Tools in Transit Policy Wording

This insurance Policy has been arranged by Motorplus Limited with Qdos Broker & Underwriting Services Limited and is underwritten by UK General Insurance Limited on behalf of:

Ageas Insurance Limited. Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Motorplus Limited, Qdos Broker & Underwriting Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited 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/register or by contacting them on 0800 111 6768.

Subject to the appropriate premium having been paid the *Insurer* agrees to cover the *Insured* as set out in this Policy.

Unless expressly stated nothing in this Policy will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

Important Information

This is *Your* Tools in Transit insurance policy. Please spend some time reading through this Policy to ensure that it meets *Your* requirements. If there is anything *You* do not understand, please contact *Us. We* will be happy to assist.

This is a contract of insurance between *You* and Ageas Insurance Limited.

Demands and Needs

This Policy meets the demands and needs of customers who want to insure against the risk of loss or destruction of or damage to portable hand tools or portable power driven tools which are used or required in the course of *Your* business, whilst being loaded or unloaded from or carried in or on the *Insured Vehicle*. This Policy will cover *You* for up to £1,000. Motorplus Limited does not make any personal recommendation as to whether this Policy will suit *Your* individual circumstances.

Cancellation Right

We hope *You* are happy with the cover this Policy provides. However, *You* have the right to cancel it within 14 days of receiving the Policy, without giving any reasons, by sending *Us* written notice within the first 14 days of the Policy, or (if later) within 14 days of *You* receiving the insurance documents. Providing *You* have not made a claim on the Policy any premium will be refunded in full. This is known as the "cooling off period". Thereafter there will be no refund of premium.

The *insurer* shall not be bound to accept the renewal of any insurance and may at any time cancel this policy by giving *you* 14 days' notice at *your* last known address. Provided that the premium has been paid in full *you* shall be entitled to a proportionate refund of premium in respect of the unexpired *period of insurance*.

Making a Claim 24/7

If *You* need to notify a potential claim, please contact *Our* Claims Department immediately:

CALL 0843 227 7553

Please quote **"Tools in Transit"** in all communications.

REMEMBER: The claims line is open 24 hours a day, 365 days a year.

Definitions

The words and phrases listed below will have the following meanings wherever they appear in italics in this document:

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/We/Us/Our
Motorplus Limited trading as ULR Additions and Qdos Broker & Underwriting Services Limited, who administer and manage this insurance on behalf of the *Insurer*.

Excess
£100 being the amount which shall be borne by the *Insured* in respect of each and every claim arising out of any one event

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

Insured/You/Your
The person who has taken out this Policy, who is 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.

Sum Insured
£1,000 being 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.*

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 *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, 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 or destruction of, or damage to *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. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, requisition, seizure or destruction by any government or any public authority;
16. damage to any *Property* whatsoever or any loss or expense whatsoever resulting or arising therefrom or any *Consequential Loss* directly or indirectly caused by or contributed to or arising from:

a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. The radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof;
b. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
c. the radioactive, toxic, explosive or other hazardous or contamination properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes;

17. damage to *Property* directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
18. terrorism; or, steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this exclusion "terrorism" means any act of any person or group of persons or organisation involving the causing occasioning or threatening of harm of whatever nature and by whatever means or putting the public or any section of the public in fear, in circumstances in which it is reasonable to conclude that the purpose of the person or group of persons or organisation concerned is wholly or partly of a political religious ideological or similar nature.

If the *Insurer* asserts that any loss damage liability or expense is not covered by reason of this exclusion it shall be for the *Insured* to prove the contrary.

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 effected 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.

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 in 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. Fraud

If *You* make any request for payment under this Policy knowing it to be fraudulent or false in any respect or ought reasonably in the circumstances to know 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.

4. 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.

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 wilful 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 0843 227 7553 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* have 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.

Complaints Procedure

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 Nominated Complaints Handler
Qdos Broker & Underwriting Services Limited
Qdos Court
Rossendale Road
Earl Shilton
Leicestershire
LE9 7LY

Tel: 01455 850000
Fax: 01455 841000
Email: compliance@qdosconsulting.com

Please ensure *Your* policy 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. 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
South Quay Plaza
183 Marsh Wall
Docklands
London
E14 9SR

Tel: 0845 080 1800
Email: complaint.info@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

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme. Y*ou* may be entitled to compensation from the scheme in the event that Ageas Insurance Limited cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. *You* can obtain further information about compensation scheme arrangements from the FSCS by visting 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, some of which may not have equivalent Data Protection laws.

We may obtain information about *You* from credit reference agencies, fraud prevention agencies and similar organisations to enable *Us* to check *Your* credit status and identity.

These agencies will record our enquiries, which may be seen by other companies who make their own credit enquiries.

We may also check Your details with fraud prevention agencies. If *You* provide false or inaccurate information and *We* suspect fraud, *We* will record our concerns. *We* and other organisations may use these records to help make decisions on insurance proposals and claims, prevent fraud, recover debt and check *Your* identity to prevent money laundering.

Under Data Protection legislation, *You* can ask *Us* in writing for a copy of certain personal records held about *You*. Please write to Motorplus, Kircam House, Whiffler Road, Norwich, NR3 2AL. A charge of £10 will be made.

Motorplus Limited is authorised and regulated by the Financial Conduct Authority.

TOLA 0010 WPW 1113