

One Quote Direct Tools in Transit Policy Wording

YOUR INSURANCE

This insurance is arranged by **One Quote Direct** and underwritten by UK General Insurance Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at https://register.fca.org.uk.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

If **you** have paid the premium, if applicable, as shown in **your van insurance policy** welcome letter, **we** will agree to insure **you**, subject to the terms and conditions of this policy, against loss, damage or destruction **you** may incur to the **property** during the **period of insurance**.

Insurance Premium Tax, also known as IPT, is an indirect tax levied by the government on all insurance premiums and is included in the premium you pay.

Please take time to read the contents of this policy including how to make a claim.

This policy and **your van insurance policy** welcome letter are important documents. Please keep them in a safe place in case **you** need to refer to them for any reason. If **you** do need to discuss any aspect of this policy, please call **One Quote Direct** on **0344 800 3694**

Your policy will end if:

- **You** do not pay the premium, if applicable; or
- **Your** residential address is no longer in the **United Kingdom**; or
- **You** or **we** cancel the policy; or
- The underlying **van insurance policy** is cancelled.

DEFINITIONS

The following words or phrases have the same meaning wherever they appear in **your** policy in **bold** text.

Administrator

We have appointed URIS Group Limited to administer **your** policy and Davies Group Limited to handle claims. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332.

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.

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**.

Electronic equipment

Computers, mobile phones, TV's, radios, sound systems and any other similar electrical equipment and accessories.

Excess

The first £50 (where the **sum insured** is £500) or £100 (where the **sum insured** is £1,000, £2,500 or £5,000) which **you** are required to pay for each and every incident which results in a claim.

Geographical limits

Unless stated otherwise this policy only provides cover for incidents that occur within the **United Kingdom**.

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 the loss, destruction or damage of the **property**.

Insured vehicle

The commercial motor vehicle insured under the **van insurance policy** including any attached trailer.

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.

One Quote Direct

The insurance intermediary who arranged this insurance on **Your** behalf.

Period of Insurance

This policy will run concurrently with **your van insurance policy** for a maximum of 12 months. If **you** arranged this policy after the **start date** of **your van insurance policy**, cover will be provided from the date **you** bought it and will end on the expiry date of **your van insurance policy**, as detailed on the certificate of motor insurance.

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**.

Start Date

The date shown on **your** certificate of motor insurance or the date of purchase as shown in **your** confirmation letter if **you** have taken this policy out afterwards.

Sum Insured

£500, £1,000, or £1,500 (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**.

Unattended

Not within **your** or an **employee's** sight and not within **your** or an **employee's** reach at all times.

United Kingdom/UK

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Van insurance policy

The **One Quote Direct** van insurance policy that has been issued to **you** for the **insured vehicle**.

We/us/our/insurer

UK General Insurance Ltd on behalf of Watford Insurance Company Europe Limited. **We** are the insurer for **your** policy.

You/Your

The person named as the policy holder in the **van insurance policy**.

ELIGIBILITY

You are eligible to take out Tools in Transit Insurance if, on the **start date**, you agree to pay the premium, if applicable, and:

- You have a valid **van insurance policy**; and
- You are a **UK resident** with a permanent **UK address**.

WHAT IS COVERED

During the **period of insurance**, within the **geographical limits**, we will cover you if any part of the **property** is lost, stolen, destroyed or damaged whilst being loaded upon, carried by, temporarily housed upon, or being unloaded from the **insured vehicle**.

We will at our option and up to the **sum insured**, repair, replace, or pay the cost of replacing the item of **property**, with a similar article of like kind, functionality, and quality.

We 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 WE WILL NOT COVER

The policy will not pay out for the following:

- The **excess**;
- Damage or loss where the **insured vehicle** is left **unattended** for a period exceeding 48 hours;
- Loss of market, loss of profits, delay, or any **indirect loss**;
- Damage or loss of **money**, securities and documents of any kind;
- 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, securing chains or toggles;
- **Property** carried by or dispatched by **you** 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.

GENERAL EXCLUSIONS

Electronic Data

Any consequence, howsoever caused, including but not limited to **computer virus** in **electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted.

Radioactive Contamination

Any direct or indirect consequence of:

- Irradiation, or contamination by nuclear material; or
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

War Risks

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.

Infectious Disease

Notwithstanding any other provision herein, **your** policy does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly from:

- (a) infectious or contagious disease;
- (b) any fear or threat of (a) above; or
- (c) any action taken to minimise or prevent the impact of (a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

IMPORTANT POLICY CONDITIONS

Vehicle Security Requirements

- **Unattended Vehicle**

If the **insured vehicle** is left **unattended**, **we** will not accept any claim for theft unless:

- a) All doors, windows and other openings are closed and securely locked and properly fastened and any additional security measures having been activated; and
- b) 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 22:00 to 06:00 inclusive)**

If **you** leave **your property** in the **insured vehicle** overnight, it will only be covered under this policy if it is parked:

1. In a garage or a building which is locked and secure; or
2. In a secure locked compound; or
3. On **your** driveway, off road, at **your** private home address.

If the **insured vehicle** has an alarm fitted to it, then subject to the alarm being activated on the **insured vehicle** and in addition to the 3 options above, **you** may also park in a well-lit area, on the same street as **your** private home address where **you** are staying that night and which is clearly visible from **your** private home address.

If **you** cannot comply with the above conditions then the **property** must be removed from the **insured vehicle** whilst it is parked overnight.

The overnight parking requirement will not apply whilst **you** are undertaking work at a premise between the hours of 22:00 to 06:00 inclusive. The **unattended** vehicle requirement shall apply at all times whenever **your insured vehicle** is **unattended**.

GENERAL CONDITIONS

False/Fraudulent Claims

If **you** or anyone acting on **your** behalf makes a claim under this insurance and know the claim is false or fraudulent in any way, the cover is void, the claim will not be paid and all monies received by **you** or **your** representatives shall be immediately repaid. **We** may also share this information with other insurers and with the appropriate law enforcement authorities.

Claims

In the event of any incident which may give rise to a claim **you** must follow the claims procedure detailed in this policy (see section entitled 'How to Make a Claim').

Police

You must report the insured incident to the police within 24 hours.

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.

UK General Insurance Ltd Privacy Notice

We are UK General Insurance Ltd, referred to as "**we/us/our**" in this notice. **Our** data controller registration number issued by the Information Commissioner's Officer is Z7739575.

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. **We** refer to these individuals as "**you/your**" in this notice.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide us with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy.

For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

We have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defense of a legal claim.

UK General's full privacy notice

This notice explains the most important aspects of how **we** use **your** data. **You** can get more information about this by viewing **our** full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing **us** at: dataprotection@ukgeneral.co.uk.

Alternatively, **you** can write to **us** at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

Watford Insurance Company Europe Limited Information Notice

Personal Data provided in connection with this policy will be used and processed in line with the Privacy Policy. A copy of this is available at <https://www.watfordre.com/privacy-policy/>

Rights and Responsibilities

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;
- Start legal action to get back from anyone else any payments that have already been made.

You must give **us** or the **administrator** all the information **we** or they ask for about the claim. At **our** cost, **you** must also help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

Consumer Insurance Act

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** 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; please refer to the 'General Conditions' section for more information.

Change of circumstances

You must immediately advise

One Quote Direct on **0344 800 3964** if any of the following circumstances change, at any point during the **period of insurance**:

- You are no longer a permanent lawful resident of the **UK**; or
- You change **your** address.

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 <https://www.urisgroup.co.uk/tool-transit-claim-form/> and download a claim form which will provide details of the information required.

By telephone

1. Contact the administrator on **0344 800 3963**
 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 Niche Claims, PO Box 1392, Preston, PR2 0XE.

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.

CANCELLATION

1. Cancellation of Your Tools in Transit Policy within 14 days of the Start Date of the Policy.

You have 14 days from the purchase date of this Tools in Transit policy or the date **You** receive **Your** Tools in Transit policy documents (whichever is the later) to cancel the cover and receive a full refund of premium, if applicable, subject to no claims being made. **You** can cancel by telephoning

One Quote Direct on **0344 800 3694** If there have been any claims, no refund will be given and the premium must be paid in full.

2. Cancellation of Your Tools in Transit Policy after the 14 day period.

Cancellation by You

If **you** want to cancel **your** Tools in Transit policy after the 14 days, **you** may do so by telephoning **0344 800 3694**.

The premium will be charged in full where the policy is cancelled after the 14 day period.

Cancellation by Us

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel this insurance 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:

- Non-payment of premium;
- Fraud;
- Threatening and abusive behaviour;
- Non-compliance with policy terms and conditions.

No refund of premium will be made.

This policy runs concurrently with **your van insurance policy**. If **your van insurance policy** is cancelled for any reason, this policy will also be cancelled with effect from the same date and time. Where this happens, the premium, where applicable, will be charged in full.

Cancellation by One Quote Direct

One Quote Direct have the right to cancel **your** policy by giving **you** 7 days' notice of cancellation. Examples of when **One Quote Direct** might do this include: **you** not paying a premium installment or when due to threatening or abusive behaviour. Where this happens, the premium, where applicable, will be charged in full.

HOW TO MAKE A COMPLAINT

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 **One Quote Direct** on **0344 800 3694**.

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:

Specialist Claims
PO BOX 1392
Preston
PR2 0XE
Tel: 0344 800 3693
email: specialistclaims@davies-group.com

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service, free of charge, but you must do so within 6 months of receiving the final response. 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. Tel: from a landline: 0800 023 4567, from a mobile: 0300 123 9 123.

Please note that if **you** do not refer **your** complaint within the six months, the Ombudsman will not have **our** permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

Your statutory rights are not affected if **you** do not follow the complaints procedure above. For further information about **your** statutory rights, contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Online Dispute Resolution Portal

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

FINANCIAL SERVICES COMPENSATION SCHEME

If Watford Insurance Company Europe Limited cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about the compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.