

TOOLS IN TRANSIT POLICY WORDING

This insurance is underwritten by **Astrenska Insurance Limited**. Registered in England No. **1708613**. Registered office: Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. **Astrenska Insurance Limited** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA number **202846**.

IMPORTANT INFORMATION

We have not provided **you** with a personal recommendation as to whether this product is suitable for **your** needs so **you** must decide yourself whether it is or not. **You** have made a decision based on the information made available to **you**.

This policy meets the demands and needs of those who wish to insure against the cost of replacement tools in the event of theft, destruction or damage whilst in their **motor vehicle** or in the process of loading or unloading from their **motor vehicle**.

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 **your** Schedule of Insurance, 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 the **motor insurance policy** that covers **your motor vehicle** and if **your motor insurance policy** is cancelled or expires, 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.

Authorised person(s) - **you** or **your** employees.

Commencement date – the later of the date on which **your** application for a policy was accepted or the date **you** chose to start the policy.

Claims administrators – Davies Group

Depreciation - the provision for the reduction in value of **your tools in transit** over time. This will be applied at 10% per year for each full year **you** have owned any item **you** make a claim for under this policy. For example, an item which **you** have owned for three full years will be valued at 30% less than the original purchase price. The maximum depreciation **we** will apply to any item is 50%.

Motor insurance policy – the **motor insurance policy** which covers **your motor vehicle** and which **you** bought this policy with.

Motor vehicle – the commercial vehicle, shown on **your schedule of insurance**, which is insured under the **motor insurance policy** including any attached trailer.

Period of insurance – The period from the **commencement date** of this policy until the earliest of:

- 12 months from the **commencement date**;
- The date on which **your** motor insurance policy expires or is cancelled; or
- The date on which **you** cancel this policy.

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**.

Sum Insured – the maximum level of cover **we** will provide under this policy as shown on **your** Schedule of Insurance.

Territorial limits – Cover applies within the geographical limits of the United Kingdom, 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**. Fixtures or attachments to **your motor vehicle** are not covered under this policy.

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

We, us, our – Astrenska Insurance Limited.

You, your, insured – the person named on the **schedule of insurance** who owns the **motor vehicle** and **tools in transit**.

WHAT WE WILL COVER

Cover commences when the **tools in transit** are lifted by **you** or an **authorised person(s)** immediately prior to loading onto **your motor vehicle** and continues until it is placed in position (excluding erection, dismantling or installation) by **you** or an **authorised person(s)** 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 financially reimburse you their value less **depreciation** or replace them.

B. If **your tools in transit** are stolen, destroyed or damaged during loading or unloading from **your motor vehicle** **we** will financially reimburse you their value less **depreciation** or replace them.

C. **We** will insure **your tools in transit** up to the **sum insured** which can be found on **your** Schedule of Insurance.

D. In the event of an accepted claim, **we** will either financially reimburse **you** for the value of **your tools in transit**, less **depreciation**, or provide replacement **tools in transit** at **our** discretion.

E. This cover is limited to two claims in any **period of insurance** and the total amount **we** will pay for any claims in any one **period of insurance** will not exceed the **sum insured**.

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 **sum insured**, then **we** will only pay for loss or damage to the insured proportion. For example, if the **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 **your motor vehicle's** 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 this must be submitted with **your** claim.

3. Overnight Requirement

Between the hours of 10pm and 6am, unless **you** are undertaking work at a customer's premises and **your motor vehicle** is parked outside those premises, **your motor vehicle** must be:

- a) parked in an area secured by a locked gate, or
- b) parked in a locked and secure garage, or
- 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 and clearly visible from the property in which **you** are residing that night.

If **you** do not comply with the above conditions then **we** will not accept any claim for **your tools in transit** and **you** must remove **your tools in transit** from **your motor vehicle** overnight.

WHAT WE WILL NOT COVER

1. An excess for each claim which is determined by the **sum insured** on **your schedule of insurance**. The excess that shall apply is shown below:

Sum insured	Excess
Up to £1,000	£150
£1,001 - £5,000	£250
£5,001 - £10,000	£300

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** in it 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. Loss or damage caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material
11. Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup, or the actions of any lawful government or public or local authority.
12. Sonic Boom - damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
13. Any loss or damage other than the cost of replacing the **tools in transit**, arising from theft or from any other cause whatsoever.

14. Liability of whatsoever nature arising from ownership or use of the **tools in transit**, including any illness or injury resulting from it.
15. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.
16. Any damage to the **motor vehicle** carrying the **tools in transit**.

REPLACEMENT

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

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 within the **territorial limits**.
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 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 **your motor vehicle** in a roadworthy condition;
 - iv. take all **reasonable precautions** to ensure that **your motor vehicle** is suitable for the purpose for which it is used.
 - v. maintain in force a valid motor insurance policy to cover **your motor 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.
9. **We** shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **we** transact business.

CANCELLATION

Your right to change your mind (withdrawal period)

You may cancel this insurance, without giving reason, by returning it to your agent within 14 days of it starting, or (if later) within 14 days of **you** receiving the insurance documents if you are a new customer or 14 days from the renewal date if you are an existing customer.

You will receive a full refund of all premium paid provided that no claim has been paid by **us** and **you** do not intend to make a claim under this insurance.

Cancellation by you after the withdrawal period

If **you** wish to cancel **your** insurance after the initial 14 day withdrawal period **you** can do so by contacting your agent however no refund of premium will be made.

Cancellation by us

We may cancel **your** insurance by giving **you** 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

If **we** cancel **your** insurance **we** will refund the premium relating to the remaining period of insurance on a proportionate basis.

FAIR PRESENTATION OF RISK

You must make a fair presentation of the risk which **you** wish to insure with **us**. This condition applies before both the start and renewal of **your** policy, and also if any changes are required during the period of insurance. If **you** do not make a fair presentation **we** may take the following action:

1. If the failure was deliberate or reckless:

we can treat your policy as if it never existed and keep the premium;

or

2. If the failure was not deliberate or reckless and

a) **we** would not have provided cover had **you** made a fair presentation:

we can treat your policy as if it never existed and return your premium;

or

b) **we** would have issued cover on different terms had you made a fair presentation:

we can reduce any claims payment by the proportion that the correct premium had been underpaid and/or apply any additional terms that **we** would have imposed had you made a fair presentation of the risk

These entitlements will apply either from the start of the policy, the date of variation, or from the date of renewal, depending on the nature and timing of the misrepresentation.

CHANGES IN RISK

You must tell us straight away if anything **you** have already told **us** changes or if there is any new information that increases the risk of any loss insured under **your** policy.

We do not have to accept any request to make changes to **your** policy and **your** policy will come to an end from the date of the change unless **we** agree in writing to accept an alteration. If **we** accept any alteration to **your** policy, an increase in the premium or different terms or conditions of cover may be required by **us**.

CLAIMS PROCEDURE

You must:

- notify the **claims administrators** on 0344 856 2275 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 the excess 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 **your motor vehicle**.

To help **us** improve **our** service **we** may record or monitor telephone calls.

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

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 in the first instance contact The Customer Services Director. The contact details are:

Customer Relations,
Davies Group,
Unit 8,
Caxton Road,
Fulwood,
Preston
PR2 9NZ

Email: toolsclaims@davies-group.com

Telephone: 0344 856 2275

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

Every effort will be made to resolve **your** complaint by the end of the third working day after receipt. If they cannot resolve your complaint within this timeframe they will acknowledge **your** complaint within 5 days of receipt and will do their best to resolve the problem within four weeks by sending **you** a final response letter.

If they are unable to resolve your complaint in this time they will write to advise **you** of progress and will endeavour to resolve **your** complaint within the following four weeks.

If they are still unable to provide **you** with a final response at this stage, they will write to **you** explaining why and advise when **you** can expect a final response. At this point **you** may refer **your** complaint to The Financial Ombudsman Service at the following address:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange
London
E14 9SR
www.financial-ombudsman.org.uk

You have the right to refer **your** complaint to the Financial Ombudsman, free of charge within six months of the date of **your** final response letter. Whilst **we** and **our** UK service providers are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure above does not affect **your** right to take legal action.

COMPENSATION SCHEME

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from this scheme if **We** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.

HOW WE USE THE INFORMATION ABOUT YOU

As a data controller, **we** collect and process information about **you** so that **we** can provide **you** with the products and services **you** have requested. **We** also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for **us** to:

- Meet our contractual obligations to **you**;
- issue **you** this insurance policy;
- deal with any claims or requests for assistance that **you** may have

- service **your** policy (including claims and policy administration, payments and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators and claims management organisations where they provide administration and management support on **our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **we** will have strict contractual terms in place to make sure that **your** information remains safe and secure.

We will not share **your** information with anyone else unless **you** agree to this, or **we** are required to do this by **our** regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information **we** have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by **us** and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting www.cifas.org.uk/fpn and www.insurancefraudbureau.org/privacy-policy

PROCESSING YOUR DATA

Your data will generally be processed on the basis that it is: necessary for the performance of the contract that **we** have with **you**;

□ is in the public or **your** vital interest; or

□ for **our** legitimate business interests.

If **we** are not able to rely on the above, **we** will ask for **your** consent to process **your** data.

HOW WE STORE AND PROTECT YOUR INFORMATION

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process **your** personal information during the period of insurance and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

We also have security measures in place in **our** offices to protect the information that **you** have given **us**.

HOW YOU CAN ACCESS YOUR INFORMATION CORRECT ANYTHING WHICH IS WRONG

You have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of **your** personal information please contact **us** by email or letter as shown below:

Email address: data.protection@collinsongroup.com

Postal Address: Sussex House, Perrymount Road, Haywards Heath, Sussex RH16 1DN

This will normally be provided free of charge, but in some circumstances, **we** may either make a reasonable charge for this service, or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

We want to make sure that **your** personal information is accurate and up to date. **You** may ask **us** to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact **our** Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>

FINANCIAL CRIME POLICY STATEMENT

We will not provide any cover or be liable to provide any payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the Period of Insurance, **We** may cancel this policy immediately by recorded delivery letter to the correspondence address shown on the Certificate of Insurance. Please note that **You** will not be entitled to a pro-rata refund of premium under these circumstances.