



**Tradesman's Tools In Transit  
Policy Wording**

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## Introduction

This is Your insurance Policy

It is the evidence of the contract You have made with Us. We insure You during the Period of Insurance in the terms set out under each section of Your Policy in return for payment of the premium. Only those sections or sub-sections stated in the Schedule as "Insured" are operative.

Your proposal form or the Statement of Fact, this Policy wording, Your Schedule any endorsements and, the certificate of insurance (if applicable), are all part of the Policy and should be read together to avoid misunderstanding. They show which sections or sub-sections are in force and contain the details of Your cover.

Our acceptance of this risk is based upon the information You have presented to Us being a fair presentation of Your Business and that You have advised Us of any unusual or special features of Your Business that might cause You any particular concerns

You must tell Us as soon as possible of any change to the information given on Your proposal or shown on the Statement of Fact as failure to notify us of changes to Your Business which means that the information You originally provided no longer represents a fair presentation of the risk may invalidate the cover. You should not wait until the next renewal date.

Please read the Schedule and Policy wording carefully. Make sure that they meet Your needs. If You have any queries or any information in the Schedule is incorrect please contact the insurance broker that arranged this Policy on Your behalf.

We will provide the insurance described in this Policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which You shall pay and We accept the premium.

## Rights to Cancel

You may cancel this policy in the first year of insurance during the 14 days after the Contract has been concluded by giving notice in writing to Your insurance broker at the address shown in their correspondence or to Provego Underwriting's address shown on the cover of this policy. **This right does not apply at any subsequent renewal of the policy.**

Provided that there have been:

1. no claims made under the policy for which We have made a payment;
2. no claims made under the policy which are still under consideration;
3. no incident likely to give rise to a claim that has occurred during the 14-day period that has yet to be reported to Us;

We will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this policy, subject to Us retaining a minimum premium of £50 to cover Our administration costs.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance, no refund for the unexpired portion of the premium will be given.

You have no other rights to cancel the policy

We may cancel:

1. By giving not less than 15 days' notice in writing if any premium due under this policy has not been paid to Us. If the premium due is paid in full to Us before the notice period expires, the notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

If We cancel, the premium due to Us remains payable for the period that We were on risk. In the event of the occurrence of a loss which gives rise to a claim prior to the date of termination the full premium shall be payable to Us.

2. By giving 30 days' notice in writing to You at Your last known address. If We cancel You will be entitled to a proportionate return of premium.

If We cancel under General Condition - Financial and Trade Sanctions no refund of premium will be due to you for the unexpired Period of Insurance

## **Consequences of non-disclosure or misrepresentation**

When agreeing to provide this insurance, We have relied on the accuracy of the information and statements which You have provided to Us.

If You fail to disclose information relevant to Your policy or You make an incorrect statement to Us and We establish that this is either a deliberate or reckless breach of law, We may terminate the policy and refuse to pay all claims and need not return any of the premiums paid.

If You fail to disclose information relevant to Your policy or You make an incorrect statement to Us that is not a deliberate or reckless breach of law:

- a. If We would not have entered into the policy at all, We may terminate the policy and refuse all Claims, but must return the premiums paid;
- b. If We would have entered into the policy, but on different terms (other than terms relating to the premium), the policy is to be treated as if it had been entered into on those different terms from the outset, if We so require;
- c. If We would have entered into the policy, but would have charged a higher premium, We may reduce proportionately the amount to be paid on a claim.

If You are in doubt as to whether any information is relevant to our assessment of Your risk, You should disclose this information to Us.

## **Law Applicable**

The parties to this contract may choose the law that applies to it. Unless otherwise agreed in writing, We have agreed with You that the law which applies to this contract is the law which applies in that part of the United Kingdom in which You are based.

## **Complaints Procedure**

If You have any complaints about Our service or Your Policy, please write initially with details to The Managing Director of Provego at Lasyard House, Underhill Street, Bridgnorth WV16 4BB or email: [info@provego.co.uk](mailto:info@provego.co.uk)

If Your complaint relates to a claim, please call the claims helpline number shown in Your Schedule

### **What will happen if You complain:**

- a) We or Provego will acknowledge Your complaint promptly and try to resolve it within five working days.
- b) Some cases may take a little longer to investigate, in which case We or Provego will write to You with a final response within eight weeks of the date Your complaint is received.

If You remain dissatisfied, You have six months from the date of the final response to refer Your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 0800 0234567 or 0300 1239123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

## **The Financial Services Compensation Scheme**

We are a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies.

You may be entitled to compensation if We cannot meet Our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Post: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

Telephone: [0800 678 1100](tel:08006781100) or [020 7741 4100](tel:02077414100)

Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## **Your Insurer**

Cover under this Policy may be provided by a selection of insurance companies, each of whom are detailed below:

*Royal & Sun Alliance Insurance Ltd (No. 93792).*

*Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.*

*Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority*

## **General Definitions applicable to this policy:**

Whenever the following words appear in the policy or a Schedule, they shall be deemed to have the meaning defined below:

### **Damage**

Physical loss, damage, theft and/or attempted theft.

### **Data**

Information represented or stored electronically including, but not limited to, code or series of instructions operating system software programs and firmware.

### **Demonstration Equipment**

Tools and equipment that You carry on Your Vehicle which are used for the purposes of demonstration with a view to a potential sale.

### **Employee**

1. any person under a contract of service or apprenticeship with You, or
2. any self-employed individual providing You with labour only, or
3. any individual hired to, or borrowed by You.

### **Endorsement**

Any amendment made to Your policy.

### **Event**

Any one occurrence or all occurrences of a series consequent upon or attributable to one original source or cause.

### **Event Limit**

The maximum amount We will pay for all claims arising out of one Event.

### **Fire**

Fire, lightning, explosion or self-ignition.

### **Locked Building**

A permanent structure made of brick, stone or concrete where the entry and exit doors are protected by either a 5 lever mortice deadlock, a frame bolt secured with a close-shackle padlock or a surface mounted T bar.

### **Own Property**

Goods, tools, tool boxes, test or Demonstration Equipment and equipment fixed to the fabric of your Vehicle which does not form part of the vehicle belonging to You or hired, leased or loaned to You and appertaining to Your Business.

### **Period of Insurance**

The period starting from the date of commencement and ending on the date of expiry shown in the Schedule.

## **Provego Underwriting**

The underwriting agency authorised by Us to issue this policy and the Schedule on Our behalf.

## **Schedule**

The document which identifies You, Your business and details of this policy that are specific to You or any other person who is covered under this policy.

## **Statement of Fact**

A document issued to You by Provego Underwriting on Our behalf which confirms the information that You have provided to Us and the assumptions that We have made to provide Your quotation. If the information You have provided or any of the assumptions that We have made are incorrect, You must tell Us.

## **Territorial Limits**

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, the off-shore islands and the Republic of Ireland including sea crossings between them.

## **Terrorism**

Any act including but not limited to the use of force or violence or the threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any other organisation or government committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public or any section of the public in fear.

## **Unattended**

Where neither You nor any Employee are in a position to keep the Vehicle and/or Own Property under constant surveillance and at the same time have a reasonable prospect of preventing any unauthorised interference with the Vehicle and/or Own Property.

## **Vehicle**

Any vehicle used for the carriage of Own Property.

## **Vehicle Limit**

The maximum amount We will pay for all Own Property in or on any one Motor Vehicle.

## **Virus or Similar Mechanism**

Any programming code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, Data or operations whether self-replicating or not and including trojan horses, worms and logic bombs.

## **We/ Us/ Our/ Insurer**

The insurer shown in the Schedule. Each section of this policy may have a different insurer. If that is the case the name of each insurer will be shown against the section where they provide cover.

## **You/ Your/ Insured/ policyholder**

The person, company or organisation shown as insured in the Schedule to this policy.

## GENERAL CONDITIONS

### 1. Insurance Act 2015

In respect of:

- a. any duty of disclosure
- b. the effect of warranties
- c. the effect of acts of fraud

the rights and obligations applying to You and Us shall be interpreted in accordance with the provisions of the Insurance Act 2015.

### 2. Vehicles owned/operated by You

If the Schedule specifies the number of Vehicles owned or operated by You and at the time of an Event giving rise to a claim under this policy You own or operate more Vehicles than shown then We will not pay more than the proportion of the claim that the number of Vehicles specified bears to the actual number of Vehicles owned or operated by You.

### 3. Full Value Sum Insured

The Full Value Sum Insured that you select must represent the full value of the Own Equipment carried on each Vehicle and stored in the Locked Building or purpose designed tool store calculated in accordance with the Settlement Clause on page 13 of this policy. If We have reason to believe that the Full Value Sum Insured is less than the actual value of Own Equipment then We will reduce the value of any claim that We pay by the difference that the proportionate value of the Full Value Sum Insured represents to the total value of Own Equipment.

### 4. Reasonable Precautions

Failure to take reasonable precautions to prevent, minimise or mitigate any Damage which may give rise to a claim under this policy will invalidate Your policy or result in a claim being rejected or settlement reduced.

### 5. Economic, Financial or Trade Sanctions

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this policy if and to the extent that doing so would breach any Prohibition.

If any such Prohibition takes effect during the Period of Insurance We or You may cancel that part of this policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of the policy is cancelled We shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purposes of this Clause Prohibition shall mean any economical financial or trade sanctions imposed by the European Union or United Kingdom or any other prohibition or restriction imposed by law or regulation of the country of which this policy is issued or would otherwise provide cover.

### 6. Other Insurance

Where a claim under Your policy is, or would but for the existence of this policy, be covered by any other insurance We will only indemnify You in respect of any amount beyond that which would have been payable under such other insurance had this policy not existed.



## **7. Contracts (Rights of Third Parties) Act**

A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of any third party which exists or is available apart from that Act.

## **8. Subrogation**

You or any insured person must allow Us to take in Your name or the name of any insured person all the steps necessary to enforce Your rights or those of the insured person against any other party, including the defence or settlement of any claim or the pursuit of a claim in the name of You or any other insured person and We will pay the reasonable costs and expenses involved

The logo for Provego underwriting features the word "Provego" in a large, light red, serif font. Below it, the word "underwriting" is written in a smaller, light red, sans-serif font. A large, stylized, multi-colored arc (rainbow gradient) curves over the text, starting from the left and ending with a hook-like shape on the right.

Provego  
underwriting

## GENERAL EXCEPTIONS

We will not pay claims:

### 1) Excluded Property & Excluded Risks:

for Damage to:

- a) money, securities for money, negotiable instruments, unused postage stamps, savings stamps, cash, credit, debit and/or charge cards, consumer redemption vouchers, stamps or cards, lottery tickets and/or scratch cards and property of a similar nature.
- b) Lap-top, palm-top and similar portable computer equipment, mobile telephones, smartphones or mobile communication equipment
- c) Own Property whilst being driven under its own motive power or whilst being towed on its own road wheels.
- d) Own Property whilst being dismantled, erected commissioned or tested
- e) Own Property due to wear and tear, inherent vice, electrical or mechanical breakdown.
- f) second-hand or used Own Property due to scratching or denting unless due to an accident involving the conveying vehicle.
- g) Own Property caused by atmospheric or climatic conditions unless the Own Property was contained within a fully enclosed area of the Vehicle or protected by vehicle sheets.

### 2) Unattended Own Property:

For theft or attempted theft of Own Property whilst Unattended:

- a) unless left in the Vehicle where such property is contained in a cargo or luggage compartment where the contents are not visible to any passer-by and all windows, doors and other openings are properly fastened and locked and any alarm is set and where parked at the end of a normal working day:
  - i. the Vehicle is parked in a locked compound or
  - ii. if You are stopping at a hotel then the Vehicle is parked in the hotel car-park or in a well-lit road adjacent to Your hotel, or
  - iii. if at home the Vehicle is parked on Your driveway, or on a well-lit road adjacent to Your home.
- b) unless unloaded from the Vehicle and stored in a Locked Building or in a purpose designed locked tool store that is permanently fixed to the floor.

### 3) Confiscation:

for Damage caused by or arising from confiscation, requisition or order of any government or other officials or authorities other than Damage to Own Property whilst in or on a Vehicle which is being held by the police authorities during the investigation of a road traffic accident fatality.

### 4) Electronic risks:

caused by or:

- a) contributed to by, or arising from any Virus or Similar Mechanism.
- b) arising from any malicious act resulting in any inability or failure to receive, send, access or use Data (for any time at all).
- c) arising from any malicious creation, input, destruction, erasure, distortion, corruption, alteration, misinterpretation, misappropriation or use of Data.

### 5) War and Radioactivity:

caused by, or contributed to by, or arising from:

- a) war, invasion, Terrorism, act of foreign enemy, hostilities (whether war be declared or not) military or usurped power, revolution, rebellion, insurrection or civil war.
- b) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any:
  - 1) nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - 2) radioactive matter but not 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.
- e) any chemical, biological, bio-chemical or electromagnetic weapon

**6) Excess**

for the first £100 of each and every claim.

**7) Virus, Disease and Pandemic**

for any 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
- b) Coronavirus disease (COVID-19)
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
- d) any mutation of or variation of a), b) or c) above
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation
- 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.

## **POLICY COVER**

### **Indemnity**

#### **1) Own Property**

You are covered to the extent provided by this policy for Damage to Own Property occurring within the Territorial Limits during the Period of Insurance whilst the Own Property is:

- a) Being loaded upon, carried by or unloaded from any Vehicle for which cover is provided under this policy, or
- b) stored off the Vehicle in a Locked Building or a purpose designed tool store.

Subject to the Vehicle Limit shown in the Schedule.

#### **2) Employee's Personal Effects**

We will by payment (or at Our option by repair, reinstatement or replacement) indemnify You for Damage to Employee's Personal Effects occurring within the Territorial Limits during any Period of Insurance whilst being loaded upon, carried by or unloaded from any Vehicle owned or operated by You and specified in the Schedule provided that the Event Limit for Employee's Personal Effects is £350

#### **3) Incoming Goods Cover**

If You have ordered new Own Property from an address anywhere in the Territorial Limits We will indemnify you up to an Event Limit of £1,000 for Damage to such goods in transit providing You can show that You were responsible to insure the property whilst in transit.

#### **4) Transshipment and other expenses**

We will indemnify You for reasonable additional costs incurred by You in:

- a) transshipping Own Property to another Vehicle and delivering to the original destination or returning to the place of dispatch
- b) removal of debris following Damage to Own Property in transit due to Fire, collision or overturning of the conveying Vehicle.

The Event Limit applicable to this extension is £5,000.

#### **5) General Average and Salvage Charges**

We will indemnify You for Your liability for General Average and Salvage charges payable according to foreign statement or the York Antwerp Rules.

#### **6) Demonstration Equipment**

We will pay up to the Vehicle Limit shown in the Schedule for Damage to demonstration equipment at Your customer's premises for the purposes of demonstration by You.

## Claims Conditions

### Notification

Failure to comply with the Claims Conditions may result in a claim being rejected or settlement being reduced unless in Our opinion such failure has not prejudiced the investigation or mitigation of the claim.

All claims must be notified to Us within 14 days of the event giving rise to the claim using the contact details shown in the Schedule or using the information on Provego website at [www.Provego.co.uk/claims](http://www.Provego.co.uk/claims)

### Your responsibilities

You must without unreasonable delay:

1. hold any other party who may have caused the claim liable in writing by way of a registered letter;
2. notify the police of any theft, malicious damage or other crime involving theft, vandalism or any malicious or criminal act;
3. provide Us with the following information:
  - a. the policy number stated in the Schedule;
  - b. a completed claim form, and
  - c. copy invoices, Own Property inventory, photographs and any other supporting documentation, and
  - d. a full description of the property Damaged, the type of loss and how the loss occurred, and
  - e. an estimate (if available) of the extent of loss, and
  - f. the exact location of the Damaged property or equipment, including a person to contact plus telephone numbers and email addresses.

### Settlement

The agreed method of establishing the value of Own Property for declaration and claims adjustment purposes is:

Type of Property	Basis of claims settlement	
<b><i>New Own Property including unused Demonstration Equipment</i></b>	The invoice value of the property or at Our option we may replace, repair or reinstate	
<b><i>Second hand property including used Demonstration Equipment</i></b>	<b><i>Age at the time of the loss (months)</i></b>	<b><i>Deduction for wear, tear and depreciation</i></b>
	1 – 12 inclusive	-10%
	13- 24 inclusive	-20%
	25 – 36 inclusive	-30%
	37- 48 inclusive	-40%
	49 or more	-50%
<b><i>Employee's Personal Effects</i></b>	<ol style="list-style-type: none"><li>1. If the property is totally lost We will pay the value of the property at the time of the loss with a deduction for wear and tear but we will not pay more than the Event Limit for Employee's Personal Effects</li><li>2. If the property is damaged We will pay the cost of repair at the time and place of the loss</li></ol>	
<b>All Property:</b>		

We will only pay for the value of that part of the property insured which is actually lost or damaged regardless of whether it affects the value of other parts of the property insured.

### **Our Rights**

1. We reserve the right to take over absolute control and conduct in Your name the negotiation proceeding defence or settlement of any claim against or prosecute any claim in Your name for Our benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
2. In the event of total loss of the property insured by this policy We have the right to salvage. If We do not exercise this right You remain responsible for it and for its safe disposal

The logo for Provego underwriting features the word "Provego" in a large, light red, serif font. Below it, the word "underwriting" is written in a smaller, light red, sans-serif font. A large, stylized, multi-colored arc (rainbow gradient) curves over the text, starting from the left and ending on the right, partially overlapping the "o" in "Provego".

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# Fair Processing

## How We Use Your Information

Provego Limited and Royal & Sun Alliance Insurance Ltd (RSA) are the joint data controllers of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used by Provego Limited and your rights in relation to your information please see our Privacy Policy – <http://www.provego.co.uk/privacy-policy>

For further information on how your information is used by RSA and your rights in relation to your information, please see their Privacy Policy – <https://www.rsagroup.com/support/legal-information/privacy-policy>

If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

We may process your information for a number of different purposes. For each purpose we must have a legal ground for such processing. When the information that we process is classed as “special categories of personal data”, we must have a specific additional legal ground for such processing.

Generally, we will rely on the following legal grounds:

- It is necessary for us to process your personal information to provide your insurance policy and services. We will rely on this for activities such as assessing your application, managing your insurance policy, handling claims and providing other services to you.
- We have an appropriate business need to process your personal information and such business need does not cause harm to you. We will rely on this for activities such as maintaining our business records and developing, improving our products and services.
- We have a legal or regulatory obligation to use such personal information.
- We need to use such personal information to establish, exercise or defend our legal rights.
- You have provided your consent to our use of your personal information, including special categories of personal data.

## How We share Your information

In order to sell, manage and provide our products and services, prevent fraud and comply with legal and regulatory requirements, we may need to share your information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on our, or your behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Provego Underwriting Group

## **Marketing**

We will not use your information or pass it on to any other person for the purposes of marketing further products or services to you unless you have consented to this.

## **Fraud Prevention and Detection**

In order to prevent or detect fraud and money laundering we will check your details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. You can find further details in our full Privacy policy explaining how the information held by fraud prevention agencies may be used or in which circumstances we conduct credit reference checks and how these checks might affect your credit rating.

## **Automated Decisions**

We may use automated tools with decision making to assess your application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether we are able to offer insurance, the appropriate price for your policy or whether we can accept your claim. If you wish to contest an automated decision, you can contact us using the details provided at the end of this page.

## **International Transfers**

Under data protection law, when personal information is being transferred outside the European Economic Area (EEA), we as data controller, are under an obligation to ensure that such transfers are performed in a manner that ensures that your personal information is adequately protected.

## **How to Contact Us**

Please contact us if you have any questions about our privacy policy or the information we hold about you. You can do this by writing to The Managing Director, Provego Underwriting, Lasyard House, Underhill Street, Bridgnorth WV16 4BB or by email to [info@provego.co.uk](mailto:info@provego.co.uk).