

Tools in Transit Insurance Policy



About this policy

This insurance policy has been arranged by Rhino Trade Insurance Services in conjunction with Vantage Protect Ltd and is underwritten by UK General Insurance Limited 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.

Rhino Trade Insurance Services is a trading style of Vantage Protect Ltd. Vantage Protect 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. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. *You* can check *Our* details on the Financial Services Register <https://register.fca.org.uk/>.

This document and the schedule form a legally binding contract of insurance between *You* and Us. The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission.

In return for the payment of *Your* premium We will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by Us and during the *period of insurance*

Making a claim

To notify a claim call the claims department on 01455 852113 as soon as possible.

The address for claims correspondence is:

Ryan Direct Group Limited
Specialist Claims
PO BOX 1192
Doncaster
DN1 9PU

Email: specialistclaims@directgroup.co.uk

Definitions

The following words or phrases have the same meaning whenever they appear in italics in this document.

Computer Virus

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.

Consequential Loss

Any other costs that are directly or indirectly caused by the event which led to a claim unless specifically stated in this Policy.

Coverholder/Us/Our

Vantage Protect Ltd, who administer and manage this insurance on behalf of the *insurer*.

Electronic Data

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.

Employee

A person under a contract of service with the *Insured* and who is responsible for the *Insured Vehicle* and *Property* of the *Insured*.

Excess

The amount which shall be borne by the *insured* in respect of each and every claim arising out of any one event as shown on the Policy Schedule

Insured vehicle

The motor vehicle detailed on the Policy Schedule which is owned and operated or driven by the *insured*. The vehicle must be *insured* under a motor insurance policy issued by an authorised UK motor *insurer*, in respect of compulsory insurance requirements set out by the Road Traffic Act 1988 (and amendments).

Insurer

UK General Insurance Limited on behalf of Great Lakes Insurance SE. UK General Insurance Limited is an *insurers'* agent and in the matters of a claim act on behalf of Great Lakes Insurance SE.

Insured/Insured's/You/Your

The private individual, company, firm, partnership, or trading individual named on the Policy Schedule.

Period of Insurance

Twelve calendar months from the date of inception of this policy, as detailed on the Policy Schedule.

Money

Cash, bank notes, currency notes, cheques, bankers' drafts, postal orders, *money* orders, current postage stamps and revenue stamps, National Savings stamps and certificates, holiday saving stamps, luncheon vouchers, credit, Company sales vouchers, VAT, purchase invoices, prize bonds, bills of exchange, giro, cheques and drafts, gift tokens, trading stamps, unused units in franking machines, consumer redemption vouchers, credit cards and cash dispenser cards.

Property

Portable hand tools or portable power driven tools which are used or required during the course of *Your insured* business activities within the *Territorial Limits*.

Temporarily housed

Property not permanently stored within *Your* vehicle.

Territorial limits

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

Sum Insured

The maximum amount payable by the *insurer* in respect of any one claim and in aggregate for all claims made during any *period of insurance*, as shown on the Policy Schedule. For policies with a *sum insured* of more than £1,500, a single article limit of £1,500 per item will apply for each and every claim made.

This policy will cover

The *insurer* will by payment (or at the *insurer's* option by repair reinstatement or replacement) indemnify the *insured* (subject to evidence of purchase) if any part of the *insured's property* be lost, destroyed or damaged within the *territorial limits* during the *period of insurance*.

Property is *insured* only whilst being loaded in or upon, carried by, *temporarily housed* in or upon, or being unloaded from an *insured vehicle*.

The liability of the *insurer* in respect of any claim arising out of any one event shall not exceed the *sum insured*.

The *insured* must, at their own expense, take all reasonable precautions to prevent any loss, destruction or damage of *property* which may give rise to a claim against this policy.

This policy will not cover

The *insurer* shall not be liable for:

1. the *excess* which is payable by the *insured*;
2. loss of market, loss of profits, delay, or any *consequential loss*;
3. loss of sheets, ropes, packing materials, damaged securing chains or toggles;
4. *property* warehoused at a rental or under a contract for storage and distribution;
5. *money* and securities;
6. jewellery, watches, furs, cameras, radios, televisions, record players, cassette players, video and other electronic equipment;
7. personal belongings of the *insured* or of any vehicle drivers or attendants;
8. *property* carried by or dispatched by the *insured* for hire or reward;
9. damage to *property* arising as a result of packing which was inadequate to withstand normal handling during transit;
10. damage caused to *property* in open vehicles owned or operated by the *insured* caused by atmospheric or climatic conditions unless the *property* is protected by vehicle sheets;
11. damage to *property* caused by or arising from wear and tear, depreciation, deterioration, mildew, moth, vermin, manufacturer's

- defect, mechanical or electrical breakdown, failure or derangement unless external damage has occurred;
- 12. *property* forming part of or attaching to the *insured vehicle*;
- 13. claims where *You* have failed to check on *property* left in an unattended vehicle for more than 48 hours;
- 14. claims that arise from *Your* negligent act;
- 15. 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 or public or local authority;
- 16. any direct or indirect consequence of:
 - i. irradiation or contamination by nuclear material; or
 - ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - iii. any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter;
- 17. damage to *property* directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- 18. any consequence, howsoever caused, including but not limited to *Computer Virus* in *Electronic Data* being lost, destroyed, distorted, altered or otherwise corrupted;
- 19. any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

Claims conditions

1. *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.
2. On the discovery of any circumstance or event which may give rise to a claim under this policy the *insured* shall:
 - a) notify the *coverholder* by calling 01455 852113 as soon as possible.
 - b) give immediate notice to the police in respect of damage caused by malicious person or thieves if *insured* by this policy.
 - c) In the case of damage caused by riot or civil commotion, notice of such damage must be immediately notified to *Us* and no later than seven days from the occurrence. If *You* fail to notify *Us* of such damage within seven days of the riot or civil commotion which led to the damage occurring, then We reserve the right to refuse to pay *Your* claim.
 - d) Provide to the *insurer* at *Your* own expense:
 - i. full information in writing of the claim;
 - ii. details of any other insurance relating to the claim;
 - iii. all such proofs, information, explanation and other evidence (including the production of articles alleged to be damaged) as may be reasonably required; and
 - iv. if demanded - a statutory declaration of the truth of the claim and of any matter connected with it.
3. No claim under this policy shall be payable unless the terms of Claims Condition 2 have been complied with.
4. The *insured* shall at the *insurer's* request and expense, 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 the *insurer* paying for or making good any loss under this policy, whether such acts and things shall be or become necessary or required before or after the *insurer* indemnifies the *insured*.
5. If at the time of any claim there is any other insurance covering the *insured's* interests in the *property* the *insurer's* liability under this policy shall be limited to any *excess* over the sum recoverable or which but for the existence of this policy would be recoverable under such insurance.
6. Any difference under this policy shall be referred to arbitration in accordance with the statutory provisions currently in force and the making of an award shall be a condition precedent to any right of action against the *insurer*. Any claim for which the *insurer* has disclaimed liability shall for all purposes be deemed to have been abandoned and not recovered thereafter unless referred to arbitration under these provisions within one year from the date of such disclaimer.

General conditions

1. Vehicle security requirements

Unattended vehicle: No claim will be admitted for theft from any vehicle not individually attended unless:

- a) all doors, windows and other openings are left closed, securely locked and properly fastened and any additional security measures (e.g. vehicle alarm, where present) have been activated; and,
- b) entry or access to the vehicle has been affected by forcible and violent means.

You must carry out a security check of the unattended vehicle every 48 hours whilst *property* is contained within it. If *You* are unable to check the vehicle every 48 hours *You* must remove the *property* from the vehicle.

Overnight requirement (applicable between the hours of 10:00pm and 6:00am): No claim will be admitted for theft in respect of *property* left in or on any unattended vehicle for the night, except where such vehicle is protected in accordance with any other vehicle security requirements specified herein and is; either garaged in a building which is securely closed and locked or parked in a compound secured by locked gates, or if the vehicle is alarmed and is parked on the *insured's* driveway off-road adjacent to the private house, or parked on the driveway off-road adjacent to the private house of an *Employee* of the *Insured*.

The overnight requirement shall not apply whilst *You* are undertaking work at a customer's premises between the hours of 10:00pm and 6:00am. The unattended vehicle requirement shall apply at all times whenever *Your* vehicle is unattended.

2. Assignment

This Policy is between and binding upon the *insurer* and the *insured* and their respective successors in title, however, the Policy may not be otherwise assigned by the *insured* without prior written consent.

3. Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which *Your* main residence is situated.

Changes to Your circumstances

You must take reasonable 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.

If *You* become aware that information *You* have given us is inaccurate or has changed, *You* must inform us as soon as possible.

Cancellation

If *You* decide that for any reason, this Policy does not meet *Your* insurance needs then please return it to Vantage Protect Ltd 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 Vantage Protect Ltd 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.

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.

Where *Our* investigations provide evidence of fraud or misrepresentation, We may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when *You* provided *Your* administrator / *Your* agent with incomplete or inaccurate information. This may result in *Your* policy being cancelled from the date *You* originally took it out and We will be entitled to keep the premium.

If *Your* policy is cancelled because of fraud or misrepresentation, this may affect *Your* eligibility for insurance with *Us*, as well as other *insurers*, in the future.

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:

1. Complaints regarding the sale of the policy:

Please contact *Your* agent who arranged the Insurance on *Your* behalf.

2. Complaints regarding claims:

Please contact in the first instance:

The Nominated Complaints Handler
Customer Relations
PO BOX 1193
Doncaster
DN1 9PW

Tel: 0344 893 1022

Email: customer.relations@directgroup.co.uk

If *Your* complaint in either case cannot be resolved by the end of the third working day it may be referred to the underwriters of this policy UK General Insurance Limited on behalf of Great Lakes Insurance SE at Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ, email: customerrelations@ukgeneral.co.uk. Tel 0345 218 2658

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 or 0800 023 4 567

Email: complaint.info@financial-ombudsman.org.uk

Website: <http://www.financial-ombudsman.org.uk/>

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.

If *You* have purchased the insurance policy online, *You* may also raise *Your* complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward *Your* complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling *Your* complaint than if *You* contact the Financial Ombudsman Service directly.

Financial Services 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 Great Lakes Insurance SE cannot meet its 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 by visiting www.fscs.org.uk or call *Us* on 0800 678 1100 or 020 7741 4100.

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.