

Tradesman Personal Tools Policy document



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Data protection statement

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via www.zurich.co.uk/dataprotection

How you can contact us

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via gbz.general.data.protection@uk.zurich.com or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

Important notes

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Our complaints procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

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

Telephone: 08000 234567 (free on mobile phones and landlines)

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

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Your Tradesman Personal Tools policy

This policy is a contract between **you** and **us**.

This policy and any schedule, endorsement and certificate should be read as if they are one document.

We will insure **you** during any period of insurance for which **we** have accepted **your** premium. **Our** liability will in no case exceed the amount of any sum insured or limit of liability stated in this policy, the schedule or any endorsement to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

Law applicable to this contract

In the UK the law allows both **you** and **us** to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon **your** address stated in the schedule. If there is any dispute as to which law applies it will be English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this policy and any schedule, endorsement and certificate carefully and if they do not meet **your** needs return them to **us** or **your** broker or insurance intermediary.

Meaning of words

Certain words in the policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section of the policy. To help **you** identify these words in the policy **we** have printed them in **bold** throughout.

Business

The business shown in the schedule including:

- a) the provision and management of canteen, social, sports and welfare organisations for the benefit of **your employees** and first aid, fire and ambulance services
- b) maintenance of property and **premises** owned or occupied by **you**.

Damage

Loss or damage.

Employee

Any of the following people working for **you** in connection with **your business**:

- a) anyone who has entered into or works under a contract of service or apprenticeship with **you**
- b) any labour master, labour only subcontractor or anyone employed by them
- c) any self-employed person
- d) anyone who is engaged under a Work Experience scheme or similar scheme
- e) anyone who is hired or borrowed by **you**.

Excess

The amount stated in the schedule to this policy for which **you** are responsible and which will be deducted from any payment under this policy after all other terms and conditions have been applied.

Nuclear installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

Nuclear reactor

Any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Personal tools

Powered and non-powered hand-held tools of all types including hand-held toolboxes and tool bags belonging to, held under a hire purchase agreement by, leased to or hired to **you** or **your employee**.

We, us, our or ours

Zurich Insurance Company Ltd.

You, your, yours or yourselves

The person, people (either acting in partnership or on behalf of an unincorporated organisation) or the company stated in the schedule as the insured.

The cover

What is insured

Damage to personal tools occurring whilst in **your** custody or control during the period of insurance within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and the European Union.

We will at **our** option indemnify **you** by payment, reinstatement, replacement or repair.

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

- a) where the item is lost 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 loss or damage

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

What is not insured

Breakdown

damage to any tool caused by its own breakdown or explosion

Computer equipment

damage to computers tablets mobile phones or similar devices

Inventory losses

loss by disappearance or by shortage which is only discovered by a routine inventory or periodic stocktaking.

Limit of liability

The most **we** will pay for all claims made for any one period of insurance in the case of **personal tools** is shown in the schedule against **personal tools**.

Where any Limit of Liability has been reduced by the amount of a claim **we** will automatically reinstate it provided **you** agree to pay any additional premium required by us. Such additional premium will be disregarded for the purpose of any adjustment of premium under this policy.

Security conditions

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

- a) a vehicle provided that the doors of the vehicle are locked and all its windows and other openings are fully closed and properly fastened; or
- b) a locked building or locked storage unit.

General exclusions

This policy does not cover:

- 1 death, injury, disablement or loss or **damage** to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other nuclear assembly or nuclear component thereof
 - c) any weapon 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 radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
 - e)
 - i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
 - ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
 - f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- 2 **damage** to any electrical plant or appliance caused by its own:
 - a) over running
 - b) short circuiting
 - c) excessive pressure
 - d) self heating.

This exclusion shall not apply where fire spreads to cause **damage** to other plant or appliances or other property insured

- 3
 - a) loss, destruction or **damage**
 - b) consequential loss, additional expenditure or extra expenses
 - c) legal liability
 - d) other fees, costs disbursements, awards or other expenses

of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- i) the way in which any Data Processing System responds to or deals with or fails to respond to or fails to deal with any true calendar date
- ii) any Data Processing System responding to or dealing in any way with:
 - 1) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - 2) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such Data Processing System is **your** property or not but this shall not exclude subsequent loss destruction or **damage** or consequential loss, additional expenditure or extra expenses (not otherwise excluded) which itself results from a Defined Peril otherwise covered by this policy

For the purpose of this Exclusion the following special meanings shall apply:

'Data Processing System' shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

'Defined Peril' shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe. Impact by any vehicle or by goods falling from them or animal.

- 4 i) **damage** to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property is insured or not where such **damage** is caused by Virus or Similar Mechanism, or Hacking, or Denial of Service Attack
- ii) consequential loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack

but this shall not exclude **damage** or consequential loss which results from a Defined Peril (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence)

For the purpose of this Exclusion the following special meanings shall apply:

'Virus or Similar Mechanism' shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to Trojan horses, worms and logic bombs.

'Hacking' shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether the property of the Insured or not.

'Denial of Service Attack' shall mean any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems. Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

'Defined Peril' shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any vehicle or by goods falling therefrom or by any animal.

- 5 **damage** or consequential loss occasioned by or happening through or in consequence directly or indirectly of riot or civil commotion in Northern Ireland
- 6 loss, **damage**, consequential loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
 - a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any organisation(s) or government(s) de jure or de facto and which:
 - i) involves violence against one or more persons
 - ii) involves damage to property
 - iii) endangers life other than that of the person committing the act
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
 - b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action as described in a) above.

In any action or suit or other proceedings where **we** allege that by reason of this exclusion cover is not provided by this section of the policy the burden of proving that cover is provided under this section will be upon **you**

- 7 any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:
 - a) a Communicable Disease; or
 - b) the fear or threat (whether actual or perceived) of a Communicable Diseaseregardless of any other cause or event contributing concurrently or in any other sequence thereto.

For the purpose of this Exclusion the following special meaning shall apply:

'Communicable Disease' shall mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

General conditions

In the following conditions the word **you** also includes any other person insured under the policy.

- 1 The policy, schedule, endorsements and any certificate(s) shall be read as though they were one document.
- 2 **You** will take all reasonable steps to protect the property, prevent accidents and comply with laws, bye-laws or regulations and take reasonable care in the selection and supervision of **employees**.
- 3 **You** must notify **us** as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by **you** to **us** or stated as material facts by **us** to **you** which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change **we** will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to **us** then **we** are under no obligation to agree to make them and may no longer be able to provide **you** with cover.

If **you** do not notify **us** of any such change **we** may exercise one or more of the options described in clauses c) i), ii) and iii) of General Condition 8 but only with effect from the date of the change in circumstances or material facts.

- 4 If **you** or anyone acting on **your** behalf:
 - a) makes a fraudulent or exaggerated claim under this policy; or
 - b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
 - c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
 - d) submits a claim under this policy for loss or damage which **you** or anyone acting on **your** behalf or in connivance with **you** deliberately caused; or
 - e) realises after submitting what **you** reasonably believed was a genuine claim under this policy and then fails to tell **us** that **you** have not suffered any loss or damage; or
 - f) suppresses information which **you** know would otherwise enable **us** to refuse to pay a claim under this policy

we will be entitled to refuse to pay the whole of the claim and recover any sums that **we** have already paid in respect of the claim.

We may also notify **you** that **we** will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If **we** terminate this policy under this condition **you** will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of **you** this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

- 5 **We** have the right to cancel this policy, or any section or part of it, by giving 30 days notice in writing by special delivery mail to **your** last known address.
- 6 If **we** admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. **You** may not take legal action against **us** over the dispute before the arbitrator has reached a decision.
- 7 This policy will come to an end immediately if **your** organisation ceases to exist or if **you** die where **you** are an individual except that **your** executors or personal administrators will be entitled to benefit from any cover until **your** estate has been administered.
- 8 a) At inception and renewal of this policy and also whenever changes are made to it at **your** request **you** must:
 - i) disclose to **us** all material facts in a clear and accessible manner; and
 - ii) not misrepresent any material facts.
- b) If **you** do not comply with clause a) of this condition **we** may:
 - i) avoid this policy which means that **we** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless in which case **we** will not return the premium paid by **you**; and
 - ii) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred.

c) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what **we** would have done if **we** had known about the facts which **you** failed to disclose or misrepresented:

i) if **we** would not have provided **you** with any cover **we** will have the option to:

- 1) avoid the policy which means that **we** will treat it as if it had never existed and repay the premium paid; and
- 2) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred

ii) if **we** would have applied different terms to the cover **we** will have the option to treat this policy as if those different terms apply. **We** may recover any payments made by **us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied

iii) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.

d) Where this policy provides cover for any person other than **you** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession **we** will not invoke the remedies which might otherwise have been available to **us** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than **you**.

Provided always that if the person concerned or **you** acting on their behalf makes a careless misrepresentation of fact **we** may invoke the remedies available to **us** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

- 9 **You** must tell **us** immediately if any **building** or part of any **building** insured by this policy becomes unoccupied and pay an additional premium if required. **We** shall have the right to change the terms and conditions of the policy and **you** must action any risk improvement measures that **we** may require.
- 10 Notwithstanding any other terms of this policy **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **yours** would violate any applicable trade or economic sanctions law or regulation.

Claims conditions

- 1 Upon learning of any circumstances likely to give rise to a claim **you** must:
 - a) tell **us** as soon as is reasonably possible and give **us** all the assistance **we** may reasonably require
 - b) as soon as is reasonably possible, tell the Police if the **damage** is by theft or attempted theft or by riot or civil, labour or political disturbances or vandals or malicious people as well as taking all practical steps to discover the identity of the guilty person or persons and to trace and recover any missing property
 - c) immediately send to **us** unacknowledged any writ or summons issued against **you**
 - d) supply, at **your** own expense, full details of the claim in writing including any supporting evidence and information that **we** require within the following periods:
 - i) 7 days for **damage** by riot or civil, labour or political disturbances or vandals or malicious people
 - ii) 30 days after the expiry of the **maximum indemnity period** under any business interruption section of this policy
 - iii) 30 days after any other **damage**, interruption or bodily injury, illness, disease or death
 - e) take action to minimise the **damage** and to avoid interruption or interference with the **business** and to prevent further injury or **damage**
 - f) preserve any damaged or defective property which might prove necessary as evidence for examination by **us** or **our** representatives.

- 2 **We** shall have the right to settle a claim by:

- a) the payment of money
- b) reinstatement or replacement of the property lost or damaged
- c) repair of the property lost or damaged.

If **we** decide to settle a claim by reinstatement, replacement or repair of property insured by this policy **we** shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance.

We shall not spend on one item more than its sum insured.

We shall not be responsible for temporary repairs carried out without **our** consent (unless such temporary repairs are carried out under the Expediting Repairs extension to any Contract Works and Plant Insurance section of this policy) or any consequences nor for the cost of any alterations additions improvements or overhauls carried out on the occasion of a repair.

Where **damage** is confined to a part of an item of property insured by this policy **we** shall be liable only for the value of that part plus the cost of any necessary dismantling and erection for which **you** are responsible.

You shall not be entitled to abandon any property to **us** whether taken into possession by **us** or not.

- 3 **We** shall have the right to the salvage of any property insured.
- 4 **You** must not admit, deny, negotiate or settle any claim without **our** written consent.
- 5 If at the time of the claim there is any other policy covering the same property or occurrences insured by this policy **we** will be liable only for **our** proportionate share. If any such other policy has a provision preventing it from contributing in like manner then **our** share of the claim shall be limited to the proportion that the sum insured bears to the value of the property insured.
- 6 **We** are entitled to:
 - a) take the benefit of **your** rights against another person before or after **we** have paid a claim
 - b) take over the defence or settlement of a claim against **you** by another person.

We will not take the benefit of **your** rights against any company standing in the relationship of parent to subsidiary or of subsidiary to parent to **you** or any company which is a subsidiary to **your** own parent company (in each case as defined in the Companies Act or Companies (NI) Order current at the time the **damage** occurred or the liability was incurred).

- 7 **We** have the right to enter the building where the **damage** has happened and to take and keep any of the property insured and deal with salvage in a reasonable manner.

8 If a dispute under a construction **contract** defined in the Housing Grant, Construction and Regeneration Act 1995 is being referred to adjudication under the procedures of the Act and may involve **us** in a payment under this policy, then **you** must:

- a) tell **us** immediately **you** become aware of the referral
- b) forward to **us** immediately upon receipt all relevant documents in connection with the dispute.

We will only be responsible for damages and costs that become payable by **you**.

You must not waive under **contract** or otherwise any rights of appeal against the decision given by the adjudicator. If **you** do not comply with this **we** will not pay the damages or costs for which **you** are held responsible to pay.

If **we** successfully appeal against a decision and **we**:

- i) are allowed a full or partial recovery; and
- ii) have not received the amount involved from any source after a period of six months from the date of the decision

we reserve the right to recover the amount from **you**.

Zurich Insurance Company Ltd

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