



Lost Keys Policy Wording

FJ/PW/LK/14/07/2020/V3504

In partnership with

Coplus 

 **Footman
James**
We share your passion



Lost Keys Policy Wording

This policy is arranged by Footman James. Footman James is a trading name of Towergate Underwriting Group Limited, which is authorised and regulated by the Financial Conduct Authority. Towergate Underwriting Group Limited's FCA regulated number is 313250. **You** can check this by viewing the FCA website at www.fca.org.uk/register.

This insurance is managed by Motorplus Limited t/a Coplus and underwritten by Astrenska Insurance Limited, whose registered office is at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. This insurance is effected in England and is subject to the Laws of England and Wales.

Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202846. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Motorplus Limited t/a Coplus are authorised and regulated by the Financial Conduct Authority.

Any reference to '**we**', '**us**' and '**our**' are to the **insurer** named on the schedule.

This is **your** Lost Keys Policy Document. Read this booklet, the Schedule and Certificate of Motor Insurance carefully and keep them in a safe place. If **you** have any questions about any of **your** additional cover insurance documents, contact **your** insurance broker Footman James.

You can write to Footman James at:

Footman James, Castlegate House, Castlegate Way,
Dudley, West Midlands, DY1 4TA.

Important information

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let Footman James know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions **we** or Footman James may ask as part of **your** application for cover under the policy;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct; and
- c) tell Footman James of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions Footman James ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

This policy must be read together with **your** Insurance Product Information Document, current schedule and certificate of Motor Insurance. These items together form **your** contact of insurance.



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How to make a claim

In the event of a claim, please contact **us** as soon as **you** can by giving **us** as much information as **you** can about what has happened to bring about the claim.

Telephone: 0333 241 9574

Email: keyclaims@coplus.co.uk

Or **you** can write to **us** at:

Coplus, Floor 2, Norfolk Tower, 48-52 Surrey Street,
Norwich, NR1 3PA.

Claims must be reported to **us** within 30 days of occurrence and if an **insured key** has been stolen it must be reported to the police immediately and a crime reference number obtained.

Our claims line is open 24 hours a day, 365 days a year to assist **you**.

In order for **us** to help **you** more efficiently, please quote "KeyBack" in all communications.

How to make a complaint

We hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please contact **us**.

If **your** complaint relates to the sale of this policy, please contact Footman James, Castlegate House, Castlegate Way, Dudley, West Midlands, DY1 4TA or by telephone on 0333 207 6000.

If **your** complaint relates to a claim, please contact **us** at: Coplus, Floor 2, Norfolk Tower, 48-52 Surrey Street, Norwich, NR1 3PA, marked for the attention of the Quality Assurance Manager, or by telephone on 0333 241 9574. It will assist **us** in handling **your** complaint quickly if **you** can please have **your** claims reference available when **you** contact **us**.

If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service.

The Financial Ombudsman Service,
Exchange Tower, London, E14 9SR.

Telephone: 0800 023 4567

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

Website: www.financial-ombudsman.org.uk

Use of Personal Data - Footman James

All references to WE, US and OUR in this 'Use of personal data section' are to Footman James and Towergate as the Data Controller

Footman James, a trading name of Towergate Underwriting Group Limited is the Data Controller of the personal data (information) you provide to us. We may share your information within The Ardonagh Group. We will use your personal information to:

- assess and provide the products or services that you have requested
- communicate with you in relation to servicing and administering your product
- develop new products and services
- undertake statistical analysis to help us improve our services and products
- provide additional assistance for these products or services
- notify you of important changes to products and functionality changes to our websites.

Only where you have provided us with consent to do so, we may also from time to time use your information to provide you with details of offers relating to additional products and services from The Ardonagh Group.

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices.

Further information is included in our Fair Processing Notice full details of which can be found here <http://www.towergate.com/fair-processing-notice>. This gives you more information on who we are, the types of information we hold, how we use it, who we share it with, how long we keep it for and informs you of certain rights you have regarding your personal information. If you are unable to access this website, we can send the Fair Processing Notice to you at no cost. You can also contact

us for general data protection queries via email to DataProtection@ardonagh.com or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 2 Minster Court, Mincing Lane, London, EC3R 7PD.

Astrenska Privacy Notice

How we use the information about you

As your insurer and a data controller, we collect and process information about you so that we can provide you with the products and services you have requested. We also receive personal information from your agent on a regular basis while your policy is still live. This will include your name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to you;
- issue you this insurance policy;
- deal with any claims or requests for assistance that you may have;
- service your policy (including claims and policy administration, payments and other transactions); and, detect, investigate and prevent activities which may be illegal or could result in your policy being cancelled or treated as if it never existed;
- protect our legitimate interests

In order to administer your policy and deal with any claims, your information may be shared with trusted third parties. This will include members of The Collinson Group, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that your information remains safe and secure.

We will not share your information with anyone else unless you

agree to this, or we are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information we have collected from you will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies and databases, and your data protection rights, can be found by visiting www.cifas.org.uk/fpn and www.insurancefraudbureau.org/privacy-policy.

Processing your data

Your data will generally be processed on the basis that it is:

- necessary for the performance of the contract that you have with us;
- is in the public or your vital interest; or
- for our legitimate business interests.

If we are not able to rely on the above, we will ask for your consent to process your data.

How we store and protect your information

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union. We will need to keep and process your personal information during the period of insurance and after this time so that we can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities. We also have security measures in place in our offices to protect the information that you have given us.

How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, please contact us by email or letter as shown below:

Email address: data.protection@collinsongroup.com

Postal Address: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service or refuse to give you this information if your request is clearly unjustified or excessive.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate. If you wish to make a complaint about the use of your personal information, please contact our Complaints manager using the details above. You can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>.

Renewal procedure

The term of **your** Lost Keys policy is stated on **your** schedule and this policy will end as on the expiry date unless **you** renew **your** policy. If **you** wish to renew this insurance, please contact **Footman James** who will be able to discuss **your** requirements.

Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract, **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any disputes regarding the interpretation of this policy.

Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by the named **insured**. A person who is not a named **insured** has no rights 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 a third party, which exists or is available apart from that Act.

Your Agreement with Others

This contract of insurance is personal to **you** the policyholder, and the **insurer**.

We will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation.

You may not assign any of the rights under this policy without the **insurer's** express prior written consent.

Financial Services Compensation Scheme

Astrenska Insurance Limited is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Astrenska Insurance Limited cannot meet its obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

Sanctions

We shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where we transact business.

Use of language

For the purposes of this insurance contract the language used will be English.

Other formats

If **you** require this document in any other format, please do not hesitate to contact **us**.



Definitions

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in bold throughout the policy.

Insured Key/Keys

Any **vehicle keys** (including any immobiliser, infrared handset and/or alarm which is integral to any **insured key** if it cannot be repaired or reprogrammed) which grants **you** access to **your insured vehicle**.

Insurer

Astrenska Insurance Limited.

Period of insurance

Cover will be effective from the date shown on **your** schedule of insurance. The duration of cover will be 12 months, unless **you** are purchasing this cover mid-term. If purchased mid-term the duration of cover will be for the remaining term of **your** main policy, as stated on **your** schedule of insurance.

Security Risk

The risk arising from the accidental loss or theft of an **insured key** whilst in **your** personal custody which means it may be possible for someone who found the **key** to trace it to **your vehicle**. The decision as to whether or not **your** lost **insured keys** presents a **security risk** will be made by **us**.

Territorial limits

Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

Terrorism

Any direct or indirect consequence of **terrorism** as defined by the Terrorism Act 2000 and any amending or substituting legislation.

Vehicle

The **vehicle(s)** specified in the current Certificate of Motor Insurance issued by Footman James.

We/our/us

Motorplus Limited trading as Coplus on behalf of Astrenska Insurance Limited.

You/Your/Insured

The policyholder or policyholders named on the policy schedule or any person driving an **insured vehicle**.

Cover

1. When **your insured keys** are lost, stolen or damaged by accidental means within the **territorial limits**, the **insurer** will pay up to £750 in any one **period of insurance** in respect of:
 - i. locksmiths' charges;
 - ii. new locks (if a **security risk** has arisen); and
 - iii. replacement **insured keys**
2. **Vehicle** hire for a period of up to 3 days if **your vehicle** is unusable as a result of lost or stolen **insured keys**, or damaged by accidental means. The **insurer** will pay up to a maximum of £75 per day for a hire vehicle e.g. Ford Focus 1.6 or a Peugeot 307 1.6 (ABI class S4).
3. The cost of reasonably incurred onward transportation if **you** are stranded due to the loss of, theft of, or damage by accidental means of **your insured keys** up to a maximum of £100 per day up to a maximum of 3 days.
4. If **your insured keys** are locked in **your vehicle** **you** must report this to **us** and **we** will arrange for a suitable contractor to attend. Upon validation of **your** claim, the **insurer** will reimburse **you** for costs incurred in obtaining a replacement key, or repairing or replacing any damaged lock, up to the policy limit of £750.

Safeguarding your keys

There are a number of ways in which **you** can take precautions to better protect **your keys** as follows:

- a. Never attach anything to **your keys** that contains **your** name, address or any details of where **your** car may frequently be parked and never leave **keys** unattended.
- b. Never leave **your keys** in **your vehicle**, even for a moment, especially when **you** are visiting petrol stations, or whilst loading or unloading **your vehicle**. Always lock **your** car when leaving it.
- c. Do not keep duplicate **keys** on the same key ring as **your** main **keys**.
- d. Burglars are increasingly turning to key crime as sophisticated security measures are now fitted as standard to new cars, and have been known to break into homes and offices just to steal car **keys**. Never leave car **keys** close to the front door where they can be seen.

General Conditions

The following conditions apply to all sections of this policy. **You** must comply with them where applicable in order for **your** insurance to remain in full force and effect.

1. Claims

You must notify **us** within 30 days of any event which gives or may give rise to a claim, complete any forms requested by **us** or **your** insurance broker and promptly supply all information including any receipts and invoices for payment as required. If an **insured key** has been stolen it must be reported to the police immediately and a crime reference number obtained.

2. Cancellation

If **you** decide that for any reason this policy does not meet **your** insurance needs then please call Footman James within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is later, this is called the 'cooling off period'. On the condition that no claims have been made or are pending, the **insurer** will then refund **your** premium in full.

You may cancel this insurance policy at any time after this 14-day period, however no return of premium will be available.

The **insurer** will not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving a minimum of 7 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons for **us** to cancel this insurance policy include but are not limited to:

- Fraud
- Non-payment of the premium
- Threatening or abusive behaviour
- Non-compliance with policy terms and conditions
- **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** or **your** agent ask.

If the **insurer** cancels the policy, **you** will be entitled to a return of premium on a pro-rata basis, unless the reason for cancellation is fraud and/or the **insurer** is entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012. Where the **insurer's** investigations provide evidence of fraud or misrepresentation, the **insurer** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and the insurer will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with the **insurer**, as well as other insurers, in the future.

General Conditions

3. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 4. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and any amending or substituting legislation and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

4. Fraudulent Claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, then **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

5. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

6. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

General Exclusions

The following exclusions apply to this insurance contract:

1. **We** will pay no more than £750 in total in any one **period of insurance** for any and all claims;
2. Any **insured keys** that have been lost or stolen for a period of less than 3 days (unless **we** are satisfied that a delay would cause undue hardship or significant expense);

The decision as to what constitutes undue hardship or significant expense will be made by **us** and may depend upon whether **you** can access **your vehicle** during the 3-day wait period or there is a **security risk** following the loss or theft of the **insured keys**;

3. **Insured keys** that are lost or damaged by accidental means by someone other than **you**, or stolen from someone other than **you**;
4. Any **insured keys** that are lost, damaged by accidental means or stolen and not reported to **us** within 30 days of occurrence;
5. **We** will not replace locks or **insured keys** to a higher specification to those that are lost, damaged or stolen;
6. Locks which were previously damaged prior to the loss or theft of **your insured keys**;
7. Costs incurred where **we** arrange for the attendance of a locksmith or other tradesmen, agent or representative at a particular location and **you** fail to attend;
8. Costs incurred where **you** make alternative arrangements with a third party, after **we** have already instructed a locksmith or other tradesman to attend a particular location;
9. Claims arising as a result of **your** failure to take reasonable steps to safeguard **insured key(s)**;
10. Any claims made without valid receipts or tickets and prior authorisation by **us**;
11. Any claims made within 48 hours of the inception of this policy unless comparable insurance was previously in place and cover continues on an uninterrupted basis;
12. Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter, Loss or damage caused by irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;

General Exclusions

13. Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
14. Any claims arising from any deliberate or criminal act or omission by **you**;
15. Loss or theft of, or damage to **insured keys** occurring outside the **period of insurance**;
16. If **your insured key** ceases to function correctly a diagnostic check may be requested at **your** own expense. This is to confirm if the fault is with the **insured key** or the **vehicle**. Only faults identified as relating to the **insured key** are covered under this policy;
17. Any associated costs (other than the cost of replacing the **Insured key(s)**) if there are duplicate **keys** available to **you** immediately or within a reasonable period of time, unless **we** are satisfied that accessing **your** duplicate **keys** would cause undue hardship or significant expense. The decision as to what constitutes undue hardship or significant expense will be made by **us** and may depend upon how easily **you** can access **your** duplicate **keys**;
18. **Keys** which are given to **you** for safekeeping by a relative, friend, neighbour or employer;
19. Any loss of earnings or profits which **you** suffer as a result of the loss or theft of, or damage to an **insured key**;
20. Stolen **insured keys** which have not been reported to the police and a valid crime reference provided to **us**;
21. Wear, tear or general maintenance of **insured keys** or locks;
22. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
23. For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
24. For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.



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footmanjames.co.uk



Footman James is a trading name of Towergate Underwriting Group Limited. Registered in England No. 4043759. Registered Address: 2 Minster Court, Mincing Lane, London, EC3R 7PD. Authorised and regulated by the Financial Conduct Authority. Telephone calls may be monitored or recorded.