

Tools in Transit Insurance Policy



About this policy

This insurance policy has been arranged by Rhino Trade Insurance Services in conjunction with Qdos Broker & Underwriting Services Limited and is underwritten by UK General Insurance Limited on behalf of:

Great Lakes Reinsurance (UK) SE, Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Qdos Broker & Underwriting Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Rhino Trade Insurance Services is a trading style of Vantage Protect Limited, which is an appointed representative of Qdos Broker & Underwriting Services Ltd.

Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by contacting them on 0800 111 6768.

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.

The insurance provided by this document covers loss or damage that occurs during the **period of insurance** for which **you** have paid or agreed to pay the premium. The insurance is provided under the terms and conditions contained in this document.

Making a claim

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

Our address for claims correspondence is:

Claims Department
Qdos Broker & Underwriting Services Limited
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA

Email: claims@qdosunderwriting.com

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 including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus** includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

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

Qdos Broker & Underwriting Services Limited, who administer and manage this insurance on behalf of the **insurer**.

Electronic Data

Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

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 Reinsurance (UK) SE. UK General Insurance Limited is an *insurers'* agent and in the matters of a claim act on behalf of Great Lakes Reinsurance (UK) 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 loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to **property** by or under the order of any government or public or local authority;
16. any loss, liability, cost or expense, or any other amount incurred by or accruing to the **insured**, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:
 - 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 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. Electronic Data Exclusion:
 - a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
 - b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to **property insured** by this Policy directly caused by such listed peril.
Listed Perils Fire, Explosion;
19. any loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
 - i) involves violence against one or more persons; or
 - ii) involves damage to **property**; or
 - iii) endangers life other than that of the person committing the action; or
 - iv) creates a risk to health or safety of the public or a section of the public; or
 - v) is designed to interfere with or to disrupt an electronic system.

This Policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism. Notwithstanding the above and subject otherwise to the terms, conditions, and limitations, this Policy will pay actual loss or damage (but not related cost or expense) caused by any act of terrorism provided such act is not directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, radioactive, or nuclear pollution or contamination or explosion

Claims conditions

1. If a claim is in any respect fraudulent or if any fraudulent means or devices are used by the **insured** or anyone acting on their behalf to obtain any benefit under this Policy or if any damage is occasioned by the willful act or with the connivance of the **insured**, then the policy shall become void and any premiums paid hereunder shall be forfeited and the **insurer** reserves the right to recover any monies previously paid. We may also share this information with the appropriate law enforcement 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.

Cancellation

If **You** decide that for any reason that this policy does not meet **Your** insurance needs, then please return it to Rhino Trade Insurance Services within 14 days from the day of purchase or on the day **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. If **You** wish to cancel **your** policy after 14 days **You** will not be entitled to a refund.

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 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) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

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
Qdos Broker & Underwriting Services Limited
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA

Tel: 01455 852050
Email: feedback@qdosunderwriting.com

If **Your** complaint in either case cannot be resolved by the end of the next working day it may be referred to the underwriters of this policy UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) 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.

Financial Services Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the unlikely event that Great Lakes Reinsurance (UK) SE cannot meet its financial responsibilities. The FSCS will meet 90% of **your** claim, without any upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

Data Protection Act 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.