



## Your Policy Wording

Below is a list of what information this document includes:

- Important Information
- Policy Wording
- Definitions
- What is covered
- What is not covered
- Policy Conditions and Limitations
- Policy cancellation
- Mid-term adjustments
- What to do if **you** have a complaint
- Financial Compensation
- General Data Protection Regulation (GDPR), which is effective as of May 25 2018

## IMPORTANT INFORMATION

This insurance product has been specifically designed to provide insurance protection for **your personal tools** and meets the demands and needs of individuals permanently resident in the UK who use **personal tools** as part of their business and wish to protect them against **accidental damage, theft** or loss.

**You** are required to register **your** details and the value of **your personal tools** through the **portal** and pay the premium for the selected option to benefit from the insurance. **Your** cover does not commence until **you** have paid the premium and received confirmation from the **administrator** that **your** details have been registered.

The **personal tools** must be in good condition and full working order at the time of registering for the insurance on the **portal**. If there is evidence that the **accidental damage, theft** or loss occurred prior to the policy inception date, this will result in **your** claim being refused.

**Please note that there are some exceptions or exclusions relating to the cover provided by this policy and it is therefore important that you read the section headed “What is not covered”.**

We have not provided **you** with a personal recommendation as to whether this policy is suitable for **your** specific needs, so **you** must decide for **yourself** whether it is or not. **You** have made a reasoned decision on the basis of the information provided and can cancel this insurance at any time should **you** decide the cover is no longer suitable.

## **PLEASE KEEP YOUR INSURANCE DOCUMENTS SAFE**

Please keep this document in a safe place in case **you** need to read it again or make a claim.

If **you** have any disability that makes communication difficult, please advise the **Administrators** and they will be pleased to help.

## **POLICY WORDING**

Please read this document carefully and make sure **you** understand fully what is covered and what is not covered, also ensuring **you** comply with all of the policy conditions as a breach of a condition can invalidate **your** policy and may mean that any claims made will not be paid.

If any of the details are incorrect please contact the **Administrator** immediately.

### **Evidence of Cover**

This document and **your Insurance schedule** are **your** full insurance policy documents. In return for payment of the premium the **Insurer** will insure **you** in accordance with the terms and conditions stated in these documents

### **About your insurance**

This insurance is offered by:

Insync Insurance Solutions Ltd is authorised and regulated by the Financial Conduct Authority under registration number 766691, registered company number 08810662 in England and Wales at Midland House, 2 Poole Road, Bournemouth, Dorset, BH2 5QY. The trading address is 9 Albany Park, Cabot Lane, Poole, Dorset BH17 7BX. CoverMyTools is a registered trading style of Insync Insurance Solutions Ltd.

### **This Policy is underwritten by Great American International Insurance DAC**

This policy is underwritten by Great American International Insurance DAC who are A+ rated by Standard & Poor's and are part of the Great American Insurance Group. Great American International Insurance DAC are authorised and regulated by the Central Bank of Ireland and registered in Ireland at Station House, Dublin Road, Malahide, Co Dublin, Ireland. Company Registration Number 380145. In respect of business in the United Kingdom, Great American International Insurance DAC are regulated by the Financial Conduct Authority (number 402274) for conduct of business rules. This can be confirmed at <http://www.fca.org.uk/register> or by contacting the Financial Conduct Authority on 0800 111 6768

**Your policy is administered by:**

Insync Insurance Solutions Ltd who are authorised and regulated by the Financial Conduct Authority under registration number 766691, registered company number 08810662 in England and Wales at Midland House, 2 Poole Road, Bournemouth, Dorset, BH2 5QY. The trading address is 9 Albany Park, Cabot Lane, Poole, Dorset BH17 7BX.

Claims are administered by:

Great American Specialty and Affinity Ltd, a limited company registered in England (Registered Number 7325969) with a registered office at 32 Queen Square, Bristol, BS1 4ND. Telephone: 0330 018 3441 Email: claimsuk@GAIG.COM The claims **administrator** is appointed by the **Insurer** and has entered into a separate agreement with the **Insurer** to provide the claims administration services on behalf of the **Insurer**.

#### Introduction

This insurance policy provides insurance against **accidental damage, theft** or loss for **your personal tools** whilst **your** policy is in force subject to the terms, conditions, and limitations shown below.

#### Period of Cover

The insurance starts at the time **you** register **your** details and the value of **your personal tools** on the **portal**, pay the premium and receive confirmation from the **administrator** that **your** details have been registered. The insurance ends automatically after 12 months unless **you** renew it.

## DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in **your** policy document and are shown in bold italics throughout.

#### **Accidental damage**

means the sudden and unforeseen damage to **your personal tools** not otherwise specifically excluded under this policy.

#### **Administrator**

means Insync insurance Solutions whose trading address is 9 Albany Park, Cabot Lane, Poole, Dorset BH17 7BX or for claims means Great American Specialty and Affinity Ltd, a limited company registered in England (Registered Number 7325969) with a registered office at 32 Queen Square, Bristol, BS1 4ND Telephone: 0800 048 1805 or Email: hello@covermytools.co.uk

#### **Approved supplier:**

Means the provider of claim fulfilment services for replacements, appointed by the **Insurer**. For the purposes of this policy the **Approved supplier** is Machine Mart.

#### **Insurance schedule:**

means the document which confirms the insurance cover, the period of insurance, policyholder details and the value of the **personal tools** on cover.

#### **Insurer:**

means Great American International Insurance DAC, a company incorporated in Ireland whose registered office is at Station House, Dublin Road, Malahide, Co. Dublin, Ireland Registered in Dublin under Registration Number: 380145.

#### **Left unattended**

means not within **your** sight at all times and out of **your** arms-length reach.

#### **Personal tools**

Powered and non-powered hand held tools of all types used in the course of **your** business, belonging to, held under a hire purchase agreement by, leased to or hired to **you** and for which **you** have paid the premium. In the event of a claim this must be evidenced by the relevant **Proof of ownership**. The **personal tools** must be fully operational at the time of inception and free from any fault or damage.

#### **Portal**

means a web based registration system, provided and managed by the **Administrator**.

#### **Proof of ownership**

means the original purchase receipt provided at the point of sale that gives details of **your personal tools**

purchased as new from a UK VAT registered company supplied with full UK consumer rights and warranties (excluding online auctions), or similar documents that provide proof that **you** own the **personal tools** or that they are held under a hire purchase agreement by, leased to or hired to **you**.

### **Theft**

means the unauthorised dishonest taking of **your personal tools** by a third party with the intention of permanently depriving **you** of it, as confirmed by a Police crime report. **Theft** claims must be accompanied by a valid Police crime reference. Lost property reports and numbers will not be accepted in support of a **theft** claim.

### **We, us, our**

means the **Insurer**.

### **You, your, yourself**

means the person who owns, rents, leases or has hired the **personal tools** covered by this policy as stated on **your Insurance schedule**.

## **WHAT WE WILL COVER** **(Subject to the exclusions shown later)**

All risks of physical loss or damage to **personal tools** owned by **you** or in **your** custody and control, during the period of insurance.

**We** will at **our** option indemnify **you** by replacing or repairing **your personal tools** in accordance with the claims procedure. **We** will not offer cash settlement.

The most **we** will indemnify **you** for any one item of **personal tools** is the amount specified on the **Insurance schedule** and limited to:

- A. Where the item is lost or damaged beyond economical repair, the value to replace the item in condition equal to but not better than its condition when **you** took out this policy or
  - B. Where the item is repaired, the amount required to return it to a working condition substantially the same as immediately before the occurrence of loss and damage
- Less any discounts available to **you** or **us**.

### Territorial Limits

This insurance covers **your personal tools** used in the UK, but cover is also extended to use anywhere in the world (excluding Cuba and Iran), for up to a maximum of 30 days, in any 12 month period.

## **WHAT WE WILL NOT COVER**

### **Policy excess**

There is a policy excess applicable to **your personal tools** in respect of each and every claim (this is the amount **you** must contribute towards **your personal tools** that are subject to a claim). This excess must be paid when **your** claim has been approved.

The excess amount applicable in respect of each **personal tools** claim covered under this policy varies depending on the value of **your personal tools** and the band **you** selected at inception of the policy. In any event, for sums insured up to £5,000, there is a minimum excess of £50 for all losses, except a minimum excess of £100 for losses from vehicles.

For sums insured above £5,000, there is a minimum excess of £250 for all losses, except a minimum excess of £500 for losses from vehicles.

Please note: If **you** chose a higher excess at inception, that is the excess that will apply.

### **General exclusions:**

**We** will not indemnify **you** for:

- Wear, tear, gradual deterioration and other gradually operating causes
- Exposure to weather conditions
- Damage to mechanically propelled vehicles
- Mechanical or Electrical breakdown or derangement
- Consumable items such as bands, hoses, belts, bulbs, blades, drill bits etc
- Damage to any **personal tools** caused by breakdown, leakage of electricity or excessive pressure therein or by its own short circuiting or over-running.
- Undamaged **personal tools** where the lost or damaged **personal tools** are part of a set
- Loss by disappearance or by shortage which is only discovered by the routine taking of an inventory or periodic stocktaking.
- Liability for any **accidental damage**, death or injury to any person or property as a result of using **personal tools**
- Any claim unless **you** have paid the premium and registered **your** details and the value of **your personal tools** through the **portal** and the **administrator** has confirmed details to **you**.
- Any claim where the **personal tools** are in possession of anyone other than **you**.
- Any claim for malicious damage which was caused by **you**.
- The policy excess.
- Any claim where the **proof of ownership** cannot be provided.
- Any kind of damage whatsoever unless the damaged **personal tools** are provided for repair.
- The VAT element of any claim if **you** are registered for VAT.
- Any other costs that are indirectly caused by the event which led to **your** claim, unless specifically stated in this document.
- Any cosmetic damage only to **your personal tools** that has no effect on its functionality, to include marring, scratching and denting.
- Any repairs or other costs for repairs carried out by anyone not authorised by **us**.
- The cost of maintenance, overhaul or modification or damage resulting from maintenance, overhaul or modification.
- Any damage as a result of lack of maintenance.
- Using **your personal tools** for purposes other than those in the users' manual.
- Any claim resulting from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind.
- Any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- Any claim resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- Any fraudulent claim as outlined in the Claims Procedure.

### Theft exclusions:

#### We will not indemnify **you** for **your Theft** claim:

- unless a Police crime report is provided in support of the **theft**. Lost property reports will not be accepted in support of **your theft** claim.
- where **your personal tools** have been stolen from any motor vehicle, unless the vehicle is locked and all alarms and protections are in operation and **your personal tools** are concealed out of sight so that forced and violent entry into the vehicle is required. Evidence of the thief's damage to the vehicle must be provided with **your** claim;
- for **theft** or attempted **theft** of **personal tools** whilst left overnight, not in a vehicle, unless in a securely locked building
- for **theft** of **your personal tools** if they are **left unattended** in a public place or a place to which the public has regular access.
- where **your personal tools** have been stolen from any premises unless force, resulting in damage to the premises, was used to gain entry or exit. A copy of the repairer's account for such damage must be supplied with **your** claim;
- for damage to **personal tools** in an open backed vehicle caused by **theft** or attempted **theft**

# CONDITIONS AND LIMITATIONS

## CLAIMS PROCEDURES

### (failure to observe these may invalidate your claim)

In the event of any incident likely to give rise to making a claim, **you** must:

- notify the claims **administrator** by telephone: 0330 018 3441 or Email: claimsuk@GAIG.COM as soon as reasonably possible following the discovery of the incident but in any event no later than 30 days (or in the event of the incident occurring outside of the United Kingdom as soon as reasonably possible following **your** return to the United Kingdom). Exceptional circumstances causing **your** delay in reporting **your** claim and where there is no additional loss to **us** may be considered.
- report the **theft** of **your personal tools** to the Police as soon as reasonably possible following the discovery of the incident and obtain a crime reference number and a copy of the police report.
- complete and return any claim form, or submit a claim form, as directed by the **Administrator** within 30 days of **you** reporting the claim to **us** with any other requested documentation.
- **We** will at **our** option indemnify **you** by replacing or repairing **your personal tools**. **We** will not offer cash settlement.
- Replacements will be carried out by the **Approved supplier** following the process in the Replacement Equipment section below.

### Replacement Equipment

- In the event that **your** claim is authorised **we** will provide **you** with a credit note to the value of **your** claim, less the excess, in the form of a gift card to be redeemed with the **Approved supplier**
- **We** will provide **you** with details of **your** nearest or most convenient **Approved supplier**
- **You** should then take the gift card to the **Approved supplier** where **you** will have the option of replacing the lost equipment with the same or an equivalent or **you** can upgrade by paying the difference.

### Limit of Liability

means the maximum indemnity per claim for **personal tools** as specified on **your Insurance schedule** and selected by **you** when **you** took this policy out.

### Fraud

**You** need to provide **us** with accurate and up-to-date information if **we** are to provide insurance cover for **you** or **your** property.

**You** need to provide **us** with accurate and up-to-date information if **you** are making a claim under **your** own policy.

Failure to provide sufficient information may prevent **us** from providing cover or, if **you** are making a claim, may delay the processing of **your** claim. The provision of false information may mean that a claim made by **you** under the policy will not be paid and may possibly result in criminal prosecution for fraud.

The **Administrators** employ a dedicated team of fraud specialists. If any fraudulent or misleading claim is made or if any fraudulent or misleading means or devices are used under this insurance, **you** will not be allowed to continue with **your** claim and **your** policy will be cancelled with immediate effect from the date of the fraudulent action.

The **Administrator** will be entitled to instruct an investigation into **your** claim and recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. The police will also be informed and/or any law enforcement agency about the circumstances of any fraudulent claims. **Your Insurer** may also prosecute those who make fraudulent or misleading claims.

### Choice of Law

This insurance will be governed by English Law, and **you** and **we** agree to submit to the exclusive jurisdiction of the courts of England and Wales, unless **you** reside in Scotland or Northern Ireland, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction.

## POLICY CANCELLATION

**You** may cancel the cover and receive a full refund at any time during the first 14 days (the “cooling off period”) by notifying the **Administrator** by email or by calling telephone number 0800 048 1805 (local rate call). **You** may cancel the cover at any time after the cooling off period by giving 30 days’ notice to the **administrator** and provided that no claims have been reported under the policy and the premium has been paid in full **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period.

**We** may also cancel this cover by giving **you** 30 days’ notice to **you** at **your** last known address. If **we** do cancel this cover, provided the premium has been paid in full and that no claims have been reported **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period.

### MID-TERM ADJUSTMENTS – changing your personal details

In the event that any of **your** personal details change, such as address, email or contact numbers, please update **your** details through the **portal**.

## WHAT TO DO IF YOU HAVE A COMPLAINT

### In relation to the policy sales process and policy administration:

It is always the intention to provide **you** with a first class service. However, if **you** are not happy with the sales service, please write to the Customer Relations Manager of Insync Insurance Solutions Limited.

Their contact details are:

FAO: Customer Relations Manager Insync Insurance Solutions Ltd

9 Albany Park Cabot Lane Poole

Dorset BH17 7BX Tel: 0800 048 1805

E-mail: [hello@covermytools.co.uk](mailto:hello@covermytools.co.uk)

### In relation to the claim handling service:

It is always the intention to provide **you** with a first class service. However, if **you** are not happy with the claim handling service, please write to the Customer Services & Claims Manager of the claims

#### **Administrator:**

Their contact details are:

FAO:

Customer Services & Claims Manager,

Great American Specialty and Affinity Ltd.,

32 Queen Square,

Bristol, BS81 4ND

Tel: 0330 018 3441

E-mail: [claimsuk@GAIG.COM](mailto:claimsuk@GAIG.COM)

**We** will acknowledge **your** complaint within 2 working days. **You** have the right to refer **your** complaint to the Financial Ombudsman Service at any time:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR, United Kingdom. Telephone: 03001239123. For calls outside of the UK, please call 0044 207 964 1000.

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). Web Address: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If **you** wish to complain about an insurance policy purchased online **you** may be able to use the European Commission’s Online Dispute Resolution platform, which can be found at the following address: <http://ec.europa.eu/consumers/odr>

These procedures do not affect **your** legal rights.



## ECONOMIC OR TRADE SANCTIONS

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

## DATA PRIVACY STATEMENT

### Data Protection

Great American International Insurance DAC processes the personal data of policyholders and insureds on the basis of legitimate interest whereby the processing of the personal data is necessary for the performance of a contract of insurance and/or for assisting in the underwriting of a potential risk. This Privacy Notice describes Great American's data protection practices and data subjects' rights in respect of personal data.

Depending upon the kind of insurance cover **we** are being asked to provide and the kind of claim **we** are being asked to settle **we** will seek different kinds of information. For example Information about people and property for which **we** provide insurance cover is sought by **us** before cover is provided.

In order to provide insurance cover (an insurance policy) or to settle a claim **we** generally need information about:

- a) The person and / or property that **we** are being asked to insure
- b) Property, for which repair or replacement costs are being sought under **our** insurance policy
- c) Medical and/or relevant conviction information where necessary to assess the risk

### Who we share information with

Great American may share the personal data of policyholders and insureds with other entities within the Great American Insurance Group. Various entities of this group are located outside the European Economic Area (namely the United States of America). Great American has the standard provisions on data protection as drawn up by the European Commission included in agreements in force between the entities of the Great American group to ensure adequate safeguarding of information.

Great American also shares data with non-Group entities. Third parties to whom **we** disclose **your** Personal Information are required by law and contractual undertakings to keep **your** Personal Information confidential and secure, and to use and disclose it for purposes that a reasonable person would consider appropriate in the circumstances, in compliance with all applicable legislation. The purposes for which **we** may disclose **your** Personal Information to third parties are as follows:

- a) With **our** appointed agents and intermediaries for insurance administration and claims validation purposes
- b) With loss adjusters for claims investigation purposes
- c) With **our** reinsurance providers
- d) With agents authorised by **you** to act on **your** behalf
- e) With regulatory bodies

### How long will we hold your information?

The personal data of insureds / policyholders are kept no longer than is necessary for the performance of a contract or required by law.

### Security of Personal data

Great American takes appropriate technical and organisational measures to protect the personal data of policyholders and insureds against loss or against any form of unlawful processing.

## What are your rights with respect to your Data?

**You** have a number of rights relating to **your** information. **You** have the right to:

- **Request access** to **your** personal data (commonly known as a “data subject access request”). This enables **you** to receive a copy of the personal data **we** hold about **you** and to check that **we** are lawfully processing it.
- **Request correction** of the personal data that **we** hold about **you**. This enables **you** to have any incomplete or inaccurate data **we** hold about **you** corrected.
- **Request erasure of your personal data**. This enables **you** to ask **us** to delete or remove personal data where **you** believe there is no good reason for **us** continuing to process it.
- **Object to processing** **you** can object to any processing of **your** personal data, however it is important to note that this may result in Great American being unable to provide coverage.
- **Request restriction** of processing of **your** personal data. This enables **you** to ask **us** to suspend the processing of **your** personal data in the following scenarios: (a) if **you** want **us** to establish the data’s accuracy; (b) where **our** use of the data is unlawful but **you** do not want **us** to erase it; (c) where **you** need **us** to hold the data even if **we** no longer require it as **you** need it to establish, exercise or defend legal claims; or (d) **you** have objected to **our** use of **your** data but **we** need to verify whether **we** have overriding legitimate grounds to use it.
- **Request the transfer** of **your** personal data to **you** or to a third party. **We** will provide to **you**, or a third party **you** have chosen, **your** personal data in a structured, commonly used, machine-readable format.
- **Request details of transfers outside of the EEA** of **your** personal data. **You** can ask to obtain a copy of, or reference to, the safeguards under which **your** personal data is transferred outside of the European Economic Area.

**You** will not have to pay a fee to access **your** personal data (or to exercise any of the other data protection rights). However, **we** may charge a reasonable fee if **your** request is clearly unfounded, repetitive or excessive. **We** may also need to request specific information from **you** to help **us** confirm **your** identity and ensure **your** right to access **your** personal data. This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. **We** try to respond to all requests within one month. Occasionally it may take **us** longer than a month if **your** request is particularly complex or **you** have made a number of requests. In this case, **we** will notify **you** and keep **you** updated.

## Contact and Complaints

Should there be any queries with respect to this Data Protection and Privacy Statement please write to the Data Protection Officer at Great American International Insurance DAC of Station House, Dublin Road, Malahide, Co. Dublin, Ireland or alternatively please address **your** query through the contact **us** section of **our** website <http://www.gaiil.com/contact-us/>

For further details of **your** rights please see **our** Data Privacy statement at [www.gaiil.com](http://www.gaiil.com) **we** would also be happy to post **you** a copy. If **you** have a complaint or concern about how **we** use **your** personal data, please contact **us** in the first instance and **we** will do **our** utmost to resolve the issue as soon as possible.

**You** have the right to make a complaint at any time to the Data Protection Commission, the Irish supervisory authority for data protection issues ([www.dataprotection.ie](http://www.dataprotection.ie)). **We** would, however, appreciate the chance to deal with **your** concerns before **you** approach the Data Protection Commission.

Finally, all calls may be recorded for training and monitoring purposes.

