# Key Insurance Insurance Policy

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# Definitions

Whenever the following words or expressions appear in bold in **your** policy they have the meaning given below.

#### Acts of terrorism

Any act that the government of the United Kingdom considers to be an act of terrorism. The use of or threat of action, force or violence by any person or group of people acting alone or on behalf of any organisation or government for political, religious, ideological or similar beliefs. This includes trying to influence any government or intimidate the public.

#### Administrator

Virtual Insurance Products Limited T/A Jackson Lee Underwriting, The Estate Office, Shadrack, Berry Pomeroy, Totnes, Devon, TQ9 6LR t/a Jackson Lee Underwriting.

#### Agent

The party, person or company who has arranged this insurance on your behalf.

#### **Annual Cover limit**

The maximum amount payable in aggregate in each **period of insurance**, as shown in **your schedule**.

#### **Call-out limit**

The maximum amount payable per incident, in respect of any **insured key** locked inside **your** home, or vehicle, as shown in **your schedule**.

#### Endorsement(s)

Statements, found in **your schedule**, that either show changes to the terms of **your** policy or terms that apply specifically to **you**.

#### Fob

The numbered key fob issued to the **policyholder** by **us** which has been registered in the **policyholder's** name.

#### **Insured event**

The loss or theft of, or damage to any insured key.

#### Insured key

Any of your keys which are attached to the fob during the period of insurance.

#### Period of insurance

The period shown in your schedule for which you have paid or agreed to pay the premium.

#### Policy

These terms and conditions and any changes to them.

#### Policyholder

The person in whose name, or the company name in which, we have registered the fob.

#### Schedule

The document headed policy **schedule** that names **you** as the **policyholder**, gives details of **fob** number, cover limit, **call-out limit** and **period of insurance** and sets out what this **policy** covers **you** for. **We** will replace **your schedule** whenever **you** make any changes to the **policy** during the **period of insurance**.

#### Start Date

The date the insurance cover commences as shown on your schedule.

#### Sum Insured

The maximum amount that can be claimed in total during the **period of insurance** as stated in the **schedule**.

## **Territorial limits**

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

#### Underwriter

Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

#### You/Your

The **policyholder** and any immediate member of their family residing at the same address as the **policyholder** during the **period of insurance**.

We, Us, Our Mean any, or all, of:

Jackson Lee Underwriting

• Ageas Insurance Limited ("Ageas")

# Introducing your Key insurance policy

This booklet and your schedule gives full details of your cover.

Please read this booklet and **your schedule** carefully and make sure that they meet **your** needs.

If you have any questions, please contact the **agent** who sold **you** this **policy** and they will help **you**.

Please keep all **your** insurance documents in a safe place, as **you** may need them if **you** want to make a claim.

## Statement of demands and needs

This **policy** meets the demands and needs of persons wishing to ensure that they are covered if a key is lost, damaged or stolen. As with any insurance, it does not cover all situations and **you** should read the terms and conditions of this **policy** in connection with **your policy schedule** to ensure that **you** have chosen a level of cover that meets **your** specific needs.

## Our contract with you

We will provide Key insurance under the terms, exceptions, conditions and **endorsements** of this **policy**, during the **period of insurance** for which **we** have accepted **your** premium.

This contract is based on the proposal (or any statement of fact or statement of insurance **we** prepare using the information **you** have provided), and any declaration **you** make. The **schedule** and any **endorsements** are all part of this **policy**. **You** must read all the documents that make up **your policy** as one document.

## The law that applies to this policy

This **policy** will be governed by English law, and **you** and **we** agree to submit to the nonexclusive jurisdiction of the Courts of England and Wales unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey Courts will have exclusive jurisdiction.

## The language used for this policy

The contractual terms and conditions and other information relating to this contract will be in the English language.

## **Cooling-off period**

We hope that you will be happy with your policy. However, if this policy does not meet your needs you have 14 days from the date you received your policy documents or from the purchase date, whichever is later, to cancel the policy and get a full refund. (We will not give you a refund if you have claimed for an insured event.)

To cancel **your policy**, please contact the **agent** who sold **you your policy**. See page 9 for further details of cancellation.

The policy documents and key **fob** must be returned to **your agent** if **you** are to receive a refund.

# Making a claim

## If you lose your Keys, here's what to do.

We hope you will find our service fast, efficient and friendly.

#### 1. Claim Notification

To make a claim call 0330 111 0098 and quote **your policy** number. **You** must report any claim to **us** as soon as reasonably possible and within 30 days of the **insured event**. **You** are responsible for the cost of preparing any claim under this **policy**.

#### 2. Theft

If an **insured key** has been stolen it must be reported to the police immediately and you must obtain a crime reference number.

#### 3. Fraud

If any claim is in any respect fraudulent, or if any fraudulent means are used to obtain benefit by **you** or anybody acting on **your** behalf, including exaggeration of the claim, or submission of forged or falsified documents, **you** will not be entitled to any benefit under this **policy** and criminal proceedings may follow.

#### 4. Maximum Number of Claims

There is no limit to the number of separate claims which **you** may make within the **period of insurance**, subject to the total aggregate sum payable in each **period of insurance** not exceeding the **annual cover limit**, which can be found in your **schedule**.

#### Important notes:

- All receipts must be submitted to us within 120 days of loss or theft of keys.
- Cover is subject to the terms, conditions, and claims procedure contained in the policy booklet and **schedule**.

As an alternative, please send an email to info@notifyaclaim.co.uk or write to: Jackson Lee Underwriting, The Estate Office, Shadrack, Berry Pomeroy, Totnes, Devon, TQ9 6LR.

# **Our customer-care policy**

We are committed to treating **our** customers fairly, however, we realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list:

For complaints about the sale of the **policy**, **you** should contact or write to the **agent** that sold **you** this **policy**.

For complaints about claims, policy administration and documents, please write to the Managing Director at: Jackson Lee Underwriting, The Estate Office, Shadrack, Berry Pomeroy, Totnes, Devon, TQ9, 6LR, phone 0330 111 3998 or email info@jlunderwriting.co.uk

We will acknowledge your complaint within 3 working days.

We will look to:

- Try to resolve **your** complaint by the end of the third working day. If **we** are unable to do this **we** will write to **you** within 5 working days.
- Tell **you** the name of the person managing the complaint when **we** send **our** acknowledgement letter.
- Aim to resolve **your** complaint within 20 working days. If this is not possible for any reason **we** will write to let **you** know when **we** will contact **you** and provide **you** with **our** final response.

#### Financial Ombudsman Service

If **you** are still not happy with **our** final decision or if **you** have not received **our** final decision within 8 weeks of **us** receiving **your** complaint **you** can pass **your** complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent organisation and will review **your** case.

Their address is: The Financial Ombudsman Service Exchange Tower London E14 9SR Phone: 0800 023 4567

You can visit the Financial Ombudsman Service website at: www.financial-ombudsman.org.uk

Following the complaints procedure does not affect your rights to take legal proceedings

#### **Financial Services Compensation Scheme**

Ageas Insurance Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme (FSCS). Should **we** be unable to meet **our** liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of **your** business and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is 0800 678 1100 or 020 77414100. Alternatively, more information can be found at <u>www.fscs.org.uk</u>

# Your Key Insurance cover

## What we will cover

If during the **period of insurance** and within the **territorial limits** an **insured key** is lost, damaged or stolen, then **we** will:

- Pay up to the **annual cover limit**, as detailed in **your schedule**, in respect of locksmith charges, new locks (if a security risk has arisen), replacement keys (including any immobiliser, infra-red handset and/or alarm which is integral to any **insured key** if such cannot be reprogrammed), onward transport costs and the reprogramming of immobilisers, infra-red handsets and alarms which are attached to the **fob** but are not integral to an **insured key**.
- Provide a free key **fob** to the finder of any lost **insured key**.
- Provide an emergency helpline 24 hours a day, 365 days a year.

Provided you meet the following eligibility criteria throughout the period of insurance:

- You have paid the insurance premium for this policy.
- You are a permanent United Kingdom resident.

## What we will not cover

- Keys are only covered if attached to the key **fob** provided by **us** (unless **you** have already notified the **agent** that the **fob** has been lost or damaged and **you** are awaiting a replacement, in which event **we** will consider a claim in respect of any key which they are satisfied would otherwise have been attached to the **fob**).
- The total value of claims in any one year may not exceed the annual cover limit.
- Keys will not be considered irrecoverable until lost for at least 5 days (Unless **we** are satisfied that a delay would cause undue hardship or significant expense).
- **Insured keys** lost or broken by, or stolen from, someone other than **you**.
- **Insured keys** if there are duplicate keys available to **you** immediately or reasonably quickly.
- Wear and tear and general maintenance to **insured keys** and locks will not be covered.
- **Insured keys** must have been lost by or stolen from the **policyholder**, or a member of their immediate family residing at the same address, or an authorised employee (if the **policyholder** is a company).
- Any **insured event** not reported to **us** within 30 days of the loss, theft or damage of the **insured keys**.
- Locks which are damaged prior to the loss or theft of the **insured keys**.
- Replacement locks or keys of a higher standard or specification than those replaced.
- Sums exceeding £50 per incident in respect of call out charges for any **insured key** locked inside property or broken in lock or ignition.
- Vehicle hire charges where a hire vehicle exceeds 1600cc.
- The balance of vehicle hire charges over a maximum of £40 per day.
- Vehicle hire charges after the third day.
- Charges or costs incurred where **we** arrange for the attendance of a locksmith or other tradesman, agent or representative at a particular location and **you** fail to attend.
- Charges or costs incurred where **you** make alternative arrangements with a third party once **we** have arranged for a locksmith or other tradesman, agent or representative to attend a particular location.
- The balance of transport costs over a maximum sum insured of £75 per day.
- Loss or destruction of, or damage to, any property other than an **insured key** and its associated lock or ignition system and any immobiliser, infra-red handset and/or alarm attached to the **fob**.
- Any loss of earnings or profits which **you** suffer as a result of the loss or theft of, or damage to an **insured key**.
- Claims arising from any deliberate or criminal act or omission by you.

- Loss or theft of, or damage to an **insured key** which occurs outside the **period of insurance**.
- Claims arising as a result of **your** failure to take all reasonable steps to safeguard an **insured key.**
- Sums claimed where **you** do not produce receipts or invoices for payments **you** have made.

# General exceptions under this policy

#### 1 Contracts

This **policy** does not cover any liability **you** have under an agreement or contract, unless **you** would have had that liability anyway.

#### 2 Fraud

We will not pay any claim and all cover under the **policy** will end from the date **you** (or anyone acting for **you**):

- make a false or exaggerated claim; or
- attempt to support your claim with forged or fraudulent documents or evidence; or
- deliberately cause the loss or damage.

#### 3 Radioactivity

Loss or damage caused by radiation, radioactive contamination or the hazardous properties of ant explosive, corrosive, invasive or toxic substance or material

#### 4 War

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 the actions of ant lawful government or public or local authority.

#### 5 Acts of terrorism

This policy does not cover any loss caused by acts of terrorism.

# Conditions that apply to this policy

#### 1 Cancelling your cover

If this **policy** does not meet **your** needs, **you** have 14 days from the date **you** received **your** policy documents or from the purchase date, whichever is later, to cancel the **policy** and get a full refund. To cancel **your policy** within this 14-day period, please contact the **agent** who sold **you your policy**.

If you wish to cancel your policy after this 14-day period, please contact the **agent** who sold you your policy. The **agent** will provide you with a refund that is calculated on the basis of a refund proportionate to the unexpired term of the **policy** provided you have not had a successful claim.

Any instructions to cancel must be provided in writing and the refund will be calculated from the date of receipt of **your** written request to cancel. (**We** will not give **you** a refund if **you** have successfully claimed under this insurance or an incident has happened where **you** could have a successful claim).

#### The Insurers' Cancellation Rights

We reserve the right to cancel this **policy** by giving **you** 7 days' notice in writing, which we will send by recorded delivery to the most recent address we have for **you**. Examples of when we might do this includes **you** not paying a premium instalment when due or **us** discovering that **you are** no longer eligible for cover.

We reserve the right to cancel this policy immediately if you commit fraud.

#### 2 Claims which may be made against us

You must give us, as soon as possible, full details of any event that could lead to a claim under this **policy**.

You must not:

- negotiate to settle any claim; or
- offer or promise anything without **our** permission in writing.

We may, in **your** name, take over and deal with a claim and try to recover from others any money **we** have paid out under this **policy**. At all times **you** must give **us** whatever help **we** need.

For more information on how to claim please refer to page 6 under 'making a claim'.

#### 3 Telling us about changes in your circumstances

Please tell **us** immediately about any changes which may affect **your** cover. If **you** fail to do so, **your policy** may not be valid and **we** may not pay **your** claim.

#### 4 Your duty

All the information **you** give to **us** must be complete and correct to the best of **your** knowledge.

If **we** discover that **you** (or someone acting for **you**) deliberately gave **us** incomplete or false information, all cover under this **policy** will end. **We** may treat the **policy** as though it never existed and **we** will not pay **your** claim.

We may also recover any money we may have paid under this policy.

#### 5 Contracts (Rights of Third Parties) Act

Under the Contracts (Rights of Third Parties) Act 1999 or any other relevant laws, only **you** and **we** may enforce any of the terms of this **policy**. This will not affect any rights other people or organisations have under other laws.

#### 6 General

We will only provide the cover set out in this **policy** if **you** keep to all the terms and conditions of the **policy**.

No alterations, variations, or relaxation of any of the terms of this contract can be made except in writing by one or more of **our** authorised officials.

#### 7 Other insurance

If **you** are covered by any other policy for any claim covered under this **policy**, **we** will pay only **our** share of the claim (unless **we** say otherwise in this **policy**).

#### 8 Paying your premium

If **you** have not paid **your** premium, **we** will not provide cover from the date the premium was due.

# Your personal information

**We,** as Jackson Lee Underwriting, collect and maintain personal information in order to administer this **policy** and provide the service detailed within this policy wording. All personal information is safeguarded with appropriate levels of security.

We will only share your information in the following circumstances:

- It is with the underwriter of this policy
- It is with the agents which sold this policy
- It is allowed by law
- It has been authorised by You
- It is provided to recovery operators, claims administrators and investigators, credit reference agencies, anti-fraud databases, solicitors, public and regulatory bodies or other suppliers as required to fulfil **our** obligations in this policy wording. Your information will be limited to the minimum information ordinarily required.

We will not use your data or pass it to any other party for marketing products or services to you unless you have given consent.

You have the right to ask for a copy of any personal information we hold about you. You also have the right to ask us to correct mistakes, change the way we use your information, or even delete it. We will either do what you have asked, or explain why we are unable to do so – usually because of a legal or regulatory reason.

In most cases, **we** only keep **your** information for as long as the regulations say **we** have to. **We** typically keep policy and claims records for up to 8 years from the end of **our** relationship with **you**.

Enquiries in relation to data held by **Jackson Lee Underwriting** or for a full copy of our privacy policy please contact: Jackson Lee Underwriting, The Estate Office, Shadrack, Berry Pomeroy, Totnes, Devon, TQ9 6LR. Email: info@jlunderwriting.co.uk

For more information please contact Jackson Lee Underwriting for a copy of our full Privacy Policy.

#### **Privacy Notice**

**We**, as Ageas Insurance Limited are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. For **our** full Privacy Policy please visit **our** website www.ageas.co.uk or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing: thedpo@ageas.co.uk.

Your agent will have their own uses for your personal data please ask your agent if you would like more information about how they use your personal information.

#### **Collecting your information**

We collect a variety of information about you including personal information such as your name, address, contact details, date of birth and IP address (which is a unique number identifying your computer). Where relevant, we also collect sensitive personal information such as details regarding your health, credit history and/or criminal convictions.

We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjustors and/or suppliers appointed in the process of handling a claim.

### Using your information

The main reason **we** collect **your** personal and/or sensitive information is because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your** policy such as handling a claim or issuing documentation to **you**. **Our** assessment of

**your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

**We** will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

There may be situations where **we** will only use **your** information if **you** have given **us** permission such as using or collecting sensitive information. If **you** have given **us** such information about someone else, **you** would have confirmed that **you** have their permission to do so.

#### Sharing your information

We share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes.

Unless required to by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

#### Keeping your information

We will only keep your information for as long as is necessary in providing our products and services to you and/or to fulfil our legal and regulatory obligations. Please refer to our full Privacy Policy for more information.

#### Use and storage of your information overseas

**Your** information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer **your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

#### Your rights

You have a number of rights in relation to the information we hold about you, these rights include but are not limited to: the right to a copy of your personal information we hold; object to the use of your personal information; withdraw any permission you have previously provided and complain to the Information Commissioner's Office at any time if you are not satisfied with our use of your information. For a full list of your rights please refer to the full Privacy Policy.

Please note that there are times when **we** will not be able to delete **your** information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfill a request **we** will always let **you** know **our** reasons.

To make a claim, phone the Claims line on 0330 111 0098. It is important that **you** only use this number to claim.

This insurance is underwritten by Ageas Insurance Limited Registered in England and Wales No. 354568

Registered office address: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA, **United Kingdom** www.ageas.co.uk Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register no 202039.