Tools & Equipment Insurance policy

Welcome

Tools & Equipment policy

This document sets out **your** contract for **Tools & Equipment** cover. Please read it carefully along with **your** current **policy schedule**. This is important, as the agreement to insure **you** is based on this information.

This policy is designed to meet the needs of anyone wishing to make sure their **tools** and Equipment are covered in the event of accidental damage or theft.

As with any insurance, this policy does not cover all situations, and **you** should read the terms and conditions of this policy to make sure it meets **your** specific needs.

We do not make personal recommendations as to the suitability of the policy to individual circumstances. This means **you** are responsible for deciding whether the policy is suitable for **your** needs.

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About your Tools & Equipment cover

Thank **you** for purchasing **your Tools & Equipment** cover from **us**. **We're** confident **our** friendly, fast and transparent service will keep **you** a happy customer for years to come.

We hope this booklet clearly explains the **Tools & Equipment** cover **you've** bought. If **you** have any questions, please don't hesitate to call our Customer Services team on 0345 548 1666 or email: sgs@quotall.com

This policy wording and policy schedule sets out the details of your insurance cover. Please read these carefully

Key words in this **policy wording** are defined in 'Section 1: Definitions'. If a word has a defined meaning it will be **highlighted in bold** and will have the same meaning across this **Tools & Equipment policy wording**.

Section 1 Definitions

Insured event

Accidental damage, theft, or attempted theft of the insured **property.**

Excess

The amount **you** must pay towards any claim under this policy. The insurers will not be responsible to **you** for the **excess** under any circumstances.

Period of insurance

The cover dates specified in the **policy schedule**.

Property

Tools & Equipment purchased by **you** or the business that **you** own

Territorial limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, including travel between any of these.

Tools & Equipment

Hand tools, power tools, machinery, equipment, consumables, spare parts or similar items purchased by **you or the business that you own**.

Total sum insured

The **total sum insured** as shown in **your policy schedule** is the maximum amount **we** will pay for any claim or series of claims arising from the same **insured event**.

We, Us, Our

administered by Chapman & Stacey Ltd and underwritten by Accelerant Insurance UK Limited.

You, Your, Policyholder

The person named as the **policyholder** on the **policy schedule**.

Policy Wording

This document

Policy schedule

The **policy schedule document** issued to **you** by **us**.

Section 2 What's covered

You are covered up to the amount shown in **your** Policy Schedule for **property** that is:

- Accidentally damaged; or
- Stolen or subject to attempted theft

...while in **your** custody or control within the **territorial limits** during the **period of Insurance**.

What we'll pay

We will, at our discretion:

- Pay for the repair of the damaged **property;**
- Replace the **property** with a like-for-like item; or
- Reimburse **you** up to the original purchase price of the **property** as stated in **your** Policy Schedule.
- The most we will pay for any one item is the amount shown in the **Policy Schedule**.

Section 3 What isn't covered

We won't pay for:

- Any claim where there is no evidence of forcible or violent entry to the locked location or container in which the **property** was stored.
- Damage resulting from a manufacturing defect or recall.
- Theft where the **property** was left unattended and unsecured, or not stored in a locked vehicle, building, or secure container.
- Damage caused by wear and tear, deterioration, vermin, mildew, mould or atmospheric conditions.
- Electrical or mechanical breakdown not caused by accidental damage.
- Consequential loss of any kind.
- Loss or damage where **you** fail to take reasonable precautions to protect the **property**.
- Items not described in the Policy Schedule.
- Any fraudulent or intentionally misleading claims.
- Any claim where **you** haven't got a police crime reference number.
- Any claim where the security conditions have not been fully complied with.

We won't pay for any claim where:

- A false declaration or statement is made or fraudulent device put forward in support of a claim.

We won't pay any claim for property, which was stolen or damaged by an attempted theft from an unattended vehicle, where:

- The **property** was in the open cargo area of a vehicle, unless it was stored in a tool box or chest which was permanently fixed to the vehicle and was securely locked with the keys removed.
- The doors, windows or other openings were left open or unlocked or the keys weren't removed.
- The vehicle was left unattended for more than 24 consecutive hours at any location.

We won't pay for property:

- Stolen from an unattended storage location where all doors and windows are not securely locked.
- That was damaged or destroyed because it wasn't packed well enough to withstand transit or because it was carried in an unsafe, unsecure or illegal manner.
- Carried by **you** under a contract of hire and reward, handling or storage.
- While it is being driven under its own motive power or towed on its own wheels.
- That has suffered a mechanical, electrical or electronic breakdown or failure unless external damage to that **property** has occurred, and such damage is covered under this policy.
- That was damaged or destroyed because of; deterioration, mildew, mould, moth, vermin, ordinary wear and tear or any characteristic of the **property** that in itself leads to loss or damage irrespective of any other cause.
- That has pre-existing damage or has been damaged by wear and tear, unless additional damage is caused during an **insured event** in a vehicle.
- Which is covered under any other insurance except in respect of any **excess** beyond the amount which would have been covered under such other insurance had this policy not been affected or where the item(s) being claimed for are covered by any other policy or agreement. In the event where the **property** is covered by more than one policy with **us**, only one policy will respond per **insured event**.

GENERAL EXCLUSIONS (Exclusions apply to all Sections unless specified otherwise)

WAR AND CIVIL WAR EXCLUSION CLAUSE

Notwithstanding anything to the contrary contained herein this Agreement does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostiles (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

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TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of 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 organization(s) or government(s), 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.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Reinsurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Reassured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

CYBER EXCLUSION

Notwithstanding any provision to the contrary herein or any endorsement thereto, it is understood and agreed as follows:-

(a) This insurance does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, availability or failure in the security of a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, or cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

ELECTRONIC DATA PROCESSING MEDIA VALUATION

Notwithstanding any provision to the contrary within this Agreement or any endorsement thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by this Agreement suffer physical loss or damage insured by this Agreement, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Agreement does not insure any amount pertaining to the value of such ELECTRONIC DATA to the assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

NCBR TERROR EXCLUSION

Any act of terrorism directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with biological, chemical, radiological or nuclear pollution or contamination shall be excluded.

SANCTIONS

No reinsurer shall be deemed to provide cover and no reinsurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that reinsurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulation of the European Union, United Kingdom or United States of America.

NUCLEAR ENERGY RISKS

This Insurance Agreement shall exclude Nuclear Energy Risks whether such risks are written directly and / or by way of insurance and / or via Pools and / or Associations.

For all purposes of this Insurance Agreement Nuclear Energy Risks shall mean all first party and / or third party insurances (other than Workers' Compensation and Employers' Liability) in respect of:

(i) All Property on the site of a nuclear power station.

Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.

(ii) All Property, on any site (including but not limited to the sites referred to in (i) above) used or having been used for:

(a) the generation of nuclear energy or
(b) the Production, Use or Storage of Nuclear Material.

(iii) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and / or Association but only to the extent of the requirements of that local Pool and / or Association.

(iv) The supply of goods and services to any of the sites, described in (i) to (iii), above unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as undernoted, Nuclear Energy Risks shall not include:

(i) Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (i) to (iii) above (including contractors' plant and equipment).

(ii) any Machinery Breakdown or other Engineering insurance or insurance not coming within the scope of (i) above.

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

(1) The provision of any insurance whatsoever in respect of:

(a) Nuclear Material,

(b) any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and / or Association.

(2) The provision of any insurance or for the under noted perils:

- fire, lightning, explosion,
- earthquake,
- aircraft and other aerial devices or articles dropped there from,
- irradiation and radioactive contamination,
- any other peril insured by the relevant local Nuclear Insurance Pool and / or Association,

in respect of any other Property not specified in (1) above which directly involves the production, use or storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definitions

"Nuclear Material" means:

(i) nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material, and

(ii) Radioactive Products or Waste

"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means:

(i) any Nuclear Reactor,

(ii) any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel, and

(iii) any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

"High Radioactivity Zone or Area" means:

(i) for nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store, and

(ii) for non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE - CL 370 & NMA 1622

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from-

i. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

ii. the radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

iii. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

iv. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

v. any chemical, biological, bio-chemical, or electromagnetic weapon.

ASBESTOS EXCLUSION

It is hereby understood and agreed that this Agreement shall not apply to, and does not cover, any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos or any materials containing asbestos in whatever from or quantity.

COMMUNICABLE DISEASE

COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this Agreement, within any endorsement to this Agreement or within any extension to this Agreement, this Agreement and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

a) Coronaviruses; and

b) Coronavirus disease (COVID-19); and

c) Severe acute respiratory syndrome coronavirus 2 (SARS- CoV-2); and

d) any mutation of or variation of a), b) or c) above; and

e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and

f) any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

POLLUTION & CONTAMINATION

damage caused by any kind of seepage or any kind of pollution and/or contamination, but this shall not exclude damage to the property insured specified in the Schedule caused by:

1) pollution or contamination which itself results from a Defined Peril
2) a Defined Peril which itself results from pollution or contamination

PFAS (PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES) ABSOLUTE EXCLUSION

It is hereby understood and agreed that, notwithstanding any provision of this contract, or any policy reinsured by this contract, to the contrary, this contract excludes and shall not cover PFAS losses, as defined herein.

This contract does not apply to:

1) any bodily injury, property damage, personal and advertising injury loss, liability, damage, compensation, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with the actual, alleged, or threatened contaminative, pathogenic, toxic or other hazardous properties of PFAS; and

2) any and all losses, costs and expenses resulting from any claim, litigation, dispute, arbitration, investigation or any other legal proceeding or dispute resolution in whole or in part directly or indirectly caused by, arising out of, resulting from, based upon or in any way related to, any of the following conducts, included but not limited to:

a) Actual, alleged or threatened inhalation of, ingestion of, consumption of, contact with, exposure to, existence of or presence of PFAS containing products or materials; or

b) Design, manufacturing, production, use, sale, installation, placing on the market, removal, distribution, handling, packaging, storage, marketing, processing of or any other similar business-related activity relating to PFAS-containing products or materials; or

c) Testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of or in any way responding to, or assessing the effect(s) of PFAS-containing products or materials; or

d) Failure to report any PFAS-containing products or materials to authorities; or

e) Failure to warn of potential consequences arising from, or the inadequacy of any warning, relating to any of the conduct described in a) through d) above.

If the Reinsurer alleges that this exclusion applies to any claim under this reinsurance contract the burden of proving the contrary shall be upon the Reinsured.

Definition

As used herein "PFAS" means

Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances in any form, including but not limited to:

a) any organic molecule, salt, free radical or ion, the composition of which includes at least one

i) perfluorinated methyl group (-CF3); or

ii) perfluorinated methylene group (-CF2-); or

b) any breakdown of any organic molecule, salt, free radical or ion, the composition thereof; or *c) any good, product or material that has the same or similar chemical formula or structure as such Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances; or*

d) its presence or use in any alloy, by-product, compound or other material or waste that includes or is derived from such compounds or substances.

SONIC BANGS

This insurance does not cover Damage directly caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Northern Ireland (Civil Commotion) Exclusion

Any loss occasioned by or happening through or in consequence of strikes, lock-outs, labour disturbances, riots and civil commotions other than in Great Britain, the Channel Islands, and the Isle of Man

Section 4 Conditions of your policy

Security Conditions

We will not pay for theft unless the **property** was stored in one of the following at the time of the incident and there is evidence of forcible or violent entry:

- A locked vehicle with all security devices engaged;
- A locked building; or
- A locked container within a secure or attended location.

Reasonable Precautions

You must take all reasonable steps to prevent loss or damage, including securing **tools and Equipment** and ensuring appropriate handling, transport, and storage.

Change of Risk

Any material change to the information you provided must be notified to us immediately. We may adjust your cover, premium, or cancel the policy accordingly.

Notification to the police

You must notify the police as soon as **you** become aware of any malicious damage, theft or attempted theft and obtain a crime reference number.

Section 5 How to make a claim

How to notify us of your claim

To make a claim, contact the Claims Administrator either:

Online: https://www.sgs-engineering.com/account/
Email: **new.claimuk+chapman_stacey@reserv.com**
Tel: **0207 948 9884**

You must:

- Retain any damaged property for inspection;
- Report any theft or malicious damage to the police and obtain a crime reference number;
- Provide all reasonable information and documentation requested.

You will not need to submit a separate purchase receipt if **you** have a valid **Policy Schedule** and the item is listed in the original retail transaction.

An excess, as stated in your **Policy Schedule**, may apply to each and every claim.

If **you** are having difficulty obtaining the evidence required, please contact **us** to discuss **your** options. If evidence is not provided it will result in **us** closing down the claim. The cost of providing proof of **your** claim is **your** responsibility.

Section 6 Cancellation

This cover ends automatically as soon as one of the following happens:

- If **you** fail to pay for the policy.

- If **you** don't renew the policy before the expiry date as shown in **your policy schedule**.

- If **your** policy is cancelled due to fraud, dishonesty or non-compliance with policy conditions.

Your Rights

You may cancel this policy within 14 days of purchase and receive a full refund, provided no claim has been made.

After the 14-day period, **you** may cancel at any time. If no claim has been made, **you** will receive a pro rata refund based on the number of unused days remaining in the policy period.

If a claim has been made, no refund will be due.

Our rights

We may cancel this policy at any time by sending 7 days' notice in writing if:

- **You** are in breach of any of the conditions of this policy.
- **You** fail to respond to written requests for further information or documentation.
- **We** identify fraud or misrepresentation; or
- **You** don't pay any monies owed.
- If **we** cancel **your** policy, any premium refund will be calculated as set out above.
- If **you** or anyone acting for **you** misleads **us** during the policy in a way that would impact either the terms and conditions or **our** ability to offer cover, **your** policy and any other policies **you** have with **us** will be cancelled and **you** won't get a refund.

We will at our option cancel the policy from the original inception of this insurance if a false declaration or statement is made or fraudulent device put forward.

Section 7 How to make a complaint

Should you wish to make a complaint about the policy or the service we offer please contact

Chapman & Stacey Ltd

Rockwood House Perrymount Road Haywards Heath RH16 3TW

mail@chapmanandstacey.co.uk

01444 450600

If you remain dissatisfied after your complaint has been considered, or you have not received a final decision within eight (8) weeks, you may be eligible to refer your complaint to the Financial Ombudsman Service

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

Tel:	**0800 023 4567**
Email:	**complaint.info@financial-ombudsman.org.uk**
Website:	**www.financial-ombudsman.org.uk**

Please note that You will need to refer Your complaint to the Financial Ombudsman Service within six (6) months of receiving Our final response.

You may be entitled to compensation from the Financial Services Compensation Scheme if Accelerant Insurance Uk Ltd is unable to meet its obligations to you under this insurance.

If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme on their website: www.fscs.org.uk

Making a complaint does not affect your right to take legal action.

Section 8 Extra Information about your policy

Rest assured, any decision **we** make in respect of a claim made by **you** under this product has no bearing on any decision **we** may make in respect of any other policy **you** may have with **us**.

Governing law and language

This insurance shall be subject to English Law, unless specifically agreed otherwise. All communication is to be conducted in English.

Transfer of your policy

You can't transfer **your** rights or interests in this policy to anyone else. This policy won't have any value at the end date or if it is cancelled.

Rights of third parties

This agreement is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person in accordance with the Contracts (Rights of Third parties) Act 1999 or otherwise.

Rights of recovery

Upon conclusion of a claim under this policy, **we** can take over and if necessary, conduct proceedings in **your** name to recover any amount paid from the responsible party (e.g. another insurance company).

Data Protection Statement

To view our data protection policy, please click on the following link:

https://www.chapmanandstaceyunderwriting.com/privacy-statement

Providers and suppliers

Your policy is administered by Chapman & Stacey Ltd and underwritten by Accelerant Insurance UK Limited.

Chapman & Stacey Ltd is registered in England and Wales with company number 00771926 and has its registered office at Cornelius House, 178-180 Church Road, Hove, East Sussex, BN3 2DJ Chapman & Stacey Ltd is authorised and regulated by the Financial Conduct Authority (Reference number 300047).

Accelerant Insurance UK Limited is registered in England and Wales with company number 03326800 and has its registered office at One Fleet Place, London, England, EC4M 7WS. Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Reference number 207658).

The Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme. If **we** are unable to meet **our** obligations **you** may be entitled to compensation from the scheme, depending on the type of insurance and circumstances of the claim. Cover for the claim or policy is provided at 90%.

You can get more information about the compensation scheme arrangements from the FSCS.

The contact information is:

The FSCS
10th Floor, Beaufort House
15 St Botolph Street
London
EC3A 7QU

Tel: 0207 741 4100 or 0800 678 1100
Email: enquiries@fscs.org.uk