



Tool Cover Policy Wording

THE INSURER

Thank **you** for choosing Insure 2 Drive. Insure 2 Drive is a trading name of Sabre Insurance Company Limited.

This insurance is underwritten by Sabre Insurance Company Ltd, Registered in England no. 2387080. Registered Office: Sabre House, 150 South Street, Dorking, Surrey RH4 2YY. Sabre Insurance Company Ltd are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. FCA number 202795.

IMPORTANT

Please keep this **policy** document, together with **your policy schedule** and Insurance Product Information Document (IPID), in a safe place so **you** can read it again if **you** need to. **You** can only take out this insurance if **you** have purchased a **Commercial Vehicle** insurance **policy** with Insure 2 Drive.

Customer Service enquiries: 0333 241 4343

Email: customer.services@insure2drive.co.uk

24hr Claims Hotline: 0330 024 8048

CHOICE OF LAW

This contract shall be subject to the law of England and Wales unless **you** are a resident of Scotland, Northern Ireland or the Isle of Man, in which case the law of that country will apply. Any reference to European Law or Regulation will include any equivalent and/or subsequent UK Law or Regulation.

INTRODUCTION

This insurance is an optional extension of cover under **your Commercial Vehicle** insurance **policy** and if **your Commercial Vehicle** insurance **policy** is cancelled or not renewed, all cover under this insurance will end.

In return for the payment of **your** premium **we** will provide insurance for **tools** during the period of cover as stated in the **schedule** subject to the terms, conditions and limitations shown below or as amended in writing by **us** and during the period of cover.

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DEFINITIONS

Commercial Vehicle - A mechanically propelled **vehicle** as defined in Section 185 of the RTA which does not exceed 3500kg if constructed or adapted for use for the conveyance of goods or **tools** in connection with a business or trade.

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

Employees - Any person under a contract of service with **you**, or any self-employed individual providing **you** with labour only services, or any person hired to or directed by **you**.

Insured vehicle/vehicle - The **vehicle** listed in and **insured** under the **motor insurance policy**.

Motor insurance policy/policy - The contract of insurance between **us**, the **insurer** and **you**, the **policyholder**.

Period of insurance – The duration of this **policy** as shown in the **schedule**.

Policyholder – The person or company in whose name the insurance **policy** is held.

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**.

Schedule - The **schedule** should be read in conjunction with the **policy** wording and Insurance Product Information Document (IPID) provided. It provides details of **you**, **us**, the **vehicle**, cover, endorsements, premium and excesses where applicable.

Sum Insured – the maximum amount payable by **us** in respect of any one claim in respect of **tools**.

Tools - equipment, devices and machinery used in the normal course and scope of a person's profession, trade or occupation.

Great Britain - United Kingdom of **Great Britain**, Northern Ireland and the Isle of Man.

Unattended - Not within **your** or an **employee's** sight at all times unless on **your** driveway, private property or business premises.

We/us/our/insurer –Sabre insurance Company Ltd trading as Insure 2 Drive.

You/your/insured - The person whose name is shown on the **policy schedule** as the **insured** person.

What we will cover

If **tools** are stolen, destroyed or damaged whilst in **your vehicle** we will meet the cost of replacing them up to the value of £500. Proof of purchase will be required at point of claim.

This cover is limited to two claims in any 12 month period.

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

Policy Conditions

Vehicle Security Requirement

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

- a) The **tools** have been concealed in a locked boot or cargo hold or other locked internal compartment and all the **vehicle** windows and doors have been securely locked and fastened and the keys removed.
- b) Forcible and violent means have been used to gain access or entry to the **vehicle**. Evidence of which must be submitted with **your** claim.

What we do not cover

The **policy** will not pay out for the following:

- a) **Tools** are not covered for theft or attempted theft from any **unattended vehicle** where the **vehicle** has been left **unattended** or unchecked for a period exceeding 72 hours;
- b) any expense incurred as a result of not being able to use the **tools** or any loss other than the repair or replacement costs of the **tools**;
- c) damage or loss of money, credit cards, securities, jewellery, documents of any kind or anything other than **tools**;
- d) damage or loss of personal effects belonging to **you**, **your employees** or any member of **your** household such as laptops and/or any other mobile **electronic equipment**;
- e) damage or loss of sheets, ropes, packing materials, damaged securing chains or toggles;
- f) loss or damage to **property** arising as a result of packing which was inadequate to withstand normal handling during transit;
- g) 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;
- h) damage arising from wear and tear, depreciation, deterioration, mildew, moth, vermin, manufacturer and/o latent defects, mechanical or electrical breakdown, failure unless external damage has occurred;
- i) War – 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;
- j) Radiation – any direct or indirect consequence of:
 - i. irradiation or contamination by nuclear material; or
 - ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - iii. any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- k) Terrorism – any direct or indirect consequence or terrorism as defined by Part 1 of the Terrorism Act 2006 and any amending or substituting legislation.
- l) this **policy** does not provide cover for any consequence of risk or civil commotion or malicious act (other than by fire or explosion) occurring outside **Great Britain**, Northern Ireland and the Isle of Man.
- m) Sonic boom damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- n) any loss or damage other than the cost of replacing the **tools**, arising from theft or from any other cause whatsoever.
- o) liability of whatsoever nature arising from ownership or use of the **tools**, including any illness or injury resulting from it.
- p) Electronic data – any consequence, however caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, altered or otherwise corrupted, for the purposes of this **policy**, Electronic Data shall mean 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. 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.

- q) Value Added Tax (VAT) where **you** are registered with HM Revenue and Customs for VAT.
- r) any damage to the **vehicle** carrying the **tools**.
- s) **We** shall not be liable for any, death, bodily injury, loss or damage as a result of interference, malfunction or failure, either accidental or deliberate, with any electronics, computer systems or artificial intelligence systems as a result of an act of cybercrime or a similar malicious act.

Conditions and limitations

The following conditions apply to **your policy**:

- 1) this insurance only covers **tools** in transit within **your vehicle** and used within **Great Britain**.
- 2) **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.
- 3) in the event of any claim **you** are responsible for the payment of any outstanding premiums.
- 4) **you** cannot transfer the insurance to someone else or include any other **tools** without **our** written permission.
- 5) cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or insurance.
- 6) if the terms of the original contract of **motor insurance policy** are not met, a claim under this **policy** will not be dealt with.
- 7) if **you** or anyone representing **you** makes a claim, a statement about a claim or part of any claim that is fraudulent, false or exaggerated **we** may cancel **your policy** from the date of the fraudulent act and not return any premium paid.
- 8) 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.
- 9) Cover does NOT include the cost of any undamaged items that may be part of a set, or match, the damaged item.
- 10) This is NOT a 'new for old' **policy**. Depreciation or loss in value of **property** is not covered.
- 11) 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.

Cancellation

If **you** decide that for any reason, this **policy** does not meet **your** insurance needs then please advise **us** within 14 days from the day of purchase or the day on which **you** receive **your policy** documentation, whichever is the latter. A full refund will be given subject to no claims.

You may cancel the insurance cover at any time by informing **us** in writing, by phone or by email, however, no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance **policy** 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 or email address. Valid reasons may include but are not limited to:

- a) where **we** reasonably suspect fraud;
- b) non-payment of premium;
- c) non-compliance with **policy** terms and conditions;
- d) **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Consumer Insurance Act 2012 and the Insurance Act 2015

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 and the Insurance Act 2015 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
- 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.

Claims Procedure

You must:

- notify **us** on the Claims hotline - 0330 024 8048 or report the claim on **our** website <https://insure2drive.co.uk/claims/make-a-claim/> as soon as possible but in any event within 28 days of discovery of any incident likely to give rise to a claim under this insurance;
- report the theft of any **tools** to the Police within 48 hours of discovery and obtain a crime reference number in support of a theft claim;
- provide a copy of the purchase or hire receipt for the items **you** are claiming for. Failure to provide a receipt for **tools** in transit will result in **your** claim being refused;
- provide evidence of forced entry for claims relating to theft from **vehicle**.

Fraud Prevention

Fraudulent claims are a serious problem for **insurers** and any costs arising from such activity are inevitably passed on to honest **policyholders**. In order to protect **your** interests and the interests of the vast majority of **our policyholders**, **we** fully investigate all claims, and where Fraud is detected **we** report to the authorities under the Proceeds of Crime Act 2002 (POCA).

Insurers pass information to the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register, run by Motor **Insurers' Bureau** (MIB). The aim is to help **insurers** to check the information provided and also to prevent fraudulent claims. When **your** request for insurance is dealt with, the registers will be searched. Under the conditions of **your policy**, **we** must be told about any incident (such as an accident or theft) that may or may not give rise to a claim. In the event of a claim the information **you** supply together with any other information relating to the claim, will be put on the register and made available to participants. It is **our** practice to co-operate fully with the Police authorities in the detection and prosecution of those involved in fraud.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit related or other facilities.
- managing credit and credit related accounts or facilities & recovering debt.
- checking details on proposals and claims for all types of insurance.
- checking details of job applicants and **employees**.

Please contact **us** on **0330 024 4773** if **you** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

You may report information confidentially in respect of bogus/fraudulent claims to the Cheatline on 0800 422 0421. The Cheatline is manned 24 hours a day. Alternatively, fraud can be reported online to the Insurance Fraud Bureau (IFB) at <https://www.insurancefraudbureau.org>.

All information can be reported anonymously and will be treated in the strictest confidence. The Cheatline is manned by experienced fraud investigators who may share the information with other interested parties such as the **insurer** concerned (if known). Savings obtained from information provided to the Cheatline will help to reduce insurance premiums. More information can be provided if requested.

Complaints

What to do if you wish to complain

Our goal is to give excellent service to all of **our** customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all of **our** customers' problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome **your** feedback. **We** will record and analyse **your** comments to make sure **we** continually improve the service **we** offer.

What will happen if you complain?

Your complaint will be acknowledged within two working days, **we** aim to resolve all complaints within five working days. Once an assessment and full investigation of **your** concerns has been made, **we** will respond with a decision. Most of **our** customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update and give **you** an expected date of response. An investigation of **your** complaint will be carried out at a senior level and a final decision made.

If **you** are dissatisfied with **our** final decision, **you** can refer the matter to the Financial Ombudsman Service (FOS). The FOS will only consider **your** complaint if **you** have given **us** the opportunity to resolve it, and **you** are a private **policyholder**, so please follow the steps below. If however, **we** do not resolve **your** complaint within 40 working days, the FOS will accept a direct referral. Whilst **we** are bound by the decision of the FOS, **you** are not. If **you** continue to remain dissatisfied, **we** would recommend that **you** take independent legal advice. Following the complaint procedure in this **policy** does not affect **your** right to take legal action.

The Next Steps

Step 1

Seek resolution by contact with **us**

If **you** are disappointed with any aspect of the handling of **your** insurance **we** would encourage **you** to contact the department concerned. **You** can write, email or telephone, whichever suits **you**, and ask **us** to review a problem. An investigation of **your** complaint will be carried out at a senior level and a final decision given.

Step 2

Refer **your** complaint to the Financial Ombudsman Service.

Online dispute resolution

If **you** have already contacted **us** and **we** have not resolved **your** complaint to **your** satisfaction, **you** may wish to use the European Commission's Online Dispute Resolution service, <https://ec.europa.eu/consumers/odr/main/>. This is an online portal designed to help customers who have bought goods or services online to conduct dispute resolution, in any language of the European Union, which will then be forwarded to the Financial Ombudsman Service.

Alternatively, **you** may want to contact the Financial Ombudsman Service directly at the address below:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR

From landlines call: 0800 023 4567

From mobiles call: 0300 123 9123

Website: <http://www.financial-ombudsman.org.uk/>

Financial Services Compensation Scheme (FSCS)

You are covered by the Financial Services Compensation Scheme (FSCS) and may be entitled to compensation from the scheme if **we** cannot meet **our** financial obligations. This depends on the type of insurance **you** have and the circumstances of **your** claim. Further information about compensation scheme arrangements is available from the FSCS by visiting the FSCS website at <https://fscs.org.uk> or by phoning 0800 678 1100 or writing to:

Financial Services Compensation Scheme
10th Floor, Beaufort House
15 St Botolph Street
London
EC3A 7QU

Data Protection

We are governed by the Data Protection Act (DPA) and the General Data Protection Regulation (GDPR), legislation which is applicable to the **United Kingdom**. Under this legislation **we** have to advise **you** how **we** may use **your** details and tell **you** about the systems that **we** have in place to detect and prevent fraudulent applications and claims. Information **you** supply may be used by **us**, **our** associated companies and agents and by reinsurers for the purposes of administering **your policy**. This information may be disclosed to other regulatory bodies for the purposes of monitoring and/or enforcing **our** compliance with any regulatory rules or codes.

Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In order to assess the terms of the insurance contract or administer claims that arise, **we** may need to collect data that the DPA and GDPR define as sensitive (such as driving licence information, medical history or criminal convictions). In assessing, investigating, handling and administering any claims made, **we**, or **our** agents or investigators appointed by **us** to assist in the processing of any claim **you** have presented may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy or repossessions) and DVLA. These checks may also be carried out at the new business and/or renewal stage. **We** may review certain personal data and sensitive personal data about **you** and also the driver of **your vehicle** who was involved in the incident giving rise to the claim, if different. Such personal data and sensitive personal data may include names, addresses, telephone numbers, occupations, genders, dates of birth, driving licence details, details of any relevant accidents (including details of medical histories), details of thefts and details of criminal convictions or endorsements. This information may also be used for the purposes of crime prevention in connection with claims, (e.g. the prevention of theft and/or fraud), assessing liability in respect of claims and to ensure that claims have been properly represented.

Information may also be shared with other **insurers** either directly or via those acting for **us** (such as loss adjusters or investigators). **You** should show this notice to any driver covered or proposed to be covered under this **policy**. By purchasing this **policy you** signify **your** explicit consent and the explicit consent of all relevant drivers to such information being processed by **us** and **our** agents and investigators for the purposes set out above. With limited exceptions, **you** and any relevant third party noted in this paragraph have the right to access and, if necessary, rectify information held about **you**. **Our** full privacy policy can be found at <https://insure2drive.co.uk/privacy-policy>.

Insure 2 Drive is a trading name of Sabre Insurance Company Limited. Any reference to *Insure 2 Drive*

in this letter will mean Sabre Insurance Company Limited as the ultimate insurer

Registered and Administrative Office: Sabre House, 150 South Street, Dorking, Surrey RH4 2YY; Registered in London No: 2387080
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