



Tool Cover

Policy Wording

Tool Cover Policy Wording

Please keep this policy wording, together with **your policy schedule**, in a safe place so **you** can read it again if **you** need to.

This tool cover policy will run concurrently with **your motor insurance policy** for a maximum of 12 months. If **you** arranged this policy after the start date of **your motor insurance policy** cover will be provided from the date **you** bought it and will end on the expiry date of **your motor insurance policy** as detailed on **your policy schedule**.

Who is your insurer?

This insurance is arranged by URIS Group Limited and underwritten by UK General Insurance Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at https://register.fca.org.uk.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

Certification of cover

This policy wording combined with **your policy schedule** certifies that this insurance has been effected between **you** and **us**. In return for payment of the premium **we** agree to insure **you** in accordance with the terms and conditions contained in and endorsed on these documents.

Important

Please keep this policy wording, together with **your policy schedule**, in a safe place so **you** can read it again if **you** need to. **You** can only take out this insurance if **you** have bought a **motor insurance policy** with **your** broker. If **your motor insurance policy** is cancelled for any reason, this policy will also be cancelled.

Who administers your policy?

We have appointed URIS Group Limited to administer **your** policy, and Davies Group Limited to handle claims. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332.

Language

You will notice that some words throughout this document are shown in bold type. These words are listed and defined in the 'Definitions' section at the end of this document.

Please contact **your** broker if **you** would like a copy of these terms and conditions in another format such as in large print, braille or audio file.

Please check that the information contained in this policy meets **your** requirements. If it does not, please contact **your** insurance broker who arranged this insurance for **you**.

What does the policy cover and what will it pay out?

Events

During the **period of insurance** and within the **territorial limits**, the policy will cover **you** if **your property** is stolen, lost or damaged whilst being loaded upon, carried by, temporarily housed within, or being unloaded from the **insured vehicle**.

Benefits

At **our** option and up to the amount of the **sum insured**, **we** will replace, or pay the cost of replacing, the item of **property** claimed for with a similar article of like kind, functionality and quality.

The maximum payable for the total of all claims made under this policy during the **period of insurance** is the **sum insured**.

Proof of purchase will be required at point of claim.

What is not covered?

The policy will not pay out for the following:

- The **excess**;
- Damage or loss where the **insured vehicle** is left **unattended** or unchecked for a period exceeding 48 hours;
- Loss of market, loss of profits, delay, or any **indirect loss**;
- Damage or loss of money, credit cards, securities and documents of any kinds;
- Damage or loss of personal effects belonging to **you, your employees** or any member of **your** household;
- Damage or loss of **electronic equipment**;
- Damage or loss of sheets, ropes, packing materials, damaged securing chains or toggles;
- **Property** carried by or dispatched by the **insured** for hire or reward;
- Loss or damage to **property** arising as a result of packing which was inadequate to withstand normal handling during transit;
- Loss or damage caused to **property** in an open **insured vehicle**, caused by atmospheric or climatic conditions unless the **property** is protected by tarpaulins or similar covers;
- 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;
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation;
- Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;
- Any consequence, howsoever caused, including but not limited to **computer virus** in **electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted.
- Infections or Contagious Disease
Notwithstanding any other provision herein, **your** policy does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:
 - (a) Infectious or contagious disease;
 - (b) Any fear or threat of (a) above; or
 - (c) Any action taken to minimise or prevent the impact of (a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

Important Policy Conditions

Vehicle Security Requirements

Unattended vehicle

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

- All doors, windows and other openings are closed and securely locked with any additional security measures having been activated; and
- There is visible evidence of forcible and/or violent means which have been used to access the **insured vehicle**.

Overnight Parking Requirement (applies between the hours of 10:00pm to 6:00am inclusive)

No claim will be admitted for theft in respect of **property** left in or on any **unattended insured vehicle** for the night except where the **insured 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 **insured vehicle** is alarmed and is parked on **your** off-road driveway adjacent to **your** private house.

If **you** cannot adhere to these conditions, **you** must park the **insured vehicle**:

- In a well-lit area;
- On the same street; and
- Clearly visible from the address in which **you** are residing that night.

If **you** cannot comply with the above conditions then **you** must remove **your property** from the **insured vehicle** overnight.

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**.

Conditions and limitations

The following conditions apply to **your** policy:

Consumer Insurance (Disclosure and Representations) Act 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all questions and to make sure that all information supplied to **us** is true and correct. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** answers may mean that **your** policy is invalid and that it does not operate in the event of a claim.

You must contact **your** broker immediately in the event that there is a change to **your** circumstances, as follows:

- i) **You** change **your** address;
- ii) **You** are convicted of a criminal offence or receive a police caution;
- iii) **You** have insurance refused, declined, cancelled or terms applied by another insurance provider.

Transferring your interest in the policy

You cannot transfer **your** interest in the policy to anyone else.

Existing and deliberate damage

Cover only applies to events that happen during the **period of insurance**. Any event caused by anything that occurred before the **period of insurance** will not be covered. Also loss or damage caused deliberately by **you**, **your employees** or any member of **your** household will not be covered.

Matching items

Cover does NOT include the cost of any undamaged items that may be part of a set, or match, the damaged item.

Loss of value

This is NOT a 'new for old' policy. Depreciation or loss in value of **property** is not covered.

Wear and tear, maintenance and gradually operating causes

Cover is restricted to sudden failure of parts, so gradual deterioration caused by wear and tear, or by environmental factors such as rust, mildew or corrosion, is not covered.

The cover does not extend to damage caused by maintenance or cleaning of any kind.

Property more specifically insured

Cover is not provided if the claim event is more specifically insured by another policy.

How to make a claim

If **you** want to make a claim on the policy please read this policy wording to check that the cause of the claims is covered and then follow the instructions below:

Online

Visit the **administrator's** website at www.urisgroup.co.uk/tool-transit-claim-form and download a claim form which will provide details of the information required.

By telephone

Contact the **administrator** on 0330 102 6055.

They will provide **you** a claim form including list of the documents or evidence that is required e.g. proof of purchase paid.

Please send all completed claims forms and documentation to Niche Claims, PO Box 1392, Preston, PR2 0XE.

UK General Insurance Ltd are an insurers agent and in the matters of a claim act on behalf of Watford Insurance Company Europe Limited.

Claims conditions

Please note that the following conditions apply to **your** claim and **we** may cancel the policy, refuse to deal with **your** claim, or reduce the amount of the claims payment if **you** ignore them.

Process

In the event of any incident which may give rise to a claim, **you** must follow the claims procedure detailed in this policy, and **you** must give the **administrator**, at **your** own expense, all the information **we** or they ask for about the claim e.g. invoices and receipts.

In the event of a theft, **you** must report the incident to the police as soon as possible and obtain a crime reference number.

You will be required, to provide proof of purchase in support of **your** claim. Till receipts, internet order confirmation or similar documentation provided at the point of sale that includes details of the item(s) purchased by **you** will be acceptable as proof

If **you** submit a valid claim and **you** receive a settlement from **us**, **we** may take possession of the items claimed for and dispose of them. If **we** choose not to take possession of the items, **we** will not be responsible for any disposal charges that **you** incur.

We have the right, at our expense and in **your** name to:

- Take over the defence or settlement of any claim against **you**;
- Start legal action to get compensation from anyone else; and/or
- Start legal action to get back from anyone else any payments that have already been made.

Cancelling your policy

If **you** decide that for any reason, this policy does not meet **your** insurance needs **you** have the right to cancel it at any time by contacting **your** insurance broker.

If the policy is cancelled for any reason within the first 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later ('cooling off period'), **you** will be entitled to a full refund of the premium as long as **you** have not made a claim and do not intend to make a claim on the policy.

If the policy is cancelled for any reason after the first 14 days no refund of premium will be payable.

Insurer's right to cancel

This policy runs concurrently with **your motor insurance policy**. If **your motor insurance policy** is cancelled for any reason this policy will also be cancelled by **us**.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel **your** policy, but only if there is a valid reason for doing so. Valid reasons include (but are not limited to):

- Fraud;
- If **you** refuse to allow **us** reasonable access to **your** property/vehicle etc in order to provide the services **you** have requested under this policy or if **you** fail to co-operate with our representatives;
- Non-payment of premium;
- Threatening and abusive behaviour;
- If **you** otherwise cease to comply with the terms and conditions of this policy.

Where we have cancelled your policy after the 14 day cooling off period then no refund of premium will be payable.

Customer service and complaints

Questions or complaints about the sale of your policy

If **you** have a question or concern about, or **you** wish to make a complaint about, how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please in the first instance contact **your** insurance broker who arranged this insurance for **you**.

If **you** remain dissatisfied **you** may refer the matter directly to the Financial Ombudsman Service (contact details are given below).

Questions or complaints about your policy or the handling of your claim

If **you** have any questions or concerns about the handling of a claim, **you** should contact the **administrators** at:

Niche Claims
PO Box 1392
Preston
PR2 0XE

Email: specialistclaims@davies-group.com.

Telephone: 0330 102 6055 (all calls are recorded for training, compliance, claims and counter fraud purposes).

All calls are recorded for training, compliance, claims and counter fraud purposes. Please ensure **your** claim number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service.

You may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

From a landline: 0800 023 4567 from a mobile: 0300 123 9123.

E-mail: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk.

URIS/BS/TIT/1019

Further details will be provided at the appropriate stage of the complaints process. None of the above affects **your** statutory rights.

ONLINE DISPUTE RESOLUTION PORTAL

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the 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.

Legal and regulatory information

Premiums and claims – your rights

Please note that once **you** have paid **your** premium to the insurance broker, **we** treat it as having been received by **us**.

Law

This policy is governed by the laws of England and Wales

Fraudulent Claims

If **you** make any request for a payment under this policy knowing it to be fraudulent or false in any respect or ought reasonably in the circumstances to have known it to be fraudulent or false, this policy shall become void and any premiums paid hereunder shall be forfeited and **we** shall be entitled to recover any monies previously paid.

In the event that **we** suspect that any claim is fraudulent or false or **we** suspect there is any collusion between any parties, **we** may contact and access information held by the Insurance Fraud Bureau or other fraud prevention agencies to determine if fraud has been reported before, if this has been investigated and if fraud was detected. If the Insurance Fraud Bureau confirm that **you** have been involved in insurance fraud, this policy shall become void and any premiums paid hereunder shall be forfeited and **we** shall be entitled to recover any monies previously paid.

UK General 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-policy> 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.

Watford Insurance Company Europe Limited Information Notice

Personal Data provided in connection with this policy will be used and processed in line with the Privacy Policy. A copy of this is available at <https://www.watfordre.com/privacy-policy/>

Financial Services Compensation Scheme

If Watford Insurance Company Europe Limited cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about the compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

Definitions

Certain words throughout this document are defined words and are shown in **bold**. These are listed and defined below.

Administrator

URIS Group Limited at Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332. Davies Group Limited handle claims on behalf of the **insurer**.

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.

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.

Electronic equipment

Computers, mobile phones, TV's, radios, sound systems and any other similar electrical equipment and accessories.

Employees

Any person under a contract of service with **you**, or any self-employed individual providing **you** with labour only, or any person hired to or borrowed by **you**.

Excess

£100 being the amount **you** are required to pay in respect of each and every claim arising out of any one event.

Indirect loss

Any loss or cost that is not directly caused by the event that led to **your** claim. For example, any loss of earnings resulting from damage to the **property**.

Insured vehicle

The vehicle listed in and insured under the **motor insurance policy**, as detailed on **your policy schedule**.

Motor insurance policy

The **motor insurance policy** that has been issued to **you** for the **insured vehicle**.

Period of insurance

This policy will run concurrently with **your motor insurance policy** for a maximum of 12 months. If **you** arranged this policy after the start date of **your motor insurance policy**, cover will be provided from the date **you** bought it and will end on the expiry date of **your motor insurance policy** as detailed on **your policy schedule**.

Policy schedule

The document which forms part of the **motor insurance policy** contract alongside which **you** bought this policy. It contains **your** name and address and details of the **insured vehicle**.

Property

Tools, machinery, personal protective equipment, spare parts and/or similar items owned by **you** or for which **you** are responsible and which **you** are responsible and which will be used by **you** for the purposes of **your** business but excluding **electronic equipment**, and any fixtures, fittings and equipment forming part of or attaching to the **insured vehicle**.

Sum insured

£2,500 or £5,000 (depending on the premium paid as detailed in **your** welcome pack) being the maximum amount payable by **us** in respect of any one claim and in aggregate for all claims made during any **period of insurance**.

Territorial limits

Unless stated otherwise this policy only provides cover within the **United Kingdom**.

United Kingdom/UK

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Unattended

Not within **your** or an employee's sight and not within **your** or an employee's reach at all times.

We/us/our/insurer

UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited.

You/your

The person whose name is shown on the **policy schedule** as the insured person.