

TOOLS IN TRANSIT POLICY WORDING

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West Bay Insurance PLC is a member of the Association of British Insurers.

All Supercover claims are processed by Davies Managed Systems, Registered Company Number 3452116. Registered in England and Wales. A member of the Davies Group Ltd, Registered Company Number 06479822. Registered Address Suite 2/2, Second Floor, London Underwriting Centre, 3 Minster Court, Mincing Lane, London, EC3R 7DD.

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 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.

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 limits – 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 – West Bay Insurance PLC

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. We will insure **your tools in transit** up to a maximum value of £2000.

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

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

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 £2000, then **we** will only pay for loss or damage to the same proportion. For example, if £2000 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 visible from **your** private home.

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 motor vehicle security requirement 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 £250.
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. 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 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.

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 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

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.

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 **your** agent 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 Davies Group Limited on **0203 794 9305** or by emailing Toolclaims@davies-group.com 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 £250 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.

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

Davies Group
PO Box 1291
Preston
PR2 0QJ

Tel: 0203 794 9300

Email: toolcomplaints@davies-group.com

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

What you should know

You may go directly to the Financial Ombudsman Service when **you** first make **your** complaint, but the Ombudsman will only review your complaint at this stage with **our** consent. However, **we** are still required to follow the procedure stated above.

If **you** have received a final response but are dissatisfied, **you** have the right of referral to the Financial Ombudsman Service within six months of the date of **your** final response letter. **You** may only refer to the Ombudsman beyond this time limit if **we** have provided **our** consent.

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 YOUR INFORMATION

Introduction

We believe in keeping your information safe and secure. Full details of what data we collect and how we use it can be found in our privacy policy which you can access via www.gadget-cover.com or by requesting a copy from our Data Protection Officer (contact details below).

This section provides you with some basic information and explains:

- What we do with your information
- How we may check the information you have provided to us against other sources such as databases
- Who we share your information with, and
- How we may use your information.

We are governed by the Data Protection legislation applicable in the United Kingdom.

How we may collect your information

We may collect details about you from:

- Information you give to brokers
- Information you give us in online forms and other forms
- Other sources such as Google Earth and social media
- Third parties and other sources
- Telematics systems.

What information we may collect about you

We collect details including details about your health, personal circumstances, claims history, credit history, motoring history and other relevant details. We may collect information on you from databases such as the electoral roll and county court judgment records.

How we may share your information

In order to provide our services to you, we may share your information with other insurance companies, solicitors, regulators, business partners and suppliers. We may also have a legal obligation to provide your information, in certain circumstances, with regulators, police and other public bodies.

Information you supply may be used for the purposes of insurance administration by us and third parties. These third parties may share your information with their own agents.

How we may use your information

We may use your information for a number of purposes. These include:

- Providing you with our services
- Dealing with your claim
- Carrying out checks such as fraud checks and credit checks
- Providing you with information about our products and services

We give details about some of these processes below.

Providing you with details on our Products and Services

Where you have given us your consent to do so, we will send you information about products and services of ours and other companies in our Group which may be of interest to you. We may contact you by telephone, letter or email (as you have indicated). You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other members of the Group. If you no longer wish to be contacted for marketing purposes then please contact our Data Protection Officer (contact details below).

Fraud Prevention and Detection

We carry out fraud checks on our customers. We do this in order to prevent fraud and also to help us make decisions about the provision, pricing and administration of insurance. When carrying out these checks, we will search against fraud detection databases. We may pass details about you to some of these databases. Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

Claims History

We may process data relating to your claims history for the purposes of assessing any claim you may make.

The aim is to help us to check information provided and also to prevent fraudulent claims. When you tell us about an incident we will pass information relating to it to these databases. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal.

Credit Searches and Accounting

In assessing an application for insurance or policy renewal, we may search files made available to us by credit reference agencies. They keep a record of that search.

Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

Transfers

Sometimes your information may be transferred outside the European Economic Area by us, by the organisations with whom we share your information or by the servants and agents of these organisations. If we do this we will ensure that anyone to whom we pass it provides an adequate level of protection.

Your Rights as a Data Subject

Under Data Protection Laws you have certain rights; these include for example, a right to understand what data we hold on you and a right to ask us to amend that data if it is incorrect. If you would like to exercise any of your rights please contact our Data Protection Officer (contact details below).

Data Protection Officer

If you have any questions about how we use your data, or to exercise any of your data rights please contact our Data Protection Officer at:

Data Protection Officer
Supercover Insurance Limited
45 Westerham Road
Bessels Green
Sevenoaks
Kent
TN13 2QB

Email: dataprotection@markerstudy.com