



Tools and Equipment Insurance

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Introduction

Welcome and thank **You** for choosing Great American International Insurance (UK) Limited as **Your** insurance provider. **We** are a regulated UK insurance company and **Our** details are provided later in this document.

This insurance is arranged and administered by Quotall (IS) Limited who is the **Policy Administrator** and can be contacted at sgs@quotall.com or by calling 0345 548 1666. Quotall (IS) Limited is a wholly owned subsidiary of Quotall Limited and an Appointed Representative of Movo Partnership Ltd who are directly authorised and regulated by the Financial Conduct Authority, authorisation number 823503.

The **Claims Administrator** is Great American Europe Limited and can be contacted via claimsuk@gaig.com or 01179 151119.

About This Insurance

You are now covered for repair or replacement costs in the event **Your Tools** suffer **Accidental Damage** or **Theft**, subject to the terms and conditions detailed within this policy. Please refer to **Your Policy Schedule** which details the level of cover provided by this policy.

This policy document contains the features and benefits, terms and conditions and exclusions that apply to each individual section of cover and the general conditions and exclusions that apply to all sections of cover.

Please read this policy document and **Your Policy Schedule** carefully to check what is covered and to ensure this meets **Your** demand and needs. If **You** need to change any information which **You** have provided, **You** must contact the **Policy Administrator**, immediately at sgs@quotall.com or by calling 0345 548 1666.

From the inception date of **Your** policy, **You** have 14 days to review the policy and consider its full terms. If **You** are not totally happy with the policy and have not made a claim during that period, simply write to the **Policy Administrator** requesting that the policy is cancelled and any monies paid will be returned. We will then cancel **Your** insurance. After this 14 day period **You** may cancel this policy at any time however the refund of premium or premium due will be calculated as detailed in section 13 of General Conditions.

Your Demands and Needs

We have not provided **You** with a personal recommendation as to whether this product is suitable for **Your** needs so **You** must decide yourself whether it is or not. **You** have made a decision based on the information made available to **You**. This policy meets the demands and needs of those who wish to insure their **Tools** against **Accidental Damage** and **Theft**.

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Your Policy

This policy is underwritten by Great American International Insurance (UK) Limited (Registered in England No 02714031) with its registered office at One Temple Quay, Temple Back East, Bristol, BS1 6DZ. Great American International Insurance (UK) Limited is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority (Financial Services Register No 202874).

Your policy is arranged and administered by Quotall (IS) Limited, which is an Appointed Representative (FCA Number 1005895) of Movo Partnership Ltd, who are authorised and regulated by the Financial Conduct Authority (FCA number 823503). Its registered address is 30 High Street, Chislehurst BR7 5AS, United Kingdom.

You can check the above details on the Financial Services Register by visiting www.fca.org.uk.

Claims are administered by Great American Europe Limited (Registered in England, Company No. 11231739) with its registered office at One Temple Quay, Temple Back East, Bristol, BS1 6DZ.

This policy is a legal contract between **You** and **Us**. Please keep this document in a safe place as **You** will need it if **You** make a claim.

General Terms and Conditions

This policy has been issued for **Your Tools** as shown in **Your Policy Schedule**.

Payment of Premium

Your premium payment is due in full at the time **You** purchase the policy.

Definitions

The words below have a specific meaning and will appear throughout this policy in bold type. For ease of reference these definitions have been placed in alphabetical order.

Accidental Damage means the unintentional damage, breakage or destruction of the **Tools** caused by a sudden or unforeseen external event, such that the **Tools** are unusable.

Administrator may refer to your **Policy Administrator** or **Claims Administrator**:

Claims Administrator: Great American Europe Limited (Registered in England No 11231739) with its registered office at One Temple Quay, Temple Back East, Bristol, BS1 6DZ.

Consequential Loss means a loss or cost incurred by You as a result of the event which led to Your claim, including but not limited to a loss of earnings or profit from being unable to use the Tools.

Period of Insurance means the period of this policy as indicated on **Your Policy Schedule**.

Policy Administrator: Quotall (IS) Ltd, (Registered in England No 15206057) with its registered address at C/O Hillier Hopkins LLP, First Floor, Radius House, 51 Clarendon Road, Watford, Hertfordshire, United Kingdom, WD17 1HP, United Kingdom.

Policy Schedule is the separate document **We** send **You** that includes details about **You** and what **You** are covered for.

Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Theft means the taking away or attempted taking away of **Your Tools** without **Your** consent with evidence of force.

Tools means powered and non-powered equipment and hand-held tools including hand-held toolboxes and tool bags belonging to **you** or **your employee** purchased new and as described in the **Policy Schedule**.

We, Us, Our, Insurer means Great American International Insurance (UK) Limited.

You, Your, Insured means the person, people (either acting in partnership or on behalf of an unincorporated organisation) or the company as shown on the **Policy Schedule**.

What is Covered

Accidental damage to, or **theft** of **Tools** occurring whilst in **your** custody or control during the period of insurance within the United Kingdom.

We will, at our sole discretion, settle a covered claim by repairing or replacing the **Tools** but in no event will we pay more than the purchase price as specified in the **Policy Schedule**.

The most **we** will pay for any one item of **tools** is:

- a) where the item is stolen or damaged beyond economical repair the value to replace the item in a condition equal to but not better than its condition when new.
- b) where the item is repaired the amount required to return the item to a working condition substantially the same as immediately before the occurrence of theft or damage.

less any discounts available to **you** or **us**.

Damage to or theft of accessories will be covered to the extent that they form part of the original purchase of the **Tools**, are stolen or damaged at the same time as the **tools** and appear in the **Policy Schedule**.

Repairs must not be completed without the prior consent of the **Claims Administrator**. Failure to obtain repair authorisation in writing from the **Claims Administrator** may result in **Your** claim being rejected. Repairs must be carried out by our nominated repairer and any unauthorised repairs will not be covered.

Full details of what is covered can be found in the individual cover sections below:

Accidental Damage Cover

What is Covered



We will pay repair costs if the **Tools** suffer **Accidental Damage**.

Note: If **We** are unable to arrange repair of the **Tools**, or where the cost of repair would exceed the cost of replacement, **We** will provide a like-for-like replacement of the **Tools** or a voucher for the cost of an equivalent replacement entirely at our discretion. We will arrange collection or delivery to return the damaged Tools with no charge anywhere in mainland Britain subject to a maximum weight of 50Kg.

What is Not Covered



1. The **excess** as shown in **Your Policy Schedule**.
2. **Accidental Damage** to any accessories except where the accessories form part of the original purchase, are damaged at the same time and in the same event as the **tools** and appear in the **Policy Schedule**.
3. Electrical or mechanical breakdown of the **tools** or any internal failure not caused by external accidental damage.
4. A manufacturing defect or the recall of the **Tools** by the manufacturer or supplier.
5. **Accidental Damage** from repairs or replacements carried out by persons not authorised by **Us**.
6. Deliberate damage to, or neglect of, your **Tools** or not taking reasonable precautions.
7. Any costs or **consequential loss** suffered by **You** as a result of not being able to use **Your tools**, or any costs other than cost for replacement of **Your tools**.
8. Gradual damage, including but not limited to general wear and tear, atmospheric conditions, insects, vermin, rust, or chemical reaction.
9. Any claim for malicious damage where **You** haven't got a police crime reference number.
10. Anything in the general exclusions of this policy.

Theft Cover

What is Covered



We will provide a like-for-like replacement of **Your Tools** as specified in the policy schedule in the event **Your tools** have been stolen.

Note: If **We** are unable to arrange a like-for-like replacement of the **tools**, **we** may provide **You** with a voucher for the cost of an equivalent replacement entirely at **our** discretion.

What is Not Covered



1. The excess, as shown in **Your Policy Schedule**.
2. **Loss** or unexplained disappearance of **Your Tools** or by shortage which is only discovered by a routine inventory or periodic stocktaking.
3. **Theft** of any accessories except where the accessories were stolen at the same time as the **Tools**, form part of the original purchase and appear in the **Policy Schedule**.
4. Neglect of **Your Tools**, or not taking reasonable precautions.
5. Any costs or **consequential loss** suffered by **You** as a result of not being able to use **Your Tools**, or any costs other than cost for replacement of **Your Tools**.
6. Any claim where **You** haven't got a police crime reference number.
7. Anything in the general exclusions of this policy.
8. Any claim where the Security Conditions have not been fully complied with.

Security Conditions

We will not pay for **theft** of **tools** whilst unattended unless contained in:

- a) a vehicle provided that the doors of the vehicle are locked, all security devices are engaged and operational, and all its windows and other openings are fully closed and properly fastened; such vehicle must be kept in a securely locked garage or locked compound when left unattended overnight; or
- b) a locked building or locked storage unit or
- c) within a locked container or receptacle which must be retained within a secure or attended garage or yard.

and forcible or violent entry or access to such vehicle, building or storage unit was required.

Evidence of such forcible or violent entry or access must be provided by you with your claim.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

General Exclusions

The following exclusions apply to the whole of this policy. Additional sectional exclusions may apply. Please refer to the relevant parts of the policy for further details.

Pollution

Loss damage or additional expenditure caused by pollution or contamination other than loss of or damage to the **Tools** caused by pollution or contamination and additional expenditure in consequence thereof.

War Risks

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, **Terrorism**, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped.

Radioactivity (including nuclear fusion)

Loss or destruction or damage to any **Tools** or any loss or expense whatsoever resulting or arising therefrom or any **Consequential Loss** directly or indirectly caused by or contributed to, by or arising from:

- a. ionising radiations or contamination by radioactivity or nuclear fusion from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Faulty Workmanship

Loss or damage due to faulty or defective workmanship.

- a. The cost of any materials and/or labour charges for which the manufacturer or supplier is held responsible under the terms of any guarantee or warranty.
- b. Manufacturer recall of the **Tools**;
- c. Inherent design faults originating from the manufacturing stage.

Conditions and Limitations

Repairs

All repairs must be undertaken in accordance with the instructions of the **Claims Administrator**. If an unauthorised repair is carried out on the **Tools** the cost will not be covered under this policy.

Payment of Premiums

We will not be liable to make a payment under this policy if any part of the due premium is outstanding.

Reasonable Precautions

You will take all reasonable steps to minimise the likelihood of loss including but not limited to:

- a. Not leaving the tools unattended at any time, other than in accordance with the Security Conditions.

Salvage

We shall be entitled to take and keep possession of any damaged and replaced **Tools** covered by this insurance and to deal with the salvage in a reasonable manner. No **Tools** may be abandoned to **Us**.

Other Insurances

In the event that any loss or damage which is Insured by or would, but for the existence of this policy, be Insured by any other policy in **Your** name then **We** will not indemnify **You** if:

- a. The other policy is part of a warranty or service plan associated with the **Tools**; or
- b. **You** make a claim under the other policy in relation to the **Tools**; or
- c. **You** make a claim under the other policy in relation to some other **Tools** and the loss or damage to the **Tools** was a result of the same occurrence and could be added to that claim; or

Other than **We** will pay any shortfall between the amount received from the other policy and the amount **We** would have paid had the other policy not been in force.

Information Provided by You

In deciding to accept this policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform the **Policy Administrator**, Quotall, as soon as practicable at sgs@quotall.com or by calling 0345 548 1666.

Fraud

All benefit under this insurance is forfeited where there has been fraud, intentional non-disclosure or mis-statement that would be relevant to **Us** agreeing to issue this policy on the terms herein, or any attempt thereat by **You** or any party acting on **Your** behalf.

Other Provisions

- a. **You** must be a UK resident at the time of purchase and throughout the policy period.
- b. **You** cannot assign or change this policy in any manner whatsoever.
- c. This policy shall not acquire a surrender value.
- d. To improve the quality of **Our** service, **We** will be monitoring and recording a select number of telephone calls.
- e. The masculine gender shall include the feminine and the singular shall include the plural and vice versa.

Duty to comply

We will only be liable to make any payment under this policy if the **Insured** has at all times complied with the terms and conditions of this policy.

Transferring the Policy

This policy is non-transferable.

Cancellation

If **You** decide to cancel this policy within the first 14 days following the policy start date as shown on **Your Policy Schedule**, **We** will provide a full refund of **Your** premium unless **You** have made a claim, in which case no refund of premium will be provided.

If **You** decide to cancel this policy after this 14 day period **We** shall provide a pro rata refund, unless **You** have made a claim, based upon the remainder of full months left to run. If a claim has been made on the policy no refund of premium shall be provided.

You may cancel this policy in line with the conditions detailed above by notifying the **Policy Administrator**, Quotall IS Ltd, at sgs@quotall.com or by calling 0345 548 1666.

Where there is a valid reason for doing so, the **Insurer** and/or **Policy Administrator** may cancel the insurance by giving **You** 30 days' notice in writing (which may be via email) sent to **Your** last known address. Valid reasons for cancellation may include but are not limited to:

- Where **You** have given incorrect information and fail to provide clarification when requested;
- Where **You** breach any of the terms and conditions which apply to **Your** policy;
- Where **We** reasonably suspect fraud; or
- Where the **Insurer** ceases to underwrite the product.

What to do in the event of a claim

As soon as practicable after **You** become aware of the **Accidental Damage** or **Theft**, please follow these steps and have **Your Policy Schedule** available as **You** may be required to produce the **Policy Schedule** to the **Claims Administrator**.

Log **Your** claim with the **Claims Administrator** either:

Online: <https://www.sgs-engineering.com/account/>

Email: claimsuk@gaig.com

Tel: 01179 151119

Important note: In the event of **Theft** or, where **You** have reason to believe a criminal offence has been committed, **You** must notify the Police and obtain a crime reference number.

1. **You** must retain any damaged **Tools** or parts of the **Tools**.
2. **We** will require full details of the circumstances of the event resulting in **Accidental Damage** or **Theft** including but not limited to photographs of damage or police reports in the event of **Theft**.
3. If **Your** claim is approved **We** will provide details of next steps depending on whether a repair or replacement is necessary.
4. Should **You** have any queries regarding **Your** claim please contact the **Claims Administrator**, as detailed above.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and be subject to the exclusive jurisdiction of the English Courts, unless **We** agree to the contrary with **You**.

Economic or Trade Sanctions

No cover or benefit shall be provided, and no sum shall be payable under this policy to the extent that providing or paying it would directly or indirectly put **Us** or **Our** ultimate parent company in breach of any applicable economic or trade sanction laws or regulations.

Complaints Procedure

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this Insurance, **You** should contact the **Policy Administrator**, Quotall IS Ltd at:

Email: sgs@quotall.com

Tel: 0345 548 1666.

Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response. **The Policy Administrator** will consider claims about their service as part of the sales process and are also authorised by the **Insurer** to deal with complaints relating to the terms and administration of the policy.

If **You** do have any questions or concerns about the handling of a claim **You** should contact the **Claims Administrator**, the contact details are:

Head of Compliance
Great American International Insurance (UK) Limited
One Temple Quay,
Temple Back East,
Bristol, BS1 6DZ

Email: GAUKcomplaints@gaiq.com

The **Administrators** will contact **You** within five days of receiving **Your** complaint to inform **You** of what action they are taking. They will try to resolve the problem and give **You** an answer within eight weeks.

Alternatively, at any stage, **You** may have the right to refer your complaint to the Financial Ombudsman Service who can review complaints from eligible complainants, including (but not limited to) consumers, sole traders and certain businesses with turnovers of £6.5 million or less.

The Financial Ombudsman Service

Mail: Exchange Tower, 1 Harbour Exchange Square, London, E14 9SR

Telephone: 08000 234 567 (free from a landline) or 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

This complaints procedure does not affect any legal right **You** have to take action against **Us**.

Financial Services Compensation Scheme

Great American International Insurance (UK) Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if Great American International Insurance (UK) Limited cannot meet its obligations. This

depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim.

You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

Data Protection & Privacy Summary

As a provider of commercial general insurance, Great American International Insurance (UK) Limited collects data from clients, contractors and third parties to assess, underwrite and administrate insurance contracts. The privacy of the personal data obtained is very important to **Us** and **We** are committed to collecting, processing, sharing, storing and destroying all information in accordance with GDPR, UK data protection laws and specific data protection codes of conduct.

You can read **Our** full Privacy Notice (<https://www.greatamericanuk.com/privacy-notice/>) which goes into more detail about how **We** collect, use and process personal data, and how, in doing so, we comply with **Our** legal obligations. It also describes **Your** rights as a data subject in respect of personal data.

You can view the Quotall IS Ltd Privacy Notice here: <https://quotall.com/privacy/>

Call Recording

To help **Us** provide a quality service, **Your** telephone calls may be recorded but will only be shared with partner organisations directly relevant to the service **We** provide.

Contact and Complaints

Should there be any queries with respect to this Data Protection and Privacy Summary Statement please write to:

Head of Compliance
Great American International Insurance (UK) Limited
One Temple Quay, Temple Back East, Bristol, BS1 6DZ

Or alternatively address **Your** query to the Head of Compliance through the contact section of **Our** website: <https://www.greatamericanuk.com/contacts/contact-us/>

If **You** have a complaint or concern about how **We** use **Your** personal data, please contact **Us** in the first instance and **We** will do our utmost to resolve the issue as soon as possible.

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO) for data protection issues (ico.org.uk). **We** would, however, appreciate the opportunity to respond to **Your** concerns first, so please contact the Head of Compliance at the address above.