

Tools In Transit Policy Wording

About this Policy

This Policy has been arranged by Motorplus Limited and 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, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Motorplus Limited, Qdos Broker & Underwriting Services Limited, UK General Insurance Limited and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

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.

Definitions

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

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

Excess

£250.00 being the amount which shall be borne by the *insured* in respect of each and every claim arising out of any one event (as ascertained after the application of the 'Under Insurance Condition').

Insured vehicle

The motor vehicle insured by the policy of van insurance to which this "Tools in Transit" Policy is annexed provided it is owned and operated or driven by the *insured*.

Insurer

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

Insured/You/Your

The private individual, company, firm, partnership, or trading individual named on the certificate of van insurance to which this "Tools in Transit" Policy is annexed.

Period of Insurance

The remaining duration of the policy of Van insurance to which this Policy is annexed, or twelve calendar months, whichever is the lesser.

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

Property belonging to or for which the *insured* is responsible incidental to their business or other activities.

Territorial limits

The United Kingdom of Great Britain and Northern Ireland.



Sum Insured

£5000.00 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 (such loss destruction or damage hereinafter termed damage) within the *territorial limits* during the *period of insurance*.

Property is insured only whilst being loaded upon, carried by, temporarily housed 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 or diminish any *damage* which may give rise to liability under 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 belonging to vehicle drivers or attendants;
7. *property* carried by or dispatched by the *insured* for hire or reward;
8. damage to *property* arising as a result of packing which was inadequate to withstand normal handling during transit;
9. 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;
10. damage to *property* caused by or arising from wear, tear, depreciation, deterioration, mildew, moth, vermin, inherent vice, inherent nature, mechanical or electrical breakdown, failure or derangement unless external damage has occurred;
11. 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;
12. 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 by 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;
13. damage to *property* directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
14. 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. Under insurance

If the *property* shall, at the commencement of any damage hereby insured against, be collectively of greater value than the limit of liability then the *insured* will be considered as being their own insurer for the difference and shall bear a rateable share of the damage accordingly.

2. 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
- b) entry or access to the vehicle has been affected by forcible and violent means.

Overnight requirement: 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 in a well lit area.

3. 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.

4. Cancellation

This Policy may be cancelled in writing at any time by the *insured* by giving immediate written notice to Motorplus Limited. The *insurer* may also cancel this Policy by giving 30 days written notice to the *insured*. In the event of cancellation the *insured* will be entitled to a full refund of premium if the Policy is cancelled within the first 14 days. There will be no refund of premium for any cancellation outside this period or if the *insured* has notified a claim during the *period of insurance*.

5. Cooling Off

You may cancel this Policy, without giving reason, by sending written notice to Motorplus Limited returning the insurance documents within 14 days of inception or within 14 days of you receiving the insurance documents (if later). Your premium will be refunded in full provided a claim has not been made against this Policy. If a claim has been made against this Policy no refund of premium will be provided.

6. Governing Law

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

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*, all benefit under this Policy shall be forfeited.
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* as soon as reasonably practical on 0844 888 7365.
 - b. give immediate notice to the police in respect of damage caused by malicious person or thieves if insured by this Policy.
 - c. within 30 days after such damage or seven days in the case of damage caused by civil commotion, strikers lock out, workers or persons taking part in labour disturbances, or malicious persons if insured by this Policy), or such further time as the *insurer* may in writing allow at the expense of the *insured* deliver to the *insurer*:
 - 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

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:

Chief Executive Officer

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

Tel: 01455 850000
Fax: 01455 841000

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

In the event *you* remain dissatisfied and wish to make a complaint, *you* can do so by contacting the following:

The Customer Relations Manager

UK General
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Tel: 0845 218 2685
Email: customerrelations@ukgeneral.co.uk

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

The above complaints procedure is in addition to *your* statutory rights. 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. You may be entitled to compensation from the scheme in the unlikely event that Ageas Insurance Limited cannot meet their 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 at www.fscs.org.uk, or by phoning 0207 892 7300.

Data Protection Act 1998

Please note that any information provided to Motorplus Limited, Qdos Broker & Underwriting Services Limited, UK General Insurance Limited and/or Ageas Insurance Limited will be processed in compliance with the provisions of the Data Protection Act 1998.



Motorplus Limited is authorised and regulated by the Financial Services Authority.
Regulated by the Ministry Of Justice in respect of regulated claims management activities.

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