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CONTRACT OF INSURANCE

Introduction

Thank you for purchasing **Tools in Transit** insurance from Legal Protection Group Limited, who administer the policy on behalf of the **Insurer**.

This is **your Tools in Transit** policy document, and it provides evidence of the contract between **you** and the **insurer**.

This document forms part of **your** policy, together with any attaching **schedule**, endorsement(s) and/or statement of fact. These documents will give **you** full details of **your** cover and the obligations between **you** and **us** and the **insurer**.

Please carefully read all documents and contact the insurance intermediary who sold **you** this insurance if **you** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **you** inform the insurance intermediary who sold **you** this insurance of any inaccuracies or changes as soon as possible as failure to do so could adversely affect the terms of this insurance, including invalidating this policy or claims being rejected or not fully paid.

Please keep all documents in a safe place in the event **you** need to refer to its terms and conditions or make a claim.

Our obligation to you.

In return for **you** paying or agreeing to pay the premium, the **insurer** will pay up to the **maximum policy limit** for all **insured incidents** detailed in this policy wording, subject to its terms, exclusions, conditions and any endorsements provided that:

- (i) *the insured incident happens in the territorial limit;*
- (ii) *the insured incident happens during the period of insurance of this Tools in Transit policy; and*
- (iii) *the insured incident is reported to us within 30 days of the date of the incident.*

Legal Protection Group Limited a Registered Office

8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudge Way, Bristol BS35 3QH

Registered in England and Wales. Legal Protection Group Limited company number 10096688. Website: www.legalprotectiongroup.co.uk

Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Riviera Insurance Services Limited (firm reference number 786116). Riviera Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

This **Tools in Transit** insurance is underwritten by Alwyn Insurance Company Limited (the **insurer**). Further information concerning the **insurer** can be found in the **General information** section of this policy.

What to do if you need to make a claim

In the event of a possible claim, please contact the **Claims Administrator** within 30 days of the incident at: Bankstone Ltd, Holroyds Mill, Old Lane, Halifax, HX3 5WQ or by telephoning 0330 2020 660 or emailing claims@bankstone.co.uk with the following information:-

- Your name, address and postcode
- a daytime contact telephone number
- the Policy reference number
- the Scheme reference number – ALWBTEXXX
- crime reference number where the claim relates to a theft or malicious damage

The **Claims Administrator** will then advise You how to proceed with Your claim.

What to do if you need to make a claim continued..

Please note the following important information:

- a) In addition to the above information to supply, be ready to provide as much information as possible about what has happened which will help the **Claims Administer** to give the best possible advice and decide on the most appropriate form of assistance.
- b) Under no circumstances should **you** incur any other costs before **we** have agreed to help as the **insurer** will not pay any costs incurred without **our** agreement.
- c) **We** will not provide cover for any loss, theft or accidental damage to **your tools** where this event occurred or was known about before the start date of this insurance or within the first ten days of the start date of this insurance or is reported to **us** more than 30 days after the date **you** first knew about the claim.
- d) **You** must provide **us** with any receipts, documents or proof of purchase, that is reasonable for **us** to request, or **we** may refuse to consider **your** claim.

Meaning of words and terms

The following words or phrases have the same meaning wherever they appear in this policy document:

authorised person(s)	You or your employee(s)
claims administrator	Bankstone Ltd is responsible for handling claims under Your policy. Their address is Holroyds Mill, Old Lane, Halifax, HX3 5WQ.
excess	The amount shown on your policy schedule you must pay upfront when making a valid claim under this policy.
depreciation	This is a reduction in the value of the tools over time, due in particular to wear and tear. Depreciation under this policy is dealt with on the basis of 10% per year for each full year, with a maximum of 50% depreciation applied.
inception date	The date on which this policy commenced as identified in your schedule .
insured incident(s)	The date of theft or damage which leads you to make a claim under this policy
insurer	Alwyn Insurance Company Limited.
maximum policy limit	The most the insurer will pay for all insured incidents occurring during the period of insurance as identified in your schedule .
period of insurance	The period covered by this insurance as identified in your schedule , such a period not to exceed 12 calendar months.
schedule	The document issued to you alongside this Tools in Transit policy which provides confirmation of your details, the maximum policy limit , and the period of insurance .
territorial limit	The United Kingdom of Great Britain and Northern Ireland.
tools in transit	The following tools and equipment used in connection with the business which belong to you or for which you are legally responsible: <ul style="list-style-type: none"> a. Plant and machinery, including hired in plant and machinery b. Hand tools and portable power tools c. Ladders
we, us, our	Legal Protection Group Limited, who administer and manage this insurance on behalf of the insurer .
you, your	The person identified in the schedule who has purchased this Tools in Transit insurance and any joint policyholder named on the policy schedule or certificate of insurance.

Your policy cover explained.

What is Tools in Transit?

Tools in Transit Insurance is designed to reimburse **you** the cost of up to the **maximum policy limit** set out in **your schedule** for theft, damage or destruction of your tools, while they're being driven in your van, during loading or unloading, and even if they are kept overnight in your van, subject to security requirements (see page 6).

How do I qualify for cover?

To qualify for **Tools in Transit** you must be:

- a) a permanent resident within the **territorial limit**;
- b) aged 18 or over; and
- c) named as the policyholder or joint policyholder
- d) **your** vehicle for cover to apply must:
 - i) be registered with the DVLA;
 - ii) have no more than 7 (seven) seats, including the driver's seat;
 - iii) have a maximum gross vehicle weight no greater than 3.5t and be **your** own private vehicle.

Policy cover

What you are covered for	What you are not covered for
<p>Cover commences when the tools in transit are lifted by you or an authorised person(s) immediately prior to loading onto your vehicle and continues until it is placed in position (excluding erection, dismantling or installation) by you or an authorised person(s) at a destination including loading and unloading.</p> <p>a) If your tools in transit are stolen, destroyed or damaged whilst in your vehicle we will financially reimburse you their value less depreciation or replace them.</p> <p>b) If your tools in transit are stolen, destroyed or damaged during loading or unloading from your vehicle we will financially reimburse you their value less depreciation.</p> <p>c) We will insure your tools in transit up to the maximum policy limit insured which can be found on your Schedule of Insurance.</p> <p>d) This cover is limited to two claims in any period of insurance and the total amount we will pay for any claims in any one period of insurance will not exceed the maximum policy limit, subject to the deduction of depreciation and the excess shown in your schedule.</p>	<ol style="list-style-type: none">1. Your tools in transit are not covered for theft or attempted theft from any unattended vehicle where the vehicle has been left unattended and you have not checked the vehicle or your tools in transit in it for more than 24 hours.2. Loss, theft or damage of any sheet ropes, packing materials, securing chains or toggles;3. Loss, theft or damage caused by you deliberately damaging or neglecting the tools in transit;4. Damage arising from wear & tear, depreciation, deterioration, mildew, moth, vermin, manufacturer and/or latent defects, mechanical or electrical breakdown, failure unless external damage has occurred.5. Theft of laptops and/or mobile phones or sat navs, and/or any other mobile communications equipment.6. Theft of any money, securities, jewellery or anything other than your tools in transit.7. Any expense incurred as a result of not being able to use the tools in transit or any loss other than the repair or replacement costs of the tools in transit.8. Tools in transit whilst being towed on its own wheels or being driven under its own power.9. Fixtures or attachments to your motor vehicle are not covered under this policy

10. Liability of whatsoever nature arising from ownership or use of the **tools in transit**, including any illness or injury resulting from it.

11. Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.

12. Any damage to the vehicle carrying the **tools in transit**. "

Conditions applying to the cover:

1. Under Insurance

If, at the time of the incident giving rise to a claim under this insurance, the **tools in transit** being loaded upon, carried by, temporarily housed upon or being unloaded from the vehicle are valued in excess of the **maximum policy limit**, then **we** will only pay for loss or damage to the **insured** proportion. For example, if the **maximum policy limit** only covers one third of the cost of the **tools in transit**, **we** will only pay one third of the claim.

2. Motor Vehicle Security Requirement

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

a) The **tools in transit** have been concealed in a locked boot or cargo hold or other locked internal compartment and all **your** vehicle's windows and doors have been securely locked and fastened and the keys removed and unattached trailers have had anti-hitching devices put into operation. Any additional security measure must also be implemented.

b) Forcible and violent means have been used to gain access or entry to the vehicle. Evidence of this must be submitted with **your** claim.

3. Overnight Requirement

Between the hours of 10pm and 6am, unless **you** are undertaking work at a customer's premises and **your** vehicle is parked outside those premises, **your** vehicle must be:

- a) Parked in an area secured by a locked gate, or
- b) Parked in a locked and secure garage, or
- c) Parked in **your** off-road driveway next to **your** private home.

If these conditions cannot be met then **you** must park **your** vehicle in a well-lit area, on the same street as and clearly visible from the property in which **you** are residing that night.

If **you** do not comply with the above conditions, then **we** will not accept any claim for **your tools in transit** and **you** must remove **your tools in transit** from **your** vehicle overnight.

General exclusions applying to the whole policy

There is no cover for:

1) Disputes with us/the insurer

Any dispute with **us** or the **insurer** not otherwise dealt with under **condition 4** on page 7 of this policy.

2) Losses not directly covered

Any costs arising from losses which are not directly covered by this insurance including, but not limited to, loss of earnings or loss of profit if the **insured incident** results in **you** having to take time off work.

3) War, terrorism, radioactive contamination and pressure waves

Any claim resulting directly or indirectly from or in connection with:

- a) war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power;
- b) ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;

- c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
- d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

4) Sanctions

Any payment or provision of any other benefit under this policy if the **insurer** is prevented from doing so by any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America. The economic sanctions of the United States of America shall only apply where they do not violate European or local legal regulations.

General conditions applying to the whole policy

You must keep to these conditions as failure to do so may lead to **us** refusing a claim, withdrawing from a claim or cancelling this insurance (please refer to **condition 6** below).

1) Your obligations

You must:

- a) keep to the terms and conditions of this policy; and
- b) supply **us** with honest and accurate information when asked to do so.

2) Conduct of the claim

a) **You** must:

- (i) co-operate fully with **us** and provide any relevant information, documentation and evidence in connection with a claim when asked to do so; and
- (ii) keep **us** fully informed of any developments in connection with a claim.

b) **You** must not:

- (i) act in any way which obstructs **us** or hinders the progress of a claim; and
- (ii) incur any unnecessary costs or incur any costs without **our** prior written consent.

3) Other insurance and apportionment of costs

If the **Tools in Transit** insurance is also covered under an alternative insurance policy, or would have been covered if this insurance did not exist, the **insurer** will only pay their share of these costs.

4) Disputes with us

If there is a dispute between **you** and **us** over this policy, which cannot be resolved through **our** internal complaints handling process, **you** are entitled to seek a resolution through the Financial Ombudsman Service.

5) Your cancellation rights

a) Cooling-off period

You can cancel this insurance, without giving any reason, within 14 days of its **inception date** or within 14 days of receiving **your** policy documents, whichever is later.

If **you** wish to exercise this right, **you** must notify the insurance intermediary who sold **you** this insurance.

You will be entitled to a full refund of premium paid, provided that **you** have not made a claim under this insurance during the current **period of insurance**.

b) Outside the cooling-off period

You can cancel this insurance at any other time, subject to providing the insurance intermediary who sold **you** this insurance with 7 days' notice. As long as **you** have not made a claim under this insurance during the current **period of insurance** and subject to the terms of business between **you** and the insurance intermediary who sold **you** this insurance, **you** may be entitled to a partial refund of premium.

In the event of cancellation, the insurance intermediary who sold **you** this insurance may apply an administration charge. Please contact them for more information on any charges.

6) Our cancellation rights

a) General

We can cancel this insurance at any time, where there is a valid reason to do so, subject to providing **you** with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to:

- (i) **you** have failed to co-operate with **us** and this failure has significantly hindered **our** ability to deal with a claim or administer this insurance; and/or

(ii) a premium payment is due or a costs recovery is still outstanding by the end of the final deadline notified to **you**.

b) Fraudulent or dishonest claims

If **we** have evidence that **you** have made a fraudulent, dishonest or exaggerated claim, or have deliberately misled **us** when presenting relevant information in support of a claim, **we** reserve the right to cancel this insurance from the date of the alleged claim or misrepresentation and recover from **you** any **excess** already paid in respect of that claim, which the **insurer** otherwise would not have paid. **We** will also not refund any premium paid by **you**.

If fraudulent activity or false or inaccurate information is identified, **we** may, at **our** discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

7) Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this insurance.

8) Choice of law and Acts of Parliament

a) Unless otherwise agreed by **us** in writing, this insurance is governed by the laws applying to England and Wales.

b) Any Acts of Parliament or Statutory Instruments referred to in this insurance shall include equivalent legislation in Scotland and Northern Ireland and shall also include any subsequent amending or replacement legislation.

General information

The insurer

This insurance is underwritten by Alwyn Insurance Company Limited, P.O. Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar.

Registered in Gibraltar, number 106261. Authorised and regulated by the Gibraltar Financial Services Commission.

The Financial Services Compensation Scheme

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the scheme if the **insurer** cannot meet their obligations. This will depend on the circumstances of the claim.

Further information about the compensation scheme arrangements can be found on the FSCS website at www.fscs.org.uk

Data protection notice

In order to manage this insurance, claims handling, underwriting and other administrative duties, **we** may need to share personal information which has been given to **us** with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services to **us** or on **our** behalf. **We** will only request necessary information from **you** and will only use it and disclose it in the course of arranging and administering this insurance.

Any personal information **we** hold about **you** will be retained by **us** for a period of seven years after this insurance expires and, in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes **we** may need to send **your** personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by **us**.

In arranging and managing this insurance and administering claims, **we** will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose **your** personal data to any other person or organisation without **your** consent.

You can find full details of **our** privacy policy on **our** website www.legalprotectiongroup.co.uk

More information on the Data Protection Act and the principles in place to protect personal information can be found on the Information Commissioner's Office website <https://ico.org.uk/>

You have a right to obtain information **we** hold about **you**. This is called a Subject Access Request and in order to obtain such information, please write to:

The Data Protection Officer, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgey, Bristol BS35 3QH

If **you** have a concern about the way **we** have handled **your** personal data, then **you** have the right to report this to the Information Commissioner's Office:

Website: <https://ico.org.uk/concerns/>

Phone: **0303 123 1113** (lines are open Monday to Friday 9am to 5pm)

Email: casework@ico.org.uk

General information (continued)

What to do if you have a complaint

We are committed to providing **you** with excellent customer service, but **we** accept that occasionally things go wrong. **We** take all complaints seriously and have a commitment across **our** business to treat all customers fairly. Where **we** have made a mistake, **we** want to put things right quickly.

If **you** are not happy with the standard of service provided by **us**, please let **us** know:

- **Email:** complaints@legalprotectiongroup.co.uk
- **Phone:** **0333 700 1040** (lines are open Monday to Friday 9am to 5pm)
- **Post:** **Customer Service Department, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgey, Bristol BS35 3QH**

As soon as a complaint is received:

All complaints will be acknowledged in writing within five business days of receipt. If the complaint can be resolved within five business days, **our** letter will also outline the result of **our** investigation.

If **our** investigation is not resolved within five business days, **we** will aim to respond within four weeks of receiving the complaint.

If the complaint is about another party, such as a law firm who is acting on **your** behalf, **we** will refer details of the complaint to that other party and confirm this course of action to **you** in writing.

After we have investigated the complaint:

We will write to **you** immediately notifying **you** of the outcome of **our** investigation. **We** will also advise that if **you** are not satisfied with the outcome, **you** may refer the matter to the Financial Ombudsman Service within the next six months*.

If we cannot resolve the complaint within 4 weeks:

We will write to **you** and inform **you** that **our** investigation is continuing, giving the reasons for the delay and a date by which **we** expect to be able to contact **you** again.

If we cannot resolve the complaint within 8 weeks:

We will inform **you** of the reasons for the further delay and advise that if **you** are not satisfied with **our** progress then **you** may refer the complaint to the Financial Ombudsman Service within the next six months*.

*If **you** do not refer **your** complaint within the six-month period, the **insurer** will not permit the Financial Ombudsman Service to consider **your** complaint and will only be able to do so in very limited circumstances such as where they believe that the delay in notifying **your** complaint was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted:

- **Email:** complaint.info@financial-ombudsman.org.uk
- **Phone:** **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones)
- **Post:** **Financial Ombudsman Service, Exchange Tower, London E14 9SR**

You can also visit www.financial-ombudsman.org.uk and follow the guidelines on how to complain and to also check their eligibility criteria.

Important: This complaints notification procedure does not affect your right to take legal action.

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Head and Registered Office:

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