



INSURANCE

Tools in Transit Policy

This insurance policy has been arranged on **your** behalf by Motorplus Limited t/a Coplus and is underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. This cover is provided to **you** in return for payment of the premium.

Policy Wording

Who does it cover?

The person named on the policy schedule

What criteria apply?

- Following theft or attempted theft of **your property**, there must be visible evidence of forcible and violent entry to **your vehicle** in order to gain access to the **property**.
- **Your property** must be fully hidden from view (for example in a locked boot, locked internal compartment or cargo hold) in order for **your** cover to operate.
- **Your property** must be kept and used for work within the **territorial limits**.

Important information

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let **your** insurance broker know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct; and
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

This policy must be read together with **your** current schedule, insurance product information document and any endorsements or certificates. These items together form **your** contract of insurance.

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How to make a claim

To notify a claim please call **our** claims department immediately on **0333 241 9553**.

Please quote "Tools in Transit" in all communications.

Our claims line is open 24 hours a day, 365 days a year to assist **you**.

Or **you** can write to **us** at:

Coplus
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA

Your details will be passed to **our** claims team who will handle **your** claim. Any queries in relation to **your** claim, after the initial notification, should be directed to the claims team.

How to make a complaint

We hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please follow the procedure below.

If **your** complaint relates to the sale of this policy, please contact **your** insurance broker.

If **your** complaint relates to a claim, please contact **us** at:

Coplus Complaints Department
MB&G Insurance Services Ltd
Cobalt Business Exchange
Cobalt Park Way
Wallsend
NE28 9NZ
Telephone: 0191 258 8187

If your complaint about your claim cannot be resolved by the end of the third working day, your complaint will be passed to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ
Tel: 0345 218 2685 or Email: customerrelations@ukgeneral.co.uk

If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and **you** have fewer than 10 members of staff. **You** can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Telephone: 0800 023 4 567 or Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Motorplus Limited t/a Coplus and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from https://register.fca.org.uk/ShPo_FirmDetailsPage?id=001b000003ejWCjAAM

Privacy Statement

For full details of how **we** protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this policy. The Privacy Statement can also be viewed online by visiting <https://www.coplus.co.uk/data-privacy-notice>

Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored and/or recorded.

Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent **money** laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

Renewal procedure

The term of **your** Tools in Transit policy is one year. The **period of insurance** will end exactly one year after inception unless **you** renew **your** policy. If **you** wish to renew this insurance policy please contact **your** insurance broker who will be able to discuss **your** requirements.

Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this policy.

Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by the named **insured**. A person who is not a named **insured** has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

Your Agreement with Others

This contract of insurance is personal to **you** the policyholder, and the **insurer**.

We will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation.

You may not assign any of the rights under this policy without the **insurer's** express prior written consent.

Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Great Lakes Insurance SE cannot meet its obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

Use of Language

Unless otherwise agreed, for the purposes of this insurance contract the language used will be English.

Other formats

If **you** require this document in any other format please do not hesitate to contact **us**.

General definitions

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in **bold** throughout the policy.

Excess: The first £100 of each and every claim

Insurer: UK General Insurance Limited, who is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Insurance SE.

Money: Coins and bank notes used as legal tender, postal and money orders, luncheon vouchers,

cheques and traveller's cheques, trading and saving stamps, savings bonds and certificates, travel tickets, gift vouchers, current postal stamps (which do not form part of a collection), debit and credit cards, banker's drafts, giros, unused units in franking machines, sales vouchers or purchase invoices, credit tokens or credit top-up cards.

Overnight:	Between the hours of 22:00 and 06:00 GMT.
Period of Insurance:	The duration between the policy start date, when cover commences and the policy end date, as noted on your policy schedule.
Property:	Equipment and/or merchandise belonging to you or for which you are responsible and are used or required for your business or other activities, for example; 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 .
Sum Insured:	A claims limit of £2,500 in respect of any claim and in the aggregate for all claims made during any period of insurance .
Territorial Limits:	The United Kingdom (England, Scotland, Wales, Northern Ireland) the Isle of Man and the Channel Islands.
Terrorism:	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
Vehicle:	The motor car, van, horsebox or trailer (which is enclosed on all sides and can only be entered via forcible and violent means) which is owned by you and insured by you via a separate motor insurance policy, in which you transport and keep your property .
We/Us/Our:	Motorplus Limited t/a Coplus
You/Your:	The person named as the policyholder on the schedule for this policy and who owns the property which is being insured .

Cover

Upon payment of the premium *the insurer* will indemnify **you** in respect of damage or theft of **your property**, during the **period of insurance** and within the **territorial limits**.

At their option, and subject to the **sum insured** selected, the **insurer** will either:

- Pay the cost of replacement **property** as new; or
- Pay the cost of repair of **your property**

Your property is covered by this policy whilst it is being loaded on or into, carried or transported by, or temporarily stored in or unloaded from **your vehicle**.

In respect of theft claims, the **insurer** will pay **your** claim:

- i) where there is visible evidence of forcible and violent entry to **your vehicle** in order to gain access to the **property**; and
- ii) **your property** must be fully hidden from view (for example in a locked boot, locked internal luggage compartment or cargo hold) in order for theft cover to operate.

The maximum amount the **insurer** shall pay in respect of any one claim shall be the **sum insured** noted on **your** policy schedule. In the event of a claim **you** are responsible for the payment of any outstanding premium for the policy **period of insurance**, before the claim is settled.

Conditions applying to the Cover Section

General Security Condition

You must ensure that **you** have taken precautions to secure and look after **your property** in order to try and prevent, or lessen, any loss or damage which might occur and lead to a claim under this policy, including but not limited to:

- a) Ensuring that **you** do not leave **your property** unattended (where **you** cannot see it or reach it within arms' length), when **your vehicle** is unlocked, or when **you** are loading or unloading from **your vehicle**;
- b) Ensuring that **property** which **you** are transporting or carrying in **your vehicle** is securely fastened down or

attached or contained where possible, to prevent damage to the equipment in the event of sudden braking.

Vehicle Security Conditions

Please note that in order to be covered by this policy, **you** must observe all of the following security conditions. If **you** do not comply with these and an event occurs which leads to a claim, then this may mean that the **insurer** cannot pay **your** claim.

- 1) Where **your vehicle** is left unattended:
 - a. Any **property** which **you** have temporarily left in the **vehicle** must be fully hidden from view in a locked boot, locked internal compartment or cargo hold. All of the doors and windows of **your vehicle** must be properly closed, locked and all available security measures – such as a **vehicle** alarm – must be activated.
 - b. **You** must undertake a visible check of **your vehicle** at least every 48 hours, whilst **you** are temporarily storing **property** within it.
- 2) Conditions applying when **your vehicle** is parked or stored **overnight**

In addition to the above conditions:

- a. **You** must secure **your vehicle** in a locked garage or a building which is locked and secured; or
- b. **You** must secure **your vehicle** in a compound which is locked and secured; or
- c. **You** must park **your vehicle** on the private off-road driveway which is immediately adjacent to **your** main residence.

If **you** are unable to comply with any of the above conditions then **your property** should be removed from the **vehicle**, as the **insurer** will not pay any claim where **you** have not met these requirements.

General Conditions

1. Claims

For **us** to be able to validate **your** claim, **you** must provide **us** with all necessary information that **we** may require, (including but not limited to):

- a valid crime reference number if **your property** has been stolen; or
 - provide proof of ownership of **your property**.
- i. **We** may take possession of the damaged **property** and deal with any salvage in a reasonable manner. However, **you** must not abandon damaged **property** to **us**;
 - ii. If at the time of the claim **you** are found to have any other insurance which also provides cover for **your property** for the loss, theft or damage which has occurred, **we** shall only pay a proportionate share of **your** claim;
 - iii. **We** may at **our** own expense take such proceedings as **we** think fit, in **your** name, to enforce any rights and remedies against or obtain relief or indemnity from other parties to which **you** shall be or may become entitled or subrogated under this policy. **You** shall at **our** request and expense, do such acts and things as may be reasonably required by **us** for that purpose.

2. Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

You may cancel the insurance cover after 14 days by informing **your** insurance broker, however no refund of premium will be payable.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 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:

- a) Where the **insurer** reasonably suspects fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **we** or **your** insurance broker ask.

If the **insurer** cancels the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid

for the cancelled cover, less a proportionate deduction for the time the **insurer** has provided cover.

Where the **insurer's** investigations provide evidence of fraud or misrepresentation, the **insurer** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and the **insurer** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with the **insurer**, as well as other insurers, in the future.

3. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 2. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

4. Fraudulent Claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or **damage you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated then **we** will not pay any benefit under this **policy** or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

5. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

6. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

7. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

General Exclusions

The following exclusions apply to all sections of this insurance policy:

- 1) The **excess**, which will be payable by **you**;
- 2) Any claim where **you** have not complied with the **vehicle** security requirements, as detailed in the 'Cover – **Vehicle** Security Conditions' section of this policy or any other policy terms and conditions;
- 3) Any other costs which are directly or indirectly caused by the event which led to **your** claim, unless specifically stated in this policy;
- 4) Any claim where **you** have not checked **your property** for more than 48 hours when it has been temporarily stored in **your vehicle**;
- 5) Any loss or damage to ropes, chains, toggles, packaging or packing material or sheets;

- 6) Any claim in respect of **property** which is stored in a rental warehouse or which is being stored under a contract for storage and distribution;
- 7) Any claim in respect of **money**;
- 8) Any claim in respect of electronic equipment which is not **property** directly connected to carrying out **your** work – (including but not limited to mobile phones, portable computers or tablets, satellite navigation systems, radios, televisions and cameras);
- 9) Any claim in respect of watches, furs, jewellery, stamp or coin collections, pictures and other works of art, articles of gold or silver or other precious metals;
- 10) Any claim where **you** are carrying **property** or loading or unloading **property** for hire and reward;
- 11) Any claim in respect of **property** which forms part of, or is attached to, **your vehicle**;
- 12) Any claim which occurs outside of the **period of insurance**;
- 13) Any claims which occurs outside of the **territorial limits**;
- 14) Any claim where the damage is the result of wear and tear, depreciation, deterioration or any other gradually operating cause (including but not limited to damage caused by mould, mildew, vermin, rust and moth, atmospheric and weather conditions);
- 15) Any manufacturer's defect, mechanical or electrical breakdown or sudden failure or stoppage unless there is external visible damage which supports the sudden failure or stoppage;
- 16) Any damage to **property** as a result of the **property** being inadequately protected due to packaging which was insufficient to withstand ordinary handling during transport or carrying;
- 17) Any damage to **property** loaded in or on to **your vehicle**, if it is open to the elements, where that damage has been caused by weather conditions unless the **property** was adequately protected by sheets or covers;
- 18) Any claims where **you** have not taken precautions to protect **your property** against theft or damage, or any claims involving negligence on **your** part;
- 19) The Value Added Tax (VAT) element of any claim where **you** are registered with HM Revenue & Customs for VAT;
- 20) Claims arising from damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- 21) Loss of market, loss of profits, delay, or any indirect loss;
- 22) 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.
- 23) Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to **property** by or under the order of any government, local or public authority.
- 24) Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable 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.

For the purposes of this policy, Computer Virus shall mean 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.