



Tools in Transit Policy

ABOUT THIS POLICY

This insurance policy has been arranged by Qdos Broker & Underwriting Services Limited, is administered by Auto Legal Protection Services Ltd (ALPS) and is underwritten by UK General Insurance Limited on behalf of:

Ageas Insurance Limited, Registered in England No. 354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

With effect from 1st October 2013 the registered address of Ageas Insurance Limited shall be Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

ALPS, Qdos Broker & Underwriting Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register at www.fca.org.uk/register or by contacting them on 0800 111 6768.

This document and the schedule form a legally binding contract of insurance between you and us. The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission.

The insurance provided by this document covers loss or damage that occurs during the period of insurance for which you have paid or agreed to pay the premium. The insurance is provided under the terms and conditions contained in this document.

MAKING A CLAIM

To notify a claim call our claims department on 01455 852113 as soon as possible.

Our address for claims correspondence is:

Claims Department
Qdos Broker & Underwriting Services Limited
Qdos Court
Rossendale Road
Earl Shilton
Leicestershire
LE9 7LY
Email: claims@qdosconsulting.com

DEFINITIONS

The following words or phrases have the same meaning whenever they appear in italics in this document.

Consequential Loss

Any other costs that are directly or indirectly caused by the event which led to a claim unless specifically stated in this Policy.

Coverholder/Us/Our

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

Excess

£50.00 or £100.00 (depending on the sum insured selected), being the amount which shall be borne by the insured in respect of each and every claim arising out of any one event.

Insured vehicle

The motor vehicle detailed on the Policy Schedule which is owned and operated or driven by the insured. The vehicle must be insured under a motor insurance policy issued by an authorised UK motor insurer, in respect of compulsory insurance requirements set out by the Road Traffic Act 1988 (and amendments).

Insurer

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

Insured/Insured's/You/Your

The private individual, company, firm, partnership, or trading individual named on the Policy Schedule.

Period of Insurance

Twelve calendar months from the date of inception of this policy, as detailed on the Policy Schedule.

Money

Cash, bank notes, currency notes, cheques, bankers' drafts, postal orders, money orders, current postage stamps and revenue stamps, National Savings stamps and certificates, holiday saving stamps, luncheon vouchers, credit, Company sales vouchers, VAT, purchase invoices, prize bonds, bills of exchange, giro, cheques and drafts, gift tokens, trading stamps, unused units in franking machines, consumer redemption vouchers, credit cards and cash dispenser cards.

Property

Portable hand tools or portable power driven tools which are used or required during the course of Your insured business activities within the Territorial Limits.

Temporarily housed

Property not permanently stored within your vehicle.

Territorial limits

The United Kingdom of Great Britain and Northern Ireland.

Sum Insured

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 as confirmed on your policy schedule. For policies with a sum insured of more than £1,500, a single article limit of £1,500 per item will apply for each and every claim made.

THIS POLICY WILL COVER

The insurer will by payment (or at the insurer's option by repair reinstatement or replacement) indemnify the insured (subject to evidence of purchase) if any part of the insured's property be lost, destroyed or damaged within the territorial limits during the period of insurance.

Property is insured only whilst being loaded in or upon, carried by, temporarily housed in or upon, or being unloaded from an insured vehicle.

The liability of the insurer in respect of any claim arising out of any one event shall not exceed the sum insured.

The insured must, at their own expense, take all reasonable precautions to prevent any loss, destruction or damage of property which may give rise to a claim against this policy.

THIS POLICY WILL NOT COVER

- the excess which is payable by the insured;
- loss of market, loss of profits, delay, or any consequential loss;
- loss of sheets, ropes, packing materials, damaged securing chains or toggles;
- property warehoused at a rental or under a contract for storage and distribution;
- money and securities;
- jewellery, watches, furs, cameras, radios, televisions, record players, cassette players, video and other electronic equipment;
- personal belongings of the insured or of any vehicle drivers or attendants;
- property carried by or dispatched by the insured for hire or reward;
- damage to property arising as a result of packing which was inadequate to withstand normal handling during transit;
- damage caused to property in open vehicles owned or operated by the insured caused by atmospheric or climatic conditions unless the property is protected by vehicle sheets;
- damage to property caused by or arising from wear and tear, depreciation, deterioration, mildew, moth, vermin, manufacturer's defect, mechanical or electrical breakdown, failure or derangement unless external damage has occurred;
- property forming part of or attaching to the insured vehicle;
- claims where you have failed to check on property left in an unattended vehicle for more than 48 hours;
- claims that arise from your negligent act;
- war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, requisition, seizure or destruction by any government or any public authority;
- damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to or by arising from:
 - ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. The radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof;
 - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - the radioactive, toxic, explosive or other hazardous or contamination properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes;
- damage to property directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- terrorism; or steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this exclusion "terrorism" means any act of any person or group of persons or organisation involving the causing occasioning or threatening of harm of whatever nature and by whatever means or putting the public or any section of the public in fear. In circumstances in which it is reasonable to conclude that the purpose of the person or group of persons or organisation concerned is wholly or partly of a political religious, ideological or similar nature. If the insurer asserts that any loss, damage, liability or expense is not covered by reason of this exclusion it shall be for the insured to prove the contrary.

CLAIMS CONDITIONS

- If a claim is in any respect fraudulent or if any fraudulent means or devices are used by the insured or anyone acting on their behalf to obtain any benefit under this Policy or if any damage is occasioned by the willful act or with the connivance of the insured, then the policy shall become void and any premiums paid hereunder shall be forfeited and the insurer reserves the right to recover any monies previously paid. We may also share this information with the appropriate law enforcement authorities.
- On the discovery of any circumstance or event which may give rise to a claim under this policy the insured shall:
 - notify the coverholder by calling 01455 852113 as soon as possible.
 - give immediate notice to the police in respect of damage caused by malicious person or thieves if insured by this policy.
 - In the case of damage caused by riot or civil commotion, notice of such damage must be immediately notified to us and no later than seven days from the occurrence. If you fail to notify us of such damage within seven days of the riot or civil commotion which led to the damage occurring, then we reserve the right to refuse to pay your claim.
 - Provide to the insurer at your own expense:
 - full information in writing of the claim;
 - details of any other insurance relating to the claim;
 - all such proofs, information, explanation and other evidence (including the production of articles alleged to be damaged) as may be reasonably required; and
 - if demanded - a statutory declaration of the truth of the claim and of any matter connected with it.
- No claim under this policy shall be payable unless the terms of Claims Condition 2 have been complied with.
- The insured shall at the insurer's request and expense, do and concur in doing and permit to be done, all such acts and things as may be necessary or reasonably required by the insurer, for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties, to which the insurer shall be or would become entitled or subrogated upon the insurer paying for or making good any loss under this policy, whether such acts and things shall be or become necessary or required before or after the insurer indemnifies the insured.
- If at the time of any claim there is any other insurance covering the insured's interests in the property the insurer's liability under this policy shall be limited to any excess over the sum recoverable or which but for the existence of this policy would be recoverable under such insurance.
- Any difference under this policy shall be referred to arbitration in accordance with the statutory provisions currently in force and the making of an award shall be a condition precedent to any right of action against the insurer. Any claim for which the insurer has disclaimed liability shall for all purposes be deemed to have been abandoned and not recovered thereafter unless referred to arbitration under these provisions within one year from the date of such disclaimer.

GENERAL CONDITIONS

1. Vehicle security requirements

Unattended vehicle: No claim will be admitted for theft from any vehicle not individually attended unless:

- all doors, windows and other openings are left closed, securely locked and properly fastened and any additional security measures (e.g. vehicle alarm, where present) have been activated; and,
- entry or access to the vehicle has been affected by forcible and violent means.

You must carry out a security check of the unattended vehicle every 48 hours whilst property is contained within it. If you are unable to check the vehicle every 48 hours you must remove the property from the vehicle.

Overnight requirement (applicable between the hours of 10:00pm and 6:00am): No claim will be admitted for theft in respect of property left in or on any unattended vehicle for the night, except where such vehicle is protected in accordance with any other vehicle security requirements specified herein and is; either garaged in a building which is securely closed and locked or parked in a compound secured by locked gates, or if the vehicle is alarmed and is parked on the insured's driveway off-road adjacent to the private house.

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.

2. Assignment

This Policy is between and binding upon the insurer and the insured and their respective successors in title, however, the Policy may not be otherwise assigned by the insured without prior written consent.

3. 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.

CANCELLATION

We hope that you are happy with the cover this policy provides. You have the right to cancel the policy at any time by sending us notice in writing. If you send notice in writing within 14 days of receiving the policy then we will return the premium in full. This is called the "cooling off period". If you cancel at any other time the premium will be retained in full.

The insurer shall not be bound to accept the renewal of any insurance and may at any time cancel this policy by giving you 14 days' notice at your last known address. Provided that the premium has been paid in full you shall be entitled to a proportionate refund of premium in respect of the unexpired period of insurance.

COMPLAINTS

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should contact:

The Nominated Complaints Handler
Qdos Broker & Underwriting Services Limited, Qdos Court,
Rossendale Road, Earl Shilton, Leicestershire LE9 7LY
Tel: 01455 850000 Fax: 01455 841000
Email: compliance@qdosconsulting.com

Please ensure that your policy 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 € million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
South Quay Plaza, 183 Marsh Wall
Docklands, London E14 9SR
Tel: 0845 080 1800

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

FINANCIAL SERVICES COMPENSATION SCHEME

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the unlikely event that Ageas Insurance Limited cannot meet its financial responsibilities. The FSCS will meet 90% of your claim, without any upper limit. You

can obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

DATA PROTECTION ACT 1998

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.

Tools in Transit Policy Summary

Introduction

Some important facts about your Tools in Transit Insurance are summarised below. This summary does not describe all the terms and conditions of the policy. To ensure full understanding of the cover provided by this policy it is recommended that this document is read alongside the policy wording.

Insurer

This policy has been arranged by Qdos Broker & Underwriting Services Limited, is administered by Auto Legal Protection Services Ltd (ALPS) and is underwritten by

UK General Insurance Limited on behalf of Ageas Insurance Limited. Qdos Broker & Underwriting Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. This can be checked on the Financial Services register by visiting www.fca.org.uk/register or by contacting them on 0800 111 6768.

Type of insurance and cover provided

This policy provides cover as detailed in the table below:

This policy will cover	Significant exclusions The insurer will not be liable for:
<p>This policy provides cover for up to the sum insured as detailed in your Policy Schedule in the event that property belonging to you or for which you are responsible is lost, destroyed or damaged whilst being loaded in or upon, carried by, temporarily housed in or upon, or being unloaded from your vehicle.</p> <p>Cover extends to incidents occurring in Great Britain and Northern Ireland.</p> <p>Claims are subject to an excess of £50.00 or £100.00, dependent upon the sum insured as confirmed in your Policy Schedule.</p>	<ul style="list-style-type: none"> • The excess which is payable by the insured; • Loss of sheets, ropes, packing materials, damaged securing chains or toggles; • Money and securities; • Jewellery, watches, furs, cameras, radios, televisions, record players, cassette players, video and other electronic equipment; • Personal belongings of the insured or of any vehicle drivers or attendants; • Property carried by or dispatched by the insured for hire or reward; • Damage to property arising as a result of packing which was inadequate to withstand normal handling during transit; • Damage caused to property in open vehicles owned or operated by the insured caused by atmospheric or climatic conditions unless the property is protected by vehicle sheets; • Damage to property caused by or arising from wear, tear, depreciation, deterioration, mildew, moth, vermin, manufacturer's defect, mechanical or electrical breakdown, failure or derangement unless external damage has occurred; • Property forming part of or attaching to the insured vehicle; • Claims where you have failed to check on property left in an unattended vehicle for more than 48 hours; • Claims that arise from your negligent act. • Claims for theft from the vehicle unless there is evidence of forcible and violent entry and/or exit.

IMPORTANT CONDITIONS – VEHICLE SECURITY REQUIREMENTS

Where property is left in an unattended vehicle:

All doors, windows and other openings must be left closed, securely locked and properly fastened and any additional security measures (e.g. vehicle alarm, where present) must be activated.

Where property is left in the vehicle overnight (between the hours of 10:00pm and 6:00am):

The vehicle must be secured as described above and must:

- be garaged in a building which is securely closed and locked or parked in a compound secured by locked gates; or
- the vehicle must be parked on your driveway off-road adjacent to your house.

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.

Where property is left in an unattended vehicle for long periods of time:

You must carry out a security check of the unattended vehicle every 48 hours whilst property is contained within it. If you are unable to check the vehicle every 48 hours you must remove the property from the vehicle.

LIMIT OF INDEMNITY

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 as confirmed in your Policy Schedule

EXCESS

£50.00 or £100.00, being the amount which shall be borne by the insured in respect of each and every claim arising out of any one event.

DURATION OF COVER

Twelve calendar months from the date of inception of this policy, as detailed on the Policy Schedule.

CANCELLATION RIGHT

This Policy may be cancelled in writing at any time by giving written notice to the insurance broker or agent that issued this policy to you. In the event of cancellation you will be entitled to a full refund of premium if the Policy is cancelled within the first 14 days or refund of a proportionate part of the premium corresponding to the un-expired period of insurance where the Policy is cancelled after the first 14 days. There will be no refund of premium if you have notified a claim during the period of insurance.

The insurer shall not be bound to accept the renewal of any insurance and may at any time cancel this policy by giving you 14 days' notice at your last known address. Provided that the premium has been paid in full you shall be entitled to a proportionate refund of premium in respect of the unexpired period of insurance.

MAKING A CLAIM

Claims should be notified to Qdos Broker & Underwriting Services Limited by calling 01455 852113 or by writing to:

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

HOW TO MAKE A COMPLAINT

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should contact:

The Nominated Complaints Handler
Qdos Broker & Underwriting Services Limited, Qdos Court,
Rossendale Road, Earl Shilton, Leicestershire LE9 7LY
Tel: 01455 850000 Fax: 01455 841000
Email: compliance@qdosconsulting.com

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

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South Quay Plaza, 183 Marsh Wall
Docklands, London E14 9SR
Tel: 0845 080 1800

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You can obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

DATA PROTECTION ACT

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.

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.