

Keycare Policy of Insurance

TERMS AND CONDITIONS

Insurance

Insurance has been effected between **You** and the **Insurer** subject to the terms, conditions, claims procedure, limits and exclusions contained in this **Policy**, in respect of an **Insured Event** which occurs within the **Territorial Limits** during the **Period of Insurance**, for which **You** have paid or agreed to pay the premium.

The Insurer

The **Insurer** is Ageas Insurance Limited, a company registered in England and Wales under company number 354568, whose registered office is at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA (referred to in this **Policy** as the “Insurer”). The **Insurer** is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority – registration number 202039.

The Administrator

The Administrator is Key Care Limited, a company registered in England and Wales under company number 1309093, whose registered office is at 2-3 Quayside House, Quayside, Salts Mill Road, Shipley, West Yorkshire, BD18 3ST (referred to in this **Policy** as “Keycare”). **Keycare** is authorised and regulated by the Financial Conduct Authority – registration number 309514.

Registrations – further details

You can check the registrations of the **Insurer** and **Keycare** on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768 or the Prudential Regulation Authority on 020 7601 4878.

Financial Services Compensation Scheme (FSCS)

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS) which means that **You** may be entitled to compensation if the **Insurer** (or **Keycare**) are unable to meet their obligations to **You**. Further information is available at www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

COMPLAINTS

If **You** have a complaint relating to this **Policy** **You** should contact: Complaints, Keycare, 2-3 Quayside House, Quayside, Salts Mill Road, Shipley, West Yorkshire BD18 3ST. Tel: 0345 303 0550. Fax: 0845 075 6180. Email: complaints@keycare.co.uk

If **You** are dissatisfied with the final response to **Your** complaint, **You** may ask the Financial Ombudsman Service to review **Your** case by contacting: Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Tel: 0800 023 4567 for people phoning from a “fixed line” (for example a landline at home) or 0300 1239 123 for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02 Fax: 0207 964 1001 Email: complaint.info@financial-ombudsman.org.uk. Web: www.financial-ombudsman.org.uk.

Contacting the Financial Ombudsman Service at any stage of **Your** complaint will not affect **Your** legal rights.

DEFINITIONS

Within this **Policy** certain words have specific meanings and wherever they appear throughout this **Policy** they have been printed in bold to help **You** identify them.

Approved Locksmith: A locksmith on the **Keycare** panel.

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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 Policy Schedule**.

Cover limit: The maximum amount payable in total in each **Period of Insurance**, as shown in **Your Policy Schedule**.

Duplicate Key: A spare key for **Your** home or vehicle.

Fob: The numbered identification tag issued to the **Policyholder** by **Keycare**, which **Keycare** has registered in the **Policyholder's** name and address.

Immediate Member: Husband, wife, civil partner, live-in partner, child, adult child or adult step-child.

Insured event: The loss or theft of any **Insured Key**, or any **Insured Key** locked inside **Your** home or vehicle during the **Period of Insurance**.

Insured key: Any of **Your** keys which are attached to the **Fob** during the **Period of Insurance** (vehicle keys includes metal key blades, standalone remote-control units, electronic key cards and keyless entry fobs for **Your** vehicle) registered at the **Policyholder's** address and, in the case of house keys, for the **Policyholder's** address.

Insurer: As defined in the section "the Insurer" above.

Keycare®: As defined in the section "The Administrator" above.

Locksmith Charges: Charges relating to work carried out by a locksmith.

New Locks: New locks fitted or reconfiguration of the existing locks to enable a new key to replace an **Insured Key**.

Onward Transport Costs: Transport costs for getting **You/Your** vehicle to **Your** original destination (or **Your** home at **Your** option if this is no further than **Your** original destination) up to a maximum of £80.

Period of insurance: The period shown in **Your Policy Schedule** for which **You** have paid or agreed to pay the premium.

Policy: The terms and conditions of this **Policy** of insurance.

Policyholder: The person in whose name, or the company name in which, **Keycare** has registered the **Fob**.

Policy schedule: The document headed **Policy Schedule** giving details of the **Policyholder**, **Fob** number, **Cover Limit**, **Call-out limit**, and **Period of Insurance**.

Replacement Key: A key to replace an **Insured Key** and includes any reprogramming of infrared handsets, immobilisers and alarms necessitated by such replacement of the **Insured Key**.

Security risk: The risk resulting from the accidental loss of an **Insured Key** where it is possible for someone who found the key to trace it to **Your** vehicle or premises.

Statement of Facts: The statement produced by **Keycare** following authorisation of a claim.

Territorial limits: Worldwide.

Vehicle hire charges: The standard charges (excluding any optional extras) up to a maximum of £40 a day to hire a vehicle for a period of up to three days.

Waiting Period: A period of three days commencing when the loss of the **Insured Key** is first reported to **Keycare**.

You/Your: The **Policyholder** and any **Immediate Member** of the **Policyholder's** family permanently living with the **Policyholder** at the same address as the **Policyholder** during the **Period of Insurance**. Where the **Policyholder** is a company this includes employees of the company, employed by the company during the **Period of Insurance**, who are authorised to use the relevant car or property.

WHAT IS COVERED

1. If during the **Period of Insurance** and within the **Territorial Limits**:
 - a) An **Insured Key** is stolen, the **Insurer** will up to the **Cover Limit**, as detailed in **Your Policy Schedule**, cover **You** in respect of the cost of a **Replacement Key**, **Locksmith Charges** or **New Locks** and **Vehicle Hire Charges** (where applicable);
 - b) An **Insured Key** is locked in **Your** home, the **Insurer** will up to the **Cover Limit** and subject to the **Call-out Limit**, as detailed in **Your Policy Schedule**, cover **You** in respect of **Locksmith Charges** incurred in gaining entry to **Your** house;
 - c) An **Insured Key** is locked in **Your** vehicle and a **Duplicate Key** exists, the **Insurer** will up to the

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Cover Limit and subject to the **Call-out Limit**, as detailed in **Your Policy Schedule**, cover **You** in respect of **Onward Transport Costs** or **Locksmith Charges** incurred in gaining entry to **Your** vehicle;

d) An **Insured Key** is locked in **Your** vehicle and no **Duplicate Key** exists, the **Insurer** will up to the **Cover limit** and subject to the **Call-out Limit**, as detailed in **Your Policy Schedule**, cover **You** in respect of **Locksmith Charges** incurred in gaining entry to **Your** vehicle;

e) An **Insured Key** is lost by **You** and a **Duplicate Key** exists, if after the **Waiting Period** has expired the **Insured Key** has not been found, the **Insurer** will up to the **Cover Limit**, as detailed in **Your Policy Schedule**, cover **You** in respect of the cost of a **Replacement Key**;

f) An **Insured Key** is lost by **You** and no **Duplicate Key** exists, if after the **Waiting Period** has expired the **Insured Key** has not been found, the **Insurer** will up to the **Cover Limit**, as detailed in **Your Policy Schedule**, cover **You** in respect of the cost of either a **Replacement Key**, **Locksmith Charges** or **New Locks** (but only if no **Duplicate Key** can be sourced by an **Approved Locksmith**) and **Vehicle Hire Charges** (where applicable).

2. Pay a £10 reward to the finder of **Your** lost **Insured Key**.
3. Provide **You** with the services of an emergency helpline 24 hours a day, 365 days a year.

WHAT IS NOT COVERED

The **Insurer** will not cover **You** in respect of:

- a) Keys lost or stolen when such keys are not attached to the **Fob** (unless **You** have already notified **Keycare** that the **Fob** has been lost or damaged and **You** are awaiting a replacement, in which event **Keycare** will provide cover in respect of any key which they are satisfied would otherwise have been attached to the **Fob**).
- b) Any amount which, or total amounts to the extent that they, exceed the **Cover Limit** in any **Period of Insurance**.
- c) Any amount which exceeds the **Call-out Limit** in respect of any **Insured Key** locked inside **Your** home or vehicle.
- d) Any **Insured Event** not reported to **Keycare** within 30 days.
- e) Sums claimed where **You** do not submit valid receipts or invoices to **Keycare**, for payments **You** have made, within 120 days of the **Insured Event**.
- f) Any expenditure incurred without prior authorisation from **Keycare**.
- g) Costs relating to a damaged or broken key or lock.
- h) **Insured Keys** lost by or stolen from someone other than **You**.
- i) Any **Insured Key** which is not deemed lost because it is in the possession of an **Immediate Member** of the **Policyholder's** family.
- j) The cost of replacing lock barrels, steering columns or faulty electronic control units or costs arising from wear and tear and/or general maintenance of locks and keys.
- k) Replacement locks or keys of a higher standard or specification than those replaced.
- l) Charges or costs incurred where **Keycare** arranges for the attendance of a locksmith or other tradesman, agent or representative at a particular location and **You** fail to attend.
- m) Charges or costs incurred where **You** make alternative arrangements with a third party once **Keycare** has arranged for a locksmith or other tradesman, agent or representative to attend a particular location.
- n) Loss of 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**.
- o) Any loss of earnings or profits which **You** suffer as a result of the loss or theft of an **Insured Key**.
- p) Claims arising from any reckless, deliberate or criminal act or omission by **You**.
- q) An **Insured Event** which occurs outside the **Period of Insurance**.
- r) Sums claimed for replacement keys exceeding a maximum of one per lock or three per lock for house keys.

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- s) Any loss of an **Insured Key** which occurs during a riot or a civil commotion.
- t) Any costs incurred by the **Policyholder** in making a claim under the **Policy**.

CLAIMS PROCEDURE AND CONDITIONS

Theft

If an **Insured Key** has been stolen it must be reported to the police immediately and a crime reference number obtained. **Keycare** cannot deal with **Your** claim for stolen keys until **You** have reported the theft to the police and confirmed the crime reference number to **Keycare**.

Making a Claim

You must report any claim to **Keycare** as soon as possible and within 30 days of the **Insured Event**.

To make a claim call 0345 303 0550 and quote the **Fob** number. When the claim has been authorised **Keycare** will send **You** two copies of the **Statement of Facts** based on the information **You** have supplied. This is the information **Keycare** will use to handle **Your** claim so it is **Your** responsibility to ensure it is correct.

You must submit valid invoices/receipts (in respect of expenditure authorised by **Keycare**), together with one copy of the **Statement of Facts** and any necessary supporting documents, to **Keycare** within 120 days of the **Insured Event**.

Supporting Documents

When **You** make a claim in respect of vehicle keys, **You** must send a copy of the V5 (or relevant registered keeper document issued by DVLA from time to time) or, if **You** have not been given the V5, a contract or lease agreement containing the registration number of the vehicle.

When **You** make a claim in respect of other keys, **Keycare** may, at its discretion, ask for supporting documents (such as evidence of address in the case of house keys).

Maximum Number of Claims

Within the **Period of Insurance** **You** may make more than one claim, but the total sum payable in each **Period of Insurance** cannot exceed the **Cover Limit**.

Fraud

If **You** make a fraudulent claim under this **Policy** (including exaggeration of the claim or submitting falsified or forged documents), the **Insurer** is not liable to pay the claim and may recover any sums it has paid to **You** in respect of that claim.

CLAIMS SETTLEMENT

If **Your** claim is handled on a 'Pay and Claim' basis or if **You** use a locksmith or dealer of **Your** choice **You** will have to pay the costs upfront and **Keycare** will reimburse **You** on receipt of valid receipts/invoices.

Keycare cannot guarantee to replace **Your** keys on the same day that **You** report the claim as keys may need to be ordered and may not be carried by locksmiths or dealers as standard.

If as a result of losing an **Insured Key** **You** feel that a **Security Risk** exists **You** should replace the locks within the **Waiting Period**; however all costs must be paid for by **You**. If after the **Waiting Period** the **Insured Key** is not found the **Insurer** will reimburse **You** for any costs incurred, up to the **Cover Limit** detailed in **Your Policy Schedule**. If **You**

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have not replaced the locks within the **Waiting Period** and a **Duplicate Key** exists the **Insurer** will only reimburse **You** for a **Replacement Key** if the **Insured Key** is not found.

Where an **Insured Key** has been lost and there is no **Security Risk** the **Insurer** will not pay for any costs until the **Waiting Period** has elapsed. If after the **Waiting Period** the **Insured Key** is not found and no **Duplicate Key** exists, the **Insurer** will reimburse **You** for a **Replacement Key, Locksmith Charges** or **New Locks**. If a **Duplicate Key** exists the **Insurer** will only reimburse **You** for a **Replacement Key**.

If during the **Waiting Period** the **Insured Key** is found the **Insurer** will not pay any of **Your** costs; however **Keycare** will pay a £10 reward to the finder of **Your** lost **Insured Key**.

OTHER CONDITIONS

Cancellation by the Policyholder

The **Policyholder** may cancel this **Policy** at any time. If the **Policyholder** cancels within 14 days of either receiving the **Policy** documentation or from the start date of the **Policy** (whichever is later) then any premium already paid will be returned (providing that no claims have been made on the **Policy**). If the **Policyholder** cancels outside this period there is no entitlement to a refund of premium.

Cancellation by the Insurer

Where there is a valid reason for doing so the **Insurer** and/or **Keycare** may cancel the insurance by giving the **Policyholder** seven days' notice in writing sent to the last known address of the **Policyholder**. Valid reasons for cancellation may include but are not limited to:

- Where **You** have given incorrect information and fail to provide clarification when requested;
- Where **You** breach any of the terms and conditions which apply to **Your Policy**;
- Where we reasonably suspect fraud*; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers, by **You** or any person acting on **Your** behalf

*If **You** make a fraudulent claim, the **Insurer** may treat the insurance as having been terminated with effect from the time of the fraudulent act. If the **Insurer** treats the insurance as terminated, it may refuse all liability in respect of an **Insured Event** occurring after the fraudulent act and not return any premium paid.

Applicable Law

You and the **Insurer** are free to choose the law applicable to this contract, but in the absence of agreement to the contrary the law of England and Wales will apply.

Assignment

This **Policy** may not be assigned in whole or in part without the written consent of the **Insurer**.

How we handle your data

For information on how **Keycare** handle **Your** data please refer to the separate Privacy Policy issued with **Your Policy** documents. The latest version of our Privacy Policy is also available to view and download on our website – www.keycare.co.uk.