDING

THE INSURER

This insurance is arranged by Supercover Insurance Ltd and underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Supercover Insurance Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

LANGUAGE AND LAW APPLYING TO THIS INSURANCE

This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, English law and the decisions of English courts will govern this insurance.

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the General Data Protection Regulation (GDPR), for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

INTRODUCTION

In return for the payment of **your** premium **we** will provide insurance for **your tools in transit** during the period of cover as stated in the schedule, subject to the terms, conditions and limitations shown below or as amended in writing by **us** and during the period of cover.

This insurance runs along with **your** motor insurance policy and if **your** motor insurance policy is cancelled / not renewed, all cover under this insurance will end.

DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in bold in this certificate.

Administrator – Supercover Insurance Ltd, Waterside House, 20 Riverside Way, Uxbridge, UB8 2YF.

Authorised Person(s) - **you** or one of **your** employees.

Commencement Date – the date on which **your** application for a policy was accepted

Motor vehicle – the commercial vehicle insured under the motor insurance policy including any attached trailer.

Period of Insurance - 12 months from the **Commencement Date** of this policy; or on the date on which **your** motor insurance policy expires or is cancelled; or on the date on which **you** cancel this policy; whichever is the sooner

Reasonable precautions – all measures that it would be reasonable to expect a person to take in the circumstances to prevent theft of **your tools in transit**.

Territorial Limit – Cover applies within the geographical limits of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

Tools in transit – portable tools, tool kits or test equipment connected with the business owned by or hired by **you**.

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

We, us, our – UK General Insurance Limited, on behalf of Great Lakes Insurance SE.

You, your, Insured – the person, who owns the **tools in transit** as stated on the application form.

WHAT WE WILL COVER

During the **Period of insurance**, **we** will provide cover in accordance with this document. Cover commences when the property is lifted by **you** or **your** employees immediately prior to loading and continues until the property is placed in position (excluding erection, dismantling or installation) by **you** or an **authorised person** at a destination including loading and unloading.

A. If **your tools in transit** are stolen, destroyed or damaged whilst in **your motor vehicle** **we** will replace them.

B. If **your tools in transit** are stolen, destroyed or damaged during loading or unloading from **your motor vehicle** **we** will replace them.

C. **We** will insure **your tools in transit** up to a maximum value which can be found in **your** Schedule of Insurance.

D. **We** will either provide replacement **tools in transit** in the event of a claim or may at **our** discretion financially reimburse **you** for the value of **your tools in transit**.

E. This cover is limited to two claims in any 12 month period.

CONDITIONS

1. Under Insurance

If, at the time of the incident giving rise to a claim under this insurance, the **tools in transit** being loaded upon, carried by, temporarily housed upon or being unloaded from the **motor vehicle** are valued in excess of the maximum sum **insured**, then **we** will only pay for loss or damage to the same proportion. For example, if the maximum sum **insured** only covers one third of the cost of replacing the **tools in transit**, **we** will only pay one third of the claim.

2. Motor vehicle Security Requirement

If the **motor vehicle** is **unattended** **we** will not accept any claim for theft unless:

- a) the **tools in transit** have been concealed in a locked boot or cargo hold or other locked internal compartment and all the vehicle windows and doors have been securely locked and fastened and the keys removed and unattached trailers have had anti-hitching devices put into operation. Any additional security measure must also be implemented.
- b) forcible and violent means have been used to gain access or entry to the **motor vehicle**. Evidence of which must be submitted with **your** claim.

3. Overnight Requirement

We will not accept any claim for theft of **your tools in transit** from **your motor vehicle** overnight (10pm to 6am) unless the security requirements above have been met and unless the **motor vehicle** is

- a) parked in an area secured by a locked gate
- b) parked in a locked and secure garage
- c) parked in **your** off road driveway next to **your** private home

If these conditions cannot be met then you must park your motor vehicle in a well-lit area, on the same street as your private home, and the motor vehicle must be clearly visible from the property in which you are residing that night.

If **you** cannot comply with the above conditions then **you** must remove **your tools in transit** from the vehicle overnight.

The overnight requirement shall not apply whilst **you** are undertaking work at a customer's premises between the hours of 10pm and 6am. The **unattended** vehicle requirement shall apply at all times whenever **your** vehicle is **unattended**.

WHAT WE WILL NOT COVER

1. An excess fee for each claim of £100.
2. **Your tools in transit** are not covered for theft or attempted theft from any **unattended motor vehicle**

where the **motor vehicle** has been left **unattended** and **you** have not checked the **motor vehicle** or **your tools in transit** for more than 48 hours.

3. Loss, theft or damage of any sheet ropes, packing materials, securing chains or toggles;
4. Loss, theft or damage caused by **you** deliberately damaging or neglecting the **tools in transit**;
5. Damage arising from wear & tear, depreciation, deterioration, mildew, moth, vermin, manufacturer and/or latent defects, mechanical or electrical breakdown, failure unless external damage has occurred.
6. Theft of laptops and/or mobile phones and/or any other mobile communications equipment.
7. Theft of any money, securities, jewellery or anything other than **your tools in transit**
8. Any expense incurred as a result of not being able to use the **tools in transit** or any loss other than the repair or replacement costs of the **tools in transit**.
9. **tools in transit** whilst being towed on its own wheels or being driven under its own power
10. War - any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
11. Terrorism - any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
12. Radiation – any direct or indirect consequence of:
 - a) Irradiation or contamination by nuclear material; or
 - b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - c) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
13. Sonic Boom
Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
14. Any loss or damage other than the cost of replacing the **tools in transit**, arising from theft or from any other cause whatsoever.
15. Liability of whatsoever nature arising from ownership or use of the **tools in transit**, including any illness or injury resulting from it.
16. Electronic data – any consequence, however caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, altered or otherwise corrupted, For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by

electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

17. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.
18. Any damage to the vehicle carrying the **tools in transit**

REPLACEMENT

This policy offers replacement only and is not a replacement as new policy. If the **tools in transit** cannot be replaced with identical **tools in transit** of the same age and condition, **we** will replace them with ones of comparable specification or the equivalent value taking into account the age and condition of the original **tools in transit**. **We** may, at **our** discretion financially reimburse **you** for the value of **your tools in transit**.

DEPRECIATION

Depreciation (Betterment) is the provision for the depreciation of **your tools in transit** over time. Betterment will be applied at 10 % per year from the end of a year. Depreciation will be capped at 50%.

CONDITIONS AND LIMITATIONS

1. Unless **we** have agreed otherwise with **you**, English law and the decisions of English courts will govern this insurance.
2. This insurance only covers **tools in transit** bought and used in the UK, the Isle of Man and the Channel Islands.
3. **You** must provide **us** with any receipts, documents or proof of purchase, that is reasonable for **us** to request or **we** may refuse to consider **your** claim
4. This insurance may only be altered, varied or its conditions altered or premium changed by one of **our** authorised officials, giving **you** 30 days' notice in writing.
5. In the event of any claim **you** are responsible for the payment of any outstanding premiums.
6. **You** cannot transfer the insurance to someone else or include any other **tools in transit** without **our** written permission.
7. **Reasonable precautions**
You shall:
 - i. only employ steady, reliable and competent drivers covered under a valid motor insurance policy issued by an FCA or Financial Regulator authorised insurer and must take all **Reasonable precautions** to prevent any loss or damage

- ii. take all **Reasonable precautions** to prevent any loss or damage when securing loads
 - iii. take all **Reasonable precautions** to maintain efficient all vehicles in a roadworthy condition
 - iv. take all **Reasonable precautions** to ensure that any vehicle is suitable for the purpose for which it is used.
 - v. maintain in force a valid motor insurance policy to cover any vehicle carrying **tools in transit**
8. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.

CANCELLATION

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to **your** agent within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

Thereafter **you** may cancel the insurance cover at any time by informing Supercover Insurance Ltd, Waterside House, 20 Riverside Way, Uxbridge, UB8 2YF however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- a) Where **we** reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of your application for cover under the policy
- b) to make sure that all information supplied as part of your application for cover is true and correct
- c) tell us of any changes to the answers you have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when you take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

CLAIMS PROCEDURE

You must:

- notify Supercover Insurance Ltd on 0203 794 9305 as soon as possible but in any event within 28 days of discovery of the any incident likely to give rise to a claim under this insurance;
- report the theft of any **tools in transit** to the Police within 48 hours of discovery and obtain a crime reference number in support of a theft claim;
- pay an excess fee of £100 for any claim before **your** claim can be approved;
- provide **us** with details of the claim and any other contract, guarantee, warranty or insurance that may apply to the theft including but not limited to household insurance. Where appropriate a rateable proportion of the claim may be recovered direct from these Insurers.
- provide a copy of the purchase or hire receipt for the items **you** are claiming for. Failure to provide a receipt for **your tools in transit** will result in **your** claim being refused.
- provide evidence of forced entry for claims relating to theft from vehicle.

To help **us** improve **our** service **we** may record or monitor telephone calls. UK General Insurance Ltd is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

WARNING

We will process **your** claim under the terms and conditions of this insurance based on the first reason notified to **us** for the claim. If **your** claim is not covered and **you** then submit a claim having changed the reason **we** consider this

as fraud. Details of all such cases will be passed to appropriate agencies for action.

In the event of fraud **we** reserve the right to refuse the claim and cancel the policy with no refund of premium.

FRAUD

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

COMPLAINTS

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the complaints procedure below:

Complaints regarding:

SALE OF THE POLICY

Please contact **your** agent who arranged the insurance on **your** behalf.

CLAIMS

The Customer Services Director
Supercover Insurance Limited
Waterside House, Riverside Way, Uxbridge, UB8 2YF
Tel: 0203 794 9305
Email: complaints@supercoverinsurance.com

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote the scheme reference.

If **your** complaint about **your** claim cannot be resolved by the end of the third working day, Supercover will pass it to:

Customer Relations Department,
UK General Insurance Limited,
Cast House,
Old Mill Business Park,
Gibraltar Island Road,
Leeds,
LS10 1RJ.
Tel: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are **insured** in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR.
Tel: 0300 123 9 123

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

COMPENSATION SCHEME

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

UK GENERAL INSURANCE LTD PRIVACY NOTICE

We are UK General Insurance Ltd, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is Z7739575.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK General's full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.



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Novas Insurance Services is an appointed representative of Cornish Insurance Consultants (Firm Reference Number 749945) who are authorised and regulated by the Financial Conduct Authority (309401).