

Tools in Transit Policy Document

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POLICY DOCUMENT

SECTION 1 - INTRODUCTION

About Your Insurance

Welcome to **your** Tools in Transit insurance policy.

This insurance is designed to protect **you** if **your** portable hand tools or portable power driven tools are stolen or damaged while being carried in or on **your vehicle** and while being loaded into or unloaded from **your vehicle**.

Cover applies within the United Kingdom, the Channel Islands and the Isle of Man.

Please take time to read the "Important Information" section of this Policy Document. It tells **you** about things **you** need to check, actions **you** need to take and things **you** need to tell **us** about once the insurance has started.

This insurance was arranged by **your agent**, Adrian Flux Insurance Services, who is also the policy administrator. The contact details are: Adrian Flux Insurance Services, East Winch Hall, East Winch, King's Lynn, Norfolk. PE32 1HN. Tel: 0344 381 6502

Claims are handled by Summit Insurance Services Limited on behalf of the insurer.

The insurer (referred to as "**we**", "**us**" or "**our**" in this Policy Document) is Lloyd's Syndicate 4444, which is managed by Canopus Managing Agents Limited. Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This is an annual insurance policy. The **start date** of **your** policy and the **period of insurance** are shown on **your Policy Schedule**.

Some words and phrases in this Policy Document and in **your Policy Schedule** will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold type**. They are all listed and explained in the "Definitions" section which can be found at the end of this Policy Document.

All insurance documents and all communication with **you** about this policy will be in English.

Please contact **your agent** if **you** need any documents to be made available in braille and/or large print and/or in audio format.

How To Make A Claim

To make a claim, call Summit Insurance Services Limited on 01788 566141. Lines are open between 9am and 5pm Monday to Friday. Alternatively, please send an email to admin@summitclaims.co.uk or write to Summit Insurance Services Ltd, Suite 2, Bloxam Court, Corporation Street, Rugby, Warwickshire, CV21 2DU.

The Insurance Contract

This Policy Document and **your Policy Schedule** are **your** insurance documents and together they make up the contract between **you** and **us**. It is important that **you** read this Policy Document carefully along with **your Policy Schedule** so **you** can be sure of the cover provided and to check that it meets **your** needs.

This Policy Document and **your Policy Schedule** are issued to **you** by Adrian Flux Insurance Services in its capacity as **our** agent under contract B6839EW00520. In exchange for **you** paying the premium amount referenced in **your Policy Schedule**, **you** are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.

Signed by Gerry Bucke
Authorised signatory of Adrian Flux Insurance Services

SECTION 2 - IMPORTANT INFORMATION

It is important that:

- **You** check **your Policy Schedule** to ensure the details are correct and that the cover is as **you** requested;
- **You** check that **you** are eligible for this insurance (see “Eligibility For Cover” below);
- **You** notify **your agent** as soon as possible of any inaccuracies on **your Policy Schedule**, or if **you** are not eligible for the insurance;
- **You** are aware of **your** duty of fair presentation (see “Your Duty of Disclosure” below); and
- **You** comply with any duties detailed under each section of the Policy Document and under the insurance as a whole.

There are conditions which apply to the whole of this insurance and full details of these can be found in the “General Conditions” section on page 6 of this Policy Document.

There are also conditions which relate specifically to making a claim, and these can be found in the “Making a Claim” section on page 5 of this Policy Document.

In these sections **you** will find conditions that **you** need to meet. If **you** do not meet these conditions, **we** may reject a claim payment or a claim payment could be reduced.

Eligibility for Cover

It is a condition precedent to **our** liability under this insurance contract that the following matters are true and accurate:

- **Your vehicle** must be covered by a separate motor insurance policy issued by an insurance company authorised by the Financial Conduct Authority.
- **You** are a resident of the United Kingdom, Channel Islands or Isle of Man with a permanent address in **your** country of residence.
- **Your vehicle** is road legal and in a roadworthy condition with a valid MOT certificate where required by law.
- The gross vehicle weight of **your vehicle** does not exceed 7.5 tonnes.

If **you** do not meet the eligibility requirements above **we** will not provide any cover under this policy.

Please contact **your agent** as soon as possible if **you** are unable to meet the eligibility requirements, or if **you** have any queries. Contact details are given on page 2 of this Policy Document.

Your Duty of Disclosure

Under the Insurance Act 2015, **you** have a duty to make a fair presentation of the risk to **us** before this policy starts, at each renewal of the policy, and when **you** make any amendment(s) to **your** cover.

If **you** breach **your** duty to make a fair presentation of the risk to **us**, then

- where the breach was deliberate or reckless, **we** may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - **we** would not have agreed to provide cover under this policy on any terms, **we** may avoid this policy and refuse all claims, but will return any premiums paid;
 - **we** would have agreed to provide cover under this policy but on different terms (other than premium terms), **we** may require that this policy includes such different terms with effect from its commencement, and/or

- **we** would have agreed to provide cover under this policy but would have charged a higher premium, **our** liability for any loss amount payable shall be limited to the proportion that the premium **we** charged bears to the higher premium **we** would have charged. For example if due to a breach of fair presentation **we** charged a premium of £36.00 but we should have charged £120.00, for a claim submitted and agreed at a settlement value of £5,000 you will only be paid £1,500.

What You Must Tell Us About After Your Insurance Starts

Transferring Your Policy if You Sell or Change Your Vehicle

If **you** sell or change **your vehicle**, **you** may transfer the remaining **period of insurance** to a replacement vehicle. **You** must notify **your agent** and if the change is acceptable to **us**, they will issue a new **Policy Schedule** confirming the details of the replacement vehicle. This may result in a change to the annual premium.

Continuation of cover will only apply from the **start date** shown on **your new Policy Schedule**.

SECTION 3 – MAKING A CLAIM

Who to Contact

To make a claim call Summit Insurance Services Limited on 01788 566141. Lines are open between 9am and 5pm Monday to Friday (excluding bank holidays). Alternatively, please send an email to: admin@summitclaims.co.uk or write to: Summit Insurance Services Ltd, Suite 2, Bloxam Court, Corporation Street, Rugby, Warwickshire, CV21 2DU.

Calls may be recorded for training, compliance and fraud prevention purposes.

Things You Must Do

You must comply with the following conditions. If **you** fail to comply with these conditions and this affects the ability of the claims team to fully assess **your** claim or keep **our** losses to a minimum, **we** may not pay **your** claim or any payment could be reduced.

- All claims must be reported to the claims team as soon as possible and within 14 days of **you** becoming aware of the incident. **You** must complete a claim form (in full) and provide at **your** own expense, any information and assistance which the claims team may require in establishing the amount of any payment under **your** insurance.
- All claims for malicious damage or theft must be reported to the police without delay and within 24-hours of **you** becoming aware of the incident. **You** must provide the claims team with a crime reference number.

Other Insurance

If, at the time of a valid claim under this policy, there is another insurance policy in force which covers **you** for the same loss or expense, **we** may seek a recovery of some or all of **our** costs from the other insurer. **You** must give **us** any help or information **we** may need to assist **us** with **our** loss recoveries.

Fraudulent Claims or Misleading Information

We take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

- not pay **your** claim; and
- recover (from **you**) any payments **we** have already made in respect of that claim; and
- terminate **your** insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If **your** insurance is terminated from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

Arbitration

If there is a disagreement over the amount of a claim payment, the matter will be referred to an arbitrator that **you** and **we** both agree to. If this happens, **you** cannot start legal proceedings against **us** until the arbitrator has made a decision.

SECTION 4 – WHAT IS COVERED

We will provide cover for the damage to or theft of **your property** while being carried in or on **your vehicle** or being loaded into or unloaded from **your vehicle**.

Cover applies within the United Kingdom, the Channel Islands and the Isle of Man.

In the event of a claim **we** will, at **our** discretion, either:

- Make a payment for the damaged, lost or stolen items;
- Replace the damaged, lost or stolen items; or
- Repair any items that are damaged.

The most **we** will pay in total for any number of claims during any one **period of insurance** is shown on **your Policy Schedule**.

Please pay special attention to the “General Conditions” section of this Policy Document which contains details of the conditions that must be met for cover to be valid.

SECTION 5 - GENERAL CONDITIONS

The following conditions apply to the whole of this insurance. If **you** do not meet these conditions, **we** may reject a claim payment or a claim payment could be reduced.

- Outside of **working hours**, **your vehicle** must be protected by any security requirements specified by **us** and/or kept in a garage, your own personal driveway, a securely locked building or a guarded compound.
- While **your vehicle** is **unattended**, all doors, windows and other openings must be closed and securely locked or fastened and any security equipment must be activated.
- **You** must pay the first amount of each and every claim (the **excess**). **Your excess** is shown on **your Policy Schedule**.

SECTION 6 – WHAT IS NOT COVERED

- Any benefit if **you** do not meet the eligibility requirements for this policy (as detailed in the “Important Information” section on page 3 of this Policy Document.)
- The amount of any **excess** that applies to **your** insurance.
- Any theft claim if **your vehicle** has been left **unattended** for more than 48 hours.
- Any theft claim unless entry to **your vehicle** was gained by forcible or violent means.
- Any loss which is not directly associated with the incident that caused the claim. For example, loss of profit, loss of income or costs incurred as a result of the loss of use of **your vehicle**.
- The loss of sheets, ropes, packing materials or toggles, or securing chains which are damaged.
- **Money**, securities, jewellery, watches, furs, cameras, radios, televisions, record players, cassette players, videos and any other electronic equipment that does not fall within the definition of “**Property**” on page 11 of this Policy Document.
- **Personal belongings**.
- **Property** which is carried or despatched for **hire and reward**.
- Damage as a result of packing which was inadequate to withstand normal handling during transit.
- Any loss of value as a result of wear and tear or depreciation.
- Damage caused by or arising from mildew, moth, vermin, manufacturer’s defect or mechanical or electrical breakdown (unless this was caused by external damage).
- Any **property** that forms part of, or is permanently attached to, **your vehicle**.

- Any claim arising from **your** own negligent act.
- Any claim arising directly or indirectly from:
 - a) **War** or acts of **terrorism**.
 - b) **You** engaging in **active war**.
 - c) **Nuclear risks**.
- Damage resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

SECTION 7 – CANCELLATION OF THE POLICY

Your Cancellation Rights

You can cancel **your** policy within 14 days of the policy **start date** or, if later, 14 days of the date **you** receive this Policy Document. **We** will refund any premiums **you** have paid as long as **you** have not made a claim and do not intend to make a claim.

You can also cancel **your** policy at any other time. If **you** have not made a claim and do not intend to make a claim, **you** will be entitled to a portion of **your** premium back for the number of days remaining on the unexpired **period of insurance**.

Please contact **your agent** if **you** wish to cancel **your** policy.

The Insurers' Cancellation Rights

We reserve the right to cancel this policy immediately if **you** commit fraud. If **we** cancel **your** policy **we** will do so in writing to the most recent address **we** have for **you**.

Your policy will end automatically if **you** do not pay any premium when it becomes due. If this happens, **you** will be contacted requesting payment within 14 days. If **we** do not receive payment within this period, **you** will be written to again notifying **you** that **your** policy will be cancelled.

SECTION 8 – RENEWING YOUR POLICY

This is an annual insurance policy. For **your** convenience, **your agent** will automatically renew **your** insurance each year unless **you** tell them not to. They will contact **you** before **your** current **period of insurance** ends and tell **you** about any changes to the premium and/or the terms and conditions of cover. **You** will also be told if **we** are unable to renew **your** policy.

If **you** wish to renew **your** policy, **you** will be issued with a new **Policy Schedule** and Policy Document.

If any of **your** personal details have changed, please tell **your agent**.

SECTION 9 – HOW TO MAKE A COMPLAINT

Our aim is to provide **you** with a high quality service at all times, although **we** do appreciate that there may be instances where **you** feel it is necessary to lodge a complaint.

If **you** do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note that should **you** wish to direct **your** complaint directly to Lloyd's in the first instance, **you** may do so by using the contact information referenced in Step 2 below.

Step 1:

In the first instance, please direct it to **your agent**.

Customer Relations Department
Adrian Flux Insurance Services
East Winch Hall
East Winch
King's Lynn
Norfolk
PE32 1HN

Tel: 0344 381 6502

Step 2:

Should **you** remain dissatisfied with the outcome of **your** complaint from **your agent**, **your** legal rights are not affected and **you** may refer **your** complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Kent
ME4 4RN

Tel: +44 (0)20 7327 5693
Email: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedure are set out in a leaflet "How We Will Handle Your Complaint", which is available at the website address above. Alternatively, **you** may ask Lloyd's for a hard copy.

Step 3:

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to an alternative dispute resolution (ADR) body.

If **you** live in the United Kingdom or the Isle of Man the contact information is:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 0234 567 (calls to this number are free on mobile phones and landlines).
Tel: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers).
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

If **you** live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman
PO Box 114
Jersey, Channel Islands
JE4 9QG

Jersey +44 (0)1534 748610
Guernsey +44 (0)1481 722218
International +44 1534 748610
Facsimile +44 1534 747629
Email: enquiries@ci-fo.org
Website: www.ci-fo.org

Alternatively, if **you** live in the UK, please note that **you** can, if **you** wish, also submit **your** complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Union (EU), who have bought goods or services online, get their complaint resolved. **You** can access the ODR Platform by clicking on the following link:
<http://ec.europa.eu/consumers/odr/>

This does not affect **your** right to submit **your** complaint following the process above. Please note that under current rules, the European Commission will ultimately redirect **your** complaint to the relevant ADR body detailed above.

SECTION 10 – LEGAL, REGULATORY & OTHER INFORMATION

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligation to **you** under this contract. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk

Data Protection Notice

We are the data controllers (as defined by the Data Protection Act 1998 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **your** personal information.

For full details of what data **we** collect about **you**, how **we** use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to **our** Privacy Notice which will be available on **our** website from May 2018 www.canopus.com.

If **you** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **your** address and a copy will be sent to **you** in the post.

In summary:

We may, as part of **our** agreement with **you** under this contract, collect personal information about **you**, including:

- Name, address, contact details, date of birth and cover required
- Financial information such as bank details
- Details of any claim

We may also collect sensitive personal information about **you**, where the provision of this type of information is in the substantial public interest, including:

- Medical records to validate a claim should **you** be claiming for sickness or an accident.

We collect and process **your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to **us** or which process information on **our** behalf (for example, premium collection and claims validation, or for communication purposes related to **your** cover). **We** will ensure that they keep **your** information secure and do not use it for purposes other than those that **we** have specified in **our** Privacy Notice.

Some third parties that process **your** data on **our** behalf may do so outside of the European Economic Area (“EEA”). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

We will keep **your** personal information only for as long as **we** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

We will share **your** information if **we** are required to by law. **We** may share **your** information with enforcement authorities if they ask **us** to, or with a third party in the context of actual or threatened legal proceedings, provided **we** can do so without breaching data protection laws.

If **you** have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in **our** [Privacy Notice](#), please contact

Group Data Protection Officer
Canopus Managing Agents Limited
Gallery 9
One Lime Street
London EC3M 7HA
UK
privacy@canopus.com
T + 44 20 7337 3700

Rights of Third Parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

For **your** information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him to or if the contract confers a benefit upon him. However the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see www.legislation.gov.uk or contact the Citizens Advice Bureau.

Law and Jurisdiction

Unless specifically agreed to the contrary, this policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

The Insurers

This insurance is underwritten by Lloyd's Syndicate 4444, which is managed by Canopus Managing Agents Limited. Registered Office: Canopus Managing Agents Limited, Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England no. 01514453.

Regulatory Details

Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 204847.

Your agent, Adrian Flux Insurance Services, is authorised and regulated by the Financial Conduct Authority. Firm Reference: 307071.

SECTION 11 – DEFINITIONS

Whenever the following words or expressions appear in bold in this Policy Document, they have the meaning given below.

“**Active war**” - **Your** active participation in a **war** where **you** are deemed under English Law to be under instruction from or employed by the armed forces of any country.

“**Agent**” - The company who arranged this insurance on **your** behalf. This is Adrian Flux Insurance Services.

“**Excess**” - The first amount that **you** must pay in the event of a claim.

“**Hire and reward**” - The carriage or despatch of **property** belonging to others in exchange for payment.

“**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 or debit cards, company sales vouchers, VAT where **you** are VAT registered or part VAT registered., purchase invoices, prize bonds, bills of exchange, giros, gift cards or tokens, trading stamps, unused units in franking machines and consumer redemption vouchers.

“**Nuclear risks**” - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

“**Period of insurance**” - The period stated in **your Policy Schedule**. This policy is annually renewable.

“**Personal belongings**” - Items which are generally carried or worn by **you** that are owned by **you** or which are **your** responsibility (excluding jewellery and watches).

“**Policy Schedule**” - The document that names **you** or **your** business as the policyholder and sets out what this policy covers **you** for. **We** will replace **your Policy Schedule** whenever **you** make any changes to the policy.

“**Property**” - Portable hand tools or portable power driven tools which are used or required during the course of **your** insured business activities.

“**Start date**” - The date the insurance cover commences as shown on **your Policy Schedule**.

“**Terrorism**” - An act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

“**Unattended**” - Where **you** are not in a position to observe **your vehicle** or **property** or in a position to prevent or deter an attempt by any person to interfere with **your vehicle** or **property**.

“**War**” – Means:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or
- (b) Any act of **terrorism**, or
- (c) Any act of war or **terrorism** involving the use of, or release of, a threat to use any nuclear weapon or device or chemical or biological agent.

“**We, us, our**” - Lloyd's Syndicate 4444, which is managed by Canopus Managing Agents Limited.

“**Working hours**” - The period for which **your vehicle** is being used for business purposes.

“**You, your**” - The individual or company specified on the **Policy Schedule** who/which has applied for this insurance and paid the appropriate premium.

“**Your vehicle**” - The vehicle specified in the **Policy Schedule**.