TOOLS IN TRANSIT INSURANCE

INTRODUCTION

It's important that **you** read this wording and **your policy schedule** to make sure that everything **you've** told **us** is correct. Please read this policy carefully so that **you** understand the cover **we** are giving **you**. **You** must follow the terms and conditions set out in this policy wording. Please make sure that **you** keep this policy wording and **your policy schedule** in a safe place in case **you** need to look at them later.

This insurance is arranged by Bastion Insurance Services Ltd and is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

Bastion Insurance Services Ltd are authorised and regulated by the Financial Conduct Authority. Firm Reference Number 650727. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk.

In return for the payment of **your** premium **we** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the **period of insurance**.

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**.

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

a) Supply accurate and complete answers to all the questions **we** or the selling broker 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.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

COOLING OFF PERIOD

You have the right to cancel this policy within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. **We** will refund to **you** any premium **you** have paid to **us**. **You** can cancel this policy after 14 days, but **we** will not give **you** back any premium.

To cancel this policy please contact the broker who sold it to **you**.

JURISDICTION AND LAW

This insurance will be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

IMPORTANT

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

Where **we** explain what a word means, that word will be highlighted in **bold** print and will have the same meaning wherever it is used in this policy.

Authorised person(s)	**You** or **your** employees.
Depreciation	For **tools in transit** over 12 months old a deduction for **depreciation** will be made for each year or part year from the date of purchase based on the following scale: Up to 12 months old – 0% 12-24 months old – 10% 24-36 months old – 20% 36-48 months old – 30% 48-60 months old – 40% More than 60 months old – 50%
Evidence of Ownership	A document that proves the **tools in transit** belong to or have been hired by **you**. This could be: • An original VAT receipt, invoice, credit agreement or delivery note showing details of the **tools in transit**, amount paid, date of purchase or hire and the seller or hire company's details. • If purchased second hand, a copy of a receipt issued at the time showing the **tools in transit**, the amount paid and evidence of payment to the seller for the amount shown on the receipt (for example a bank statement showing the transfer of funds or cash entries in your sole trader or company accounts).
Excess	The amount of money **you** must pay as the first part of each and every claim**.**
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 in **your policy schedule**, which is insured under the **motor insurance policy** including any attached trailer.
Period of Insurance	The period stated in your **policy schedule** that this policy is in force for.
Policy Schedule	The separate document **we** send **you** that includes details about **you** and what **you** are covered for.
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 amount of cover **we** will provide under this policy as shown in **your policy schedule.**
Territorial Limits	The United Kingdom (England, Scotland, Wales and Northern Ireland), Channel Islands and the Isle of Man.
Tools in Transit	Portable tools, tool kits or test equipment connected with **your** profession, owned by or hired by **you**. Consumable items (things that must be replaced regularly because they wear out or are used up and fixtures or attachments to **your motor vehicle** are not covered under this policy.
Unattended	Where an **authorised person** is not within sight of the **motor vehicle** and close enough that they could stop someone interfering with it.
We/Us/Our/Insurer	Collinson Insurance.
You/Your	The person named in the **policy schedule** who owns the **motor vehicle** and **tools in transit**.

REPLACEMENT

This insurance offers replacement only and is not a replacement as new insurance 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**.

Our settlement calculations will be based on either the original purchase price or the current retail price for replacement **tools in transit** of the same or similar specification, whichever is lower. **We** will then apply the applicable **depreciation**.

WHAT IS COVERED

1. Cover starts 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.
2. If **your tools in transit** are stolen, destroyed or damaged whilst in **your motor vehicle we** will pay **you** their value less **depreciation** or replace them.
3. If **your tools in transit** are stolen, destroyed or damaged during loading or unloading from **your motor vehicle we** will pay **you** their value less **depreciation** or replace them.
4. **We** will insure **your tools in transit** up to the **sum insured** which can be found on **your policy schedule.**
5. In the event of an accepted claim, **we** will either pay **you** for the value of **your tools in transit**, less **depreciation**, or provide replacement **tools in transit** at **our** discretion.
6. This cover is limited to two claims in any **period of insurance** and the total amount **we** will pay for all claims in any one **period of insurance** will not exceed the **sum insured**.

7. **Under-Insurance**

   If the **tools in transit** are worth more than the **sum insured** covered by the insurance when the incident happens, **we** will only pay part of the claim. For example, if the insurance only covers one third of the cost of replacing the tools, **we** will only pay one third of the claim.

8. **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 **your motor vehicle**. Evidence of this must be submitted with **your** claim.

9. **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 IS NOT COVERED (EXCLUSIONS)

1. The **excess** payable for each claim is shown below:

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

2. Any **tools in transit** that you cannot give us **evidence of ownership** for.
3. **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.
4. Theft, or damage of any sheet ropes, packing materials, securing chains or toggles.
5. Theft, or damage caused by **you** deliberately damaging or neglecting the **tools in transit**.
6. Damage arising from wear and tear, depreciation, deterioration, mildew, moth, vermin, manufacturer and/or latent defects, mechanical or electrical breakdown, failure unless external damage has occurred.
7. Theft of laptops and/or mobile phones and/or any other mobile communications equipment.
8. Theft of any money, securities, jewellery, or anything other than **your tools in transit.**
9. Any expense incurred as a result of not being able to use the **tools in transit** or any costs other than the repair or replacement costs of the **tools in transit**.
10. Any **tools in transit** whilst being towed on its own wheels or being driven under its own power.
11. Damage caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material.
12. 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.
13. Sonic Boom - damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
14. Any loss or damage other than the cost of replacing the **tools in transit**, arising from theft or from any other cause whatsoever.
15. Liability of whatsoever nature arising from ownership or use of the **tools in transit**, including any illness or injury resulting from it.
16. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.
17. Any damage to the **motor vehicle** carrying the **tools in transit.**

GENERAL CONDITIONS

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 **evidence of ownership** for any **tools in transit** you claim for. **We** will not pay for any items for which **you** cannot provide **evidence of ownership.**
4. Where **your tools in transit** are part of a set, parts of which are not stolen, damaged or destroyed in the same incident, **we** will only pay for the part that has been damaged, stolen or destroyed.
5. This insurance may only be altered, varied or premium changed by one of **our** authorised officials, giving **you** 30 days' notice in writing.
6. In the event of any claim, **you** are responsible for the payment of any outstanding premiums.
7. **You** cannot transfer the insurance to someone else or include any other **tools in transit** without **our** written permission.
8. **Reasonable precautions**
   You shall:
   a) 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.
   b) Take all **reasonable precautions** to prevent any loss or damage when securing loads.
   c) Take all **reasonable precautions** to maintain **your motor vehicle** in a roadworthy condition.

d) Take all **reasonable precautions** to ensure that **your motor vehicle** is suitable for the purpose for which it is used.
e) Maintain in force a valid **motor insurance policy** to cover **your motor vehicle** carrying **tools in transit.**

9. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.
10. **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.

HOW TO MAKE A CLAIM

Your Tools in Transit claim will be handled on the **insurer's** behalf by The Oxford Claims Company.

To make a **Tools in Transit** claim, go to:

https://theoxfordclaimscompany.co.uk/make-a-claim/

It's the fastest and easiest way to submit **your** claim.
If **you** don't have internet access, call **us** on 01865 745566 to inform **us** about **your** claim. You must notify **us** of a claim as soon as possible and within 28 days.

When submitting **your** claim, **you** will be asked to provide **us** with evidence. This may include but is not limited to:

- **Evidence of ownership.**
- A crime reference number from the police in the case of theft claims.
- Evidence of forced entry to **your motor vehicle** for theft claims.

If **you** can't provide the evidence **we** require **your** claim will not be paid.

CANCELLATION BY US

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 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) Where **we** reasonably suspect fraud.
b) Non-payment of premium.
c) Threatening and abusive behaviour.
d) Non-compliance with policy terms and conditions.
e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the **policy** immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your policy** being cancelled from the date **you** originally took it out.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

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.
- 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 PROCEDURE

We always strive to provide excellent service. However, if **you** have a complaint, please follow these steps.

1. If **your** complaint is about the sale of **your** policy, contact the broker who sold **you** the policy.
2. If **your** complaint is about a claim **you** made, contact The Oxford Claims Company:

- Email: complaints@theoxfordclaimscompany.co.uk
- Tel: 01865 745566

We will respond to **your** complaint within four weeks of receiving it. **Our** response will be **our** final decision based on the information provided. If there's a delay in **our** investigations, **we'll** explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, **you're** still dissatisfied or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

The Financial Ombudsman Service
Exchange Tower, 1 Harbour Exchange Square, London, E14 9SR
Telephone: 08000 234 567 (free for people calling from a landline) or 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk

Following this complaints procedure does not stop **you** from taking 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.

DATA PROTECTION

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).
- Detect, investigate, and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.
- Protect **our** legitimate interests.

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, crime prevention organisations 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 https://cifas.org.uk/fpn and https://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 **you** have with **us**.
- 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 and 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: 3 More London Riverside, London, SE1 2AQ

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/.