

# **Premier KeyBack**

This insurance policy has been arranged on **your** behalf by Motorplus Limited t/a Coplus and is underwritten by Astrenska Insurance Limited. This cover is provided to **you** in return for payment of the premium.



## Who does it cover?

The policyholder and any immediate member of their family, including named drivers for motor key cover. When the policyholder is a company this includes current employees authorised to use the relevant **vehicle** or property.

# What criteria apply?

- Territorial limits are Great Britain, Northern Ireland, Channel Islands and the Isle of Man;
- Stolen keys must be reported to the police and a valid crime reference obtained.
- All claims must be reported within 30 days of occurrence.
- Cover is available to sole traders and small to medium enterprises with an annual turnover of < £2,000.000</li>

## 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 **your** insurance broker 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 the administrator 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 us 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 we 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** current schedule, insurance product information document and any endorsements or certificates. These items together form **your** contract of insurance.

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#### How to make a claim

In the event of a claim, please contact **us** as **you** can 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 48-52 Norfolk Tower 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 your insurance broker.

If **your** complaint relates to a claim, please contact **us** at: Quality Assurance Manager Coplus Floor 2 Norfolk Tower 48-52 Surrey Street Norwich NR1 3PA

Telephone: 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. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 and **you** have fewer than 10 members of staff. **You** can contact the Financial Ombudsman Service at:

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

# Our regulator and insurer

This insurance is arranged 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.

#### **Privacy Statement**

For full details of how we protect your privacy and process your data please read the Privacy Statement that



accompanies this policy. The Privacy Statement can also be viewed online by visiting https://www.coplus.co.uk/data-privacy-notice

# Telephone calls

Please note that for our mutual protection telephone calls may be monitored and/or recorded.

## Fraud prevention, detection and claims history

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

- share information about you with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches

## **Renewal procedure**

The term of **your** KeyBack policy is one year. The **period of insurance** will end exactly one year after inception unless **you** renew **your** policy. If **you** wish to renew this insurance please contact **your** insurance broker 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.

Home	A building owned or rented by <b>you</b> and occupied by <b>you</b> as <b>your</b> main residence which is used solely for domestic residential purposes and is situated within the <b>territorial limits</b> .
Insured Key/Keys	Any <b>vehicle</b> , home or office keys (including security safe keys and any immobiliser, infrared handset and/or alarm which is integral to any <b>insured key</b> if it cannot be repaired or reprogrammed).
Insurer	Astrenska Insurance Limited.
Period of insurance	12 months from the date of inception of this policy.
Security Risk	The risk arising from the accidental loss or theft of an <b>insured key</b> whilst in <b>your</b> personal custody which means it may be possible for someone who found the key to trace it to <b>your vehicle</b> or property. The decision as to whether or not <b>your</b> lost <b>insured keys</b> presents a <b>security risk</b> will be made by <b>us</b> .
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	Any motor <b>vehicle</b> owned by <b>you</b> or for which <b>you</b> are responsible, associated with <b>your insured keys</b> .
We/our/us	Motorplus Limited t/a Coplus acting on behalf of Astrenska Insurance Limited.
You/Your/Insured	The policyholder and any immediate member of the policyholder's family, including named drivers of the <b>vehicle</b> . 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 <b>vehicle</b> or property

# Cover

1. When **your insured keys** are lost, stolen or damaged by accidental means within the **territorial limits**, the **insurer** will pay up to £1,500 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 the **insured keys** being lost, stolen or damaged by accidental means. The **insurer** will pay up to a maximum of £40 per day for a hire **vehicle** such as a 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 **insured keys** being lost, stolen or damaged by accidental means, up to a maximum of £100 per day up to a maximum of 3 days.
- 4. If **your insured keys** are locked in **your** property or **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 £50.
- 5. **Insured keys** that are unusable due to being damaged or broken in the lock up to the policy limit of £50.

#### 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 hide keys under door mats, bins or on top of window frames as an opportunistic thief may be watching, or may guess where keys may be hidden.
- c) Never leave doors or windows open, even by a small amount.
- d) 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.
- e) Do not keep duplicate keys on the same key ring as **your** main keys.
- f) 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.

If **you** do not own **your** property and **your** claim is in relation to the keys to **your** home, **we** may require permission from the owner, landlord or managing agent of the property to replace lost or stolen keys.

## 2. Cancellation

If you decide that for any reason, this policy does not meet your insurance needs then please return it to your insurance broker within 14 days from the day of purchase or the day on which you receive your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

You may cancel the insurance cover after 14 days by informing **your** insurance broker, however no refund of premium will be payable.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 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 may include but are not limited to:

- a) Where the insurer reasonably suspects fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide accurate and complete answers to the questions we or your insurance broker ask.

If the **insurer** cancels the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time the **insurer** has provided cover.

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.



# 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. 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, reenactments or regulations.

# **General Exclusions**

The following exclusions apply to this insurance contract:

- 1. We will pay no more than £1,500 in total in any one period of insurance;
- 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 **you**r home or **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, stolen or damaged by accidental means by someone other than you;
- 4 Any **insured keys** that are lost, stolen or damaged by accidental means 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 claim over £50 for any one incident when **insured keys** are locked inside a property or broken in the lock or ignition;
- 13. 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;
- 14. 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;
- 15. Any claims arising from any deliberate or criminal act or omission by **you**;
- 16. Loss or theft of, or damage to insured keys occurring outside the period of insurance;
- 17. 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;
- 18. 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 **you**r duplicate keys;
- 19. Keys which are given to **you** for safekeeping by a relative, friend, neighbour or employer;
- 20. Any loss of earnings or profits which **you** suffer as a result of the loss or theft of, or damage to an **insured key**;
- 21. Stolen **insured keys** which have not been reported to the police and a valid crime reference provided to **us**;
- 22. Wear, tear or general maintenance of insured keys or locks;
- 23. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable for 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.

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.

# 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

Coplus is a trading name of Motorplus Limited. Registered in England and Wales with Company No. 03092837. Head Office: Floor 2, Norfolk Tower, 48-52 Surrey Street, Norwich NR1 3PA. Registered Office: Speed Medical House, Eaton Avenue, Buckshaw Village, Chorley, Lancashire PR7 7NA.

Motorplus Limited is authorised and regulated by the Financial Conduct Authority (309657).



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: <u>data.protection@collinsongroup.com</u>

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 <a href="https://ico.org.uk/">https://ico.org.uk/</a>.