

Tool Cover Policy Wording

Introduction

Churchill van insurance is arranged and administered by Brightside Insurance Services Ltd. This Tool Cover Policy will run concurrently with **your Churchill 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 has been arranged by Brightside Insurance Services Ltd with UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

Great Lakes Insurance SE is a German insurance company with its headquarters based at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 310101.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority, number 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Certification of cover

This policy document 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 document, 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 Churchill van insurance. If **your** Churchill van insurance policy is cancelled for any reason, this policy will also be cancelled.

Who administers your policy?

Claims are managed by the **administrator** Direct Group Limited at Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL. Telephone lines are open 9am to 5pm Monday to Friday, excluding bank holidays. All calls are recorded for training, compliance, claims and counter fraud purposes.

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 Churchill van insurance on 0333 222 1042 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 Churchill van insurance.

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 **insurer** will not pay more than the **sum insured** for any claim or series of claims arising from any one event.

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:
 - a) Irradiation, or contamination by nuclear material; or
 - b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - c) 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.

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 the questions asked when **you** purchased the policy and to make sure that all information supplied to **us** is true and correct. This also applies if **you** wish to make any changes to **your** policy during the **period of insurance** or if **you** make a claim under this policy. **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.

If **you** do not answer questions truthfully and accurately, this may affect **your** cover. In the event that **you** have supplied **us** with information which is incorrect or false, **we** reserve the right to declare **your** policy invalid and cancel **your** cover, with no refund of premium. In the event that **you** have made a claim, **we** may refuse to pay all or part of that claim.

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 document to check that the cause of the claims is covered and then follow the instructions below:

Online

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

By telephone

1. Contact the **administrator** on 0330 102 6060.
2. They will provide **you** a claim form including list of the documents or evidence that is required e.g. proof of purchase.

Please send all completed claims forms and documentation to Specialist Claims, PO BOX 1192, Doncaster, DN1 9PU.

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**, all the information **we** or they ask for about the claim eg. 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;
- 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 Churchill van insurance on 0333 222 1042 or writing to:
Churchill van insurance, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL.

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**. **We** may cancel **your** policy, but only if there is a valid reason for doing so. Valid reasons include (but are not limited to):

- Fraud;
- Non-payment of premium; and/or
- Threatening and abusive behaviour against **our** or the **administrator's** staff.

Where **we** have cancelled **your** policy, no refund of premium would be made.

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 Churchill van insurance on 0333 222 1042 or writing to Churchill van insurance, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL.

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

The aim is to provide **you** with a high quality service at all times. Every effort will always be made to sort out any enquiry or problem that **you** may have. If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact:

Email: specialist@directgroup.co.uk

Phone: 0330 102 6058 .

Post: Specialist Claims, PO Box 1192, Doncaster DN1 9PU

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. 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, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

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

Website: www.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.

Legal and regulatory information

Premiums and claims – your rights

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

The law & legal proceedings applicable to this insurance

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.

Data Protection

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.

Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if Great Lakes Insurance SE cannot meet its 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 get more information about 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

Direct Group Limited at Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL.

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.

Home Address

Your private place of residence as detailed on **your policy schedule**.

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**.

Motor insurance policy

The Churchill 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 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 the **insurer** 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

Means 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 Ltd on behalf of Great Lakes Insurance SE.

You/your/insured

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