

Your Contract of Insurance Tools in Transit Cover

Thank **You** for choosing ALA IB Ltd to provide **your** Tools in Transit Insurance. **We** recommend that **you** read **your policy** and the details contained on **your policy schedule** carefully and ensure **You** fully understand each element of the cover provided and the terms and conditions which apply. If **you** have any questions regarding **your policy** or the cover it provides please contact the **administrator**.

This insurance is arranged by ALAIB Limited T/A ALA Insurance Brokers & underwritten by UK General Insurance Ltd 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.

ALAIB Limited 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 on request.

IMPORTANT

It is important that **you** check **your policy schedule** to ensure that the information that **you** have provided to **us** is accurate and that the **sum insured** which **you** have chosen is correct. Please take the time to read the contents of this **policy** to ensure that **you** understand the cover **we** are providing **you** and that **you** comply with **our** terms and conditions. This **policy** wording and **your policy schedule** are important documents; please keep them in a safe place in case **you** need to refer to them for any reason.

About Your Policy

This is a contract of insurance between **you** and UK General Insurance Ltd on behalf Great Lakes Insurance SE. The insurance provided covers certain costs and expenses, subject to the terms, limit of indemnity, exclusions and conditions contained herein, in respect of an insured event which occurs within the **territorial limits** and during the **period of insurance** for which **you** have paid or agreed to pay the premium.

In return for **your** premium payment, **we** will insure **you** for the **period of insurance** and cover options which **you** have selected as shown on **your policy schedule**, subject to the terms and conditions of this **policy** and any variations or amendments confirmed in writing by **us**.

Eligibility Requirements

It is important that **you** check that **you** meet all of the eligibility criteria below. If **you** are not sure if **you** are eligible for cover, please contact the **administrator** for advice. **You** must take care to supply accurate and complete answers to all the questions that **we** ask **you**, and to make sure that all information supplied to **us** is true and correct. Failure to answer questions truthfully and accurately may mean that **your policy** is invalid and that it does not operate in the event of a claim.

On the **Policy** start date:

1. **You** must be aged 18 or over;
2. **You** must be a permanent, lawful resident within the **territorial limits**;
3. The **property you** wish to insure under this **policy** must be based within and used for work within the **territorial limits**;
4. **You** must not be engaged in carrying **property** for hire or reward;
5. If **you** intend to temporarily leave **your property** in **your vehicle overnight**, **you** must be able to secure **your vehicle overnight** in either a:
 - 5.1 Locked garage
 - 5.2 Locked compound
 - 5.3 **Your** driveway, off road, which is immediately adjacent to **your** main residence;
6. **You** must advise the **administrator** if **you** have ever received a criminal conviction or a police caution, or if **you** have ever had insurance declined or cancelled or terms applied by another insurance provider;
7. **You** must advise the **administrator** if **you** have any other insurance **policy** which covers the **property you** wish to

insure under this **policy**.

Cover Provided

What is Covered

This is to certify that the **insurer**, in consideration of the premium specified on **your policy schedule**, agrees to indemnify **you** in respect of damage or theft of **your property**, during the **period of insurance** and within the **territorial limits**.

Your property is only 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**. For theft claims, **we** will only pay **your** claim where there is visible evidence of forcible and/or violent entry to **your vehicle** in order to gain access to the property. Please note that **your** property must be fully hidden from view in order for **your** cover to operate.

The maximum amount **we** 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.

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**. For example:

1. Ensure 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**;
2. Ensure 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 **we** cannot pay **your** claim.

1. Where **your vehicle** is left unattended:
 - 1.1 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.
 - 1.2 **You** must undertake a visible check of **your vehicle** at least every 48 hours, whilst **you** are temporarily storing property within it.
2. Parking and/or storage of **your vehicle overnight**:

In addition to Conditions 1 1.1 and 1.2 above:

 - 2.1 **You** must secure **your vehicle** in a locked garage or a building which is locked and secured; or
 - 2.2 **You** must secure **your vehicle** in a compound which is locked and secured; or
 - 2.3 **You** must park **your vehicle** on the private off-road driveway which is immediately adjacent to **your** main residence; or
 - 2.4 **You** must park **your vehicle** onsite at your business premises; or
 - 2.5 Onsite at the location of a contracted job if **you** are working away from **your** home location and are staying for one or more nights, up to a maximum of 14 nights, this includes parking within the car park of **your overnight** accommodation or at the road side immediately adjacent to your **overnight** accommodation.

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

What is Not Covered

1. The **excess**, which will be payable by **you**.
2. Any other costs which are directly or indirectly caused by the event which led to **your** claim, unless specifically stated in this **policy**.
3. Any claim where **you** have not checked **your property** for more than 48 hours when it has been temporarily stored in **your vehicle**.
4. Any loss or damage to ropes, chains, toggles, packaging or packing material or sheets.
5. **Property** which is stored in a rental warehouse or which is being stored under a contract for storage and distribution.
6. **Money**.
7. Any electronic equipment which is not **property** directly connected with your work – such as mobile phones, portable computers or tablets, satellite navigation systems, radios, televisions and cameras– watches, furs, jewellery, stamp or coin collections, pictures and other works of art, articles of gold or silver or other precious metals.

8. Any claim where **you** are carrying **property** or loading or unloading **property** for hire and reward.
 9. **Property** which forms part of, or attaches to, **your vehicle**.
 10. Claims which occur outside of the **period of cover**.
 11. Claims which occur outside of the **territorial limits**.
 12. Any claim where the damage is the result of wear and tear, depreciation, deterioration and gradually operating causes such as mould, mildew, vermin, rust and moths, any manufacturer's defect, any mechanical or electrical breakdown or sudden failure or stoppage unless there is external visible damage which supports the sudden failure or stoppage.
 13. 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.
 14. 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 protected by sheets or covers.
 15. Any claims where **you** have not taken precautions to protect **your property** against unnecessary or avoidable, theft or damage, or where **you** have been negligent.
 16. The Value Added Tax (VAT) element of any claim where **you** are registered with HM Revenue & Customs for VAT.
 17. 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.
 18. Any direct or indirect consequence of:
 - 18.1 Irradiation, or contamination by nuclear material; or
 - 18.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - 18.3 Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
 19. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
 20. 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.

Policy Conditions

1. If at the point of a claim, it is found that the **sum insured you** have selected is inadequate for the value of **your property**, **you** will be considered as being **your** own insurer for the difference and **you** will be responsible for a rateable proportion of the loss.
2. This **policy** is not transferrable.
3. **We** will not accept any claim where **you** have not complied with the **vehicle** security requirements, as detailed in the 'What is Covered – **Vehicle** Security Conditions' section of this **policy**.
4. **You** must not act in a fraudulent way. If **You** or anyone acting for **You**:
 - 4.1 fails to reveal or hides a fact likely to influence whether **We** accept Your proposal, **Your** renewal, or any adjustment to **Your** policy;
 - 4.2 fails to reveal or hides a fact likely to influence the cover **We** provide;
 - 4.3 makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
 - 4.4 sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
 - 4.5 makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
 - 4.6 makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge.
5. If **Your** claim is in any way dishonest or exaggerated, **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. **We** shall not pay any claim where **you** have not complied with the terms and conditions of this **policy**.

6. This **policy** together with any endorsement, proposal or other written statement made by **you** or on **your** behalf, constitutes the whole of the contract between **you** and **us**. None of the **policy** terms and conditions may be waived or modified unless **we** have issued written confirmation of this waiver to **you**. If at any time any part or provision of this **policy** becomes illegal, invalid or unenforceable then the remaining parts and provisions shall continue in full force and effect.
7. No person, persons, company or other party who or which is not covered under this **policy** shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term or condition of this **policy**. This will not affect any right or remedy of a third party that exists or is available apart from that Act.
8. **We** shall not pay any claims where **you** are unwilling or unable to provide **us** with all necessary information that **we** may require in order to validate **your** claim. E.g. **You** are unable to provide a crime reference number or provide proof of ownership for **your property**.
9. **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**.
10. 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.
11. **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.

Changes in Your Circumstances

You must tell **us** as soon as possible if any of the following occurs:

1. **You** change **your** address;
2. **You** change **your** occupation or trade;
3. **Your sum insured** changes;
4. **You** are no longer a permanent and lawful resident within the **territorial limits**;
5. **You** are no longer working within the **territorial limits**; or the **property** covered by this **Policy** is no longer based within the **territorial limits**;
6. **You** are convicted of a criminal offence or receive a police caution.

Failure to advise **us** of any of the changes above may mean that **your Policy** is invalid and that it does not operate in the event of a claim.

We may decide to change the terms and conditions of **your policy** and/or **your** premium. **We** will give **you** 30 days' written notice of any change **we** intend to make. Only changes formally made by **us** and advised to **you** in writing are accepted as terms under this **policy**; no other parties have any jurisdiction to change or agree any different terms.

How to Make a Claim

If **you** wish to notify **us** of a claim please contact the **Claims Administrator** at

Specialist Claims
Direct Group Ltd
PO BOX 1192
Doncaster
DN1 9PU
Tel: 0344 893 1022
Email: specialistclaims@directgroup.co.uk

In all correspondence please state that **your** insurance is provided by UK General Insurance Ltd and quote scheme reference 06039C.

If **your property** is damaged as the result of vandalism or malicious damage, or if **your property** has been stolen, **you** must notify the Police as soon as **you** become aware of this and obtain a crime reference number.

You will be asked to supply details of the circumstances of **your** claim at **your** own expense, including but not limited to:

1. A full written description of how the **damage** or **theft** occurred as part of the claim form **you** will be asked to complete;
2. Proof of ownership of the **property** which has been damaged or stolen– e.g. receipts, purchase invoices;
3. A crime reference number if **your property** has been stolen.
4. If **your property** has been damaged, **you** must retain the damaged items as **we** may ask to inspect them.

At **our** option **we** will:

1. Pay the cost of replacement as new; or
2. Pay the cost of repair

Subject to the **sum insured you** have selected for **your property**.

UK General Insurance Ltd is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

Cancellation

If **you** decide that for any reason, this **Policy** does not meet **your** insurance needs then please return it to the **Administrator** within 30 days of issue. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

If **you** wish to cancel **your policy** after 30 days, **you** can do so at any time by contacting the **Administrator**. **You** will be entitled to a pro-rata refund of premium provided that **you** have paid **your** annual premium in full. Where **you** have made a claim and wish to cancel **your policy** **you** will not be entitled to any refund. Please note that cancellations will not be backdated.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document 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. Valid reasons may include but are not limited to:

1. Where **We** reasonably suspect fraud
2. Non-payment of premium
3. Threatening and abusive behaviour
4. Non-compliance with policy terms and conditions
5. **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask.

Where **Our** investigations provide evidence of fraud or a serious non-disclosure, **We** 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, which may result in **Your** policy being cancelled from the date **You** originally took it out.

If **We** cancel 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 **We** have provided cover, unless the reason for cancellation is fraud and/or **We** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

Definitions

The words or expressions detailed below have the following meaning whenever they appear in this policy in **bold**.

Administrator	ALA IB Ltd T/A ALA Insurance Brokers are responsible for the registration of your Policy . ALA IB Ltd, Unit 3, Park Farm Courtyard, Easthorpe, Malton, YO17 6QX. Telephone: 01653 916304
Claims Administrator	Specialist Claims, Direct Group Ltd, PO BOX 1192, Doncaster, DN1 9PU Tel: 0344 893 1022 Email: specialistclaims@directgroup.co.uk
Excess	The amount You will be required to pay towards each claim You make under this Policy , which is noted on Your Policy Schedule
Insurer, We, Us, Our	UK General Insurance Limited 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 10:00 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
Policy	The contract of insurance between you and the insurer . This is based upon the information you provided as part of the application process and includes any insurance documents issued to you in relation to the contract, including but not limited to this wording, the Policy Schedule which contains your personal details – including your name and address - and any amendments or variations which have been issued by us in writing
Policy Schedule	The document issued to You which details your name, home address and vehicle
Property	Portable and power-driven tools, or hand tools, which are owned by you and which are used by you in connection with your occupation or trade. Only property used in connection with your occupation or trade will be covered under this Policy
Sum Insured	The amount your property is insured for and which is noted on your Policy Schedule
Territorial Limits	Means the United Kingdom (England, Scotland, Wales, and Northern Ireland)
Vehicle	The motor car or van which is owned by you and insured by you via a separate motor insurance Policy , in which you transport and keep your property
You, Your	The person named as the policyholder on the Policy Schedule for this Policy and who owns the property which is being insured

Customer Service / Complaints

It is Our intention to give You the best possible service but if You do have questions or concerns about this insurance or the handling of a claim You should follow the complaints procedure below

For complaints regarding the sale of Your Policy, In the first instance please contact:

ALA IB Limited trading as ALA Insurance Brokers
Unit 3
Park Farm Courtyard
Easthorpe
Malton
YO17 6QX

Tel: 01653 916304

Email: customersupport@ala.co.uk

In all correspondence please state Your full name, address and registration number.

If Your complaint cannot be resolved by the end of the third working day, ALA IB Limited trading as ALA Insurance Brokers will pass it to:

The Customer Relations Manager
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Tel: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

For complaints regarding a claim under Your policy:

In the first instance please contact the Claims Administrator.

Direct Group Ltd
PO BOX 1193
Doncaster
DN1 9PW

Telephone: 0344 893 1022

Email: customer.relations@directgroup.co.uk

In all correspondence please state that Your insurance is provided by UK General Insurance Limited and quote scheme reference 06039C.

If Your complaint about Your Claim cannot be resolved by the end of the third working day, Direct Group Ltd will pass it to:

The Customer Relations Manager
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Tel: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, You have the right to make [a complaint](#) to the Financial Ombudsman Service. This also applies if You are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0300 123 9 123

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

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about Your statutory rights contact Your local authority Trading Standards Service or Citizens Advice Bureau.

Consumer Insurance Act

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

1. 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**;
2. to make sure that all information supplied as part of **your** application for cover is true and correct;
3. 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.

Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

Data Protection Act 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

Governing Law

Unless some other law is agreed in writing, this **Policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.