

Key Cover

Policy Documentation



WELCOME

Thank You for choosing **us** for **your** Key Cover insurance.

This document contains the full policy terms and conditions which should be read along with the Schedule issued to **you**. **We** have tried to make this policy wording clear and easy to understand, using plain English wherever possible. However, if **you** do have any questions, please contact **us** by visiting the website at www.freedominsurance.gg and leaving a message on the Contact Us form. We will endeavour to respond within 48 hours.

If **you** have any questions regarding the sale of this Insurance, please contact the seller through whom this Insurance was provided.

ADMINISTRATION OF THIS INSURANCE

This policy is a contract between **You** and **us**. This insurance is underwritten by Freedom Insurance Guernsey Limited ("Freedom"). Freedom is a limited liability company registered in Guernsey, no. 70724, at Hadsley House, Lefebvre Street, St Peter Port, Guernsey GY1 2JP. Freedom is licensed by the Guernsey Financial Services Commission, no. 2781981, as an insurer to carry on international general insurance. The insurer's website can be found at www.freedominsurance.gg

The Insurer will indemnify the Policyholder subject to the terms, conditions, clauses and exclusions of this policy during the Period of Insurance within the **territorial limits**.

Claims are handled on **our** behalf by Action 365 Ltd and can be contacted at 0345 528 0255.

For details of authorised firms visit the Guernsey Financial Services Commission website on www.gfsc.gg by contacting the GFSC on +44 1481 712706 08.30-17.00 Monday to Friday.

Telephone calls may be monitored and recorded for quality assurance and compliance.

This information is also available in braille, large print, or audio on request.

IMPORTANT INFORMATION

We have not provided **you** with a personal recommendation as to whether this product is suitable for **your** needs so **you** must decide yourself whether it is or not. **You** have made a decision based on the information made available to **you**.

This policy meets the demands and needs of those who wish to insure against the costs of locksmith charges, new locks, replacement keys, onward transport costs, vehicle hire or accommodation costs in the event their **Insured Keys** are lost, stolen or accidentally damaged.

INTRODUCTION

This insurance runs along with **your** motor insurance policy and if **your** motor insurance policy is cancelled or not renewed, all cover under this insurance will end. If **you** arranged **your** Key Cover policy after the start date of **your** motor insurance policy, **your** key insurance cover starts from 48 hours after the date **you** bought it and ends on the expiry date of **your** motor insurance policy.

COMMENCEMENT AND DURATION OF COVER

Cover commences 48 hours after the date on which **your** motor/home insurance policy is effective, or 48 hours after **you** arranged **your** Key Cover policy, whichever is later. This means **you** cannot claim for an occurrence before day 3

of the policy. **Your** Key Cover policy will then run alongside **your** motor/home insurance policy. For renewals of existing policies, cover commences on the date that **your** renewed policy becomes effective.

DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in bold in this certificate.

Administrator – Action 365 Ltd

Commencement Date – Means 48 hours after the date on which **your** motor/home insurance policy becomes effective. If **You** are renewing an existing policy, **commencement date** means the date **your** insurance policy is accepted.

Cover Limit – The maximum amount payable in aggregate in each **period of insurance**, up to a maximum total value of £1,500

Emergency – a dependent of **Yours** is left unattended, unsupervised or uncared for, or there is real and imminent danger to **you** or the fabric of **your motor cycle/motor vehicle/home/property**.

Home – any **property** at which **you** live that an **insured key** unlocks.

Immediate Family – **Your** mother, father, son, daughter, spouse, or domestic partner who resides with **you** at **your home**.

Insured Event – The loss, breakage, damage or theft of any **insured key**, or any **insured key** locked inside **your home** or **motor cycle/motor vehicle** during the **period of insurance**.

Insured Key – Any keys used by **you** such as **your** house keys and/or vehicle keys.

Motor Vehicle – a vehicle (not being an invalid carriage) which is constructed for the carriage of passengers and their effects and is adapted to carry not more than seven passengers and does not exceed three tons, of which **you** are the owner or which **you** are authorised to drive, but shall not include any such **motor vehicle** which is at any time used for hire or reward.

Motor Cycle – a mechanically propelled vehicle (not being an invalid carriage), with or without a sidecar, with fewer than four wheels of which the weight (unladen) does not exceed 410 kilograms.

Period of Insurance – 12 months from the **commencement date** of this policy; until the date on which **your** motor/insurance policy expires or is cancelled; or on the date on which **you** cancel this policy; whichever is the sooner.

Property – any **property** or item that **your insured key** unlocks.

Territorial Limits – United Kingdom.

Waiting Period – a period of 48 hours commencing when the loss of the **insured key** is first reported to **us**.

We, Us, Our – Freedom Insurance Guernsey Limited

You, Your – The person(s) whose name appears on the policy schedule and has been accepted for insurance.

WHAT IS COVERED

This policy provides cover up to £1,500 in the event that any **insured keys** are accidentally lost, stolen or accidentally damaged. If, during the **period of insurance** and within the **territorial limits**, an **insured key** is accidentally lost, accidentally damaged or stolen, **we** will pay, up to the **cover limit**, in accordance with the following table:

What is covered	We will not pay
1. Locksmith charges: We will pay for locksmith charges if your insured keys are lost, stolen, damaged, or locked in your home or your motor cycle or motor vehicle and you have no access to your home or your motor cycle or motor vehicle .	<ul style="list-style-type: none">• more than £50 in respect of any insured key broken inside a lock at your property or the ignition of your motor cycle/motor vehicle• any charges or costs incurred where Davies Group Limited arranges for the attendance of a locksmith or other tradesman, agent or representative at a particular location you do not attend.• any charges where you have access to duplicate keys, unless you are in an emergency situation.

<p>2. New Locks (including reprogramming of immobilisers, infrared handsets and alarms which are attached to the insured key(s) at the time of the insured event but are not integral to an insured key): We will pay for new locks if there is a security risk to your motor cycle/motor vehicle/home/property due to the loss/theft of your insured key.</p>	<ul style="list-style-type: none"> • for replacement locks of a higher standard or specification than those needing to be replaced • for locks which are damaged prior to the accidental loss, theft, or accidental damage of insured keys.
<p>3. Replacement Keys: We will pay for replacement keys (including any immobiliser, infra-red handset and/or alarm which is integral to any insured key) if Your insured keys are stolen, deemed permanently lost, or broken.</p>	<ul style="list-style-type: none"> • for more than 2 keys per lock per claim. • for replacement keys of a higher standard or specification than those needing to be replaced.
<p>4. Onward Transport Costs: We will pay up to £75 per day for onward transportation if you have no access to your motor vehicle/motor cycle while away from your home due to lost, stolen or broken insured keys.</p>	<ul style="list-style-type: none"> • more than £75 per day.
<p>5. Vehicle Hire: We will pay up to £40 per day if you are unable to use your motor cycle/motor vehicle due to the loss or theft of your insured keys.</p>	<ul style="list-style-type: none"> • vehicle hire charges where a hire vehicle exceeds 1600cc. • more than £40 per day. • vehicle charges after day 3 of hire.
<p>6. Accommodation Costs: We will pay Hotel or Accommodation Costs if you have no access to your home up to a maximum of £120 per insured event.</p>	<ul style="list-style-type: none"> • more than £120 per insured event.

EXCLUSIONS AND LIMITATIONS WHICH APPLY TO YOUR WHOLE POLICY

We shall not pay for:

1. any amount which exceeds £1,500 in total in any one **period of insurance**;
2. sums claimed where it is not possible to produce receipts or invoices for payments **you** are claiming for.
3. **insured keys** lost or broken by, or stolen from, someone other than **you** or a member of the **your immediate family**
4. any costs other than the replacement of **insured keys** where **you** have access to duplicate keys unless in the event of an **emergency**
5. any **insured event** not reported to Action 365 Ltd within 30 days of the accidental loss, theft or accidental damage
6. any claim for theft or loss where the incident has not been reported to the police within 48 hours of discovery and an incident report number obtained
7. loss or destruction of, or damage to, any property other than an **insured key** and its associated lock or ignition system, and any immobiliser, infrared handset and/or alarm attached to the **insured key**
8. loss or damage caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material
9. 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 any lawful government or public or local authority
10. any loss of earnings or profits suffered by **You** as a result of the accidental loss, theft, or accidental damage to an **insured key**
11. claims arising from any deliberate or criminal act or omission by **you**
12. claims arising as a result of failure by **you** to take steps to safeguard an **insured key**
13. any loss of market value to **your motor cycle or motor vehicle** as a result of loss or theft of the **insured key(s)**
14. any part of any claim if during the **waiting period your insured keys** are found, unless **you** are in an **emergency** situation.

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 **cover limit**.

CANCELLATION

Your right to change your mind (withdrawal period)

You may cancel this insurance, without giving reason, by returning it to your agent within 14 days of it starting, or (if later) within 14 days of **you** receiving the insurance documents if you are a new customer or 14 days from the renewal date if you are an existing customer.

You will receive a full refund of all premium paid provided that no claim has been paid by **us** and **you** do not intend to make a claim under this insurance.

Cancellation by you after the withdrawal period

If **you** wish to cancel **your** insurance after the initial 14 day withdrawal period **you** can do so by contacting your agent however no refund of premium will be made.

Cancellation by us

We may cancel **your** insurance by giving **you** 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) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

If **we** cancel **your** insurance **we** will refund the premium relating to the remaining period of insurance on a proportionate basis.

FAIR PRESENTATION OF RISK

You must make a fair presentation of the risk which **you** wish to insure with **us**. This condition applies before both the start and renewal of **your** policy, and also if any changes are required during the period of insurance. If **you** do not make a fair presentation **we** may take the following action:

1. If the failure was deliberate or reckless **we** can treat your policy as if it never existed and keep the premium; or
2. If the failure was not deliberate or reckless and
 - a) **we** would not have provided cover had **you** made a fair presentation:
we can treat your policy as if it never existed and return your premium; or
 - b) **we** would have issued cover on different terms had you made a fair presentation:
we can reduce any claims payment by the proportion that the correct premium had been underpaid and/or apply any additional terms that **we** would have imposed had you made a fair presentation of the risk

These entitlements will apply either from the start of the policy, the date of variation, or from the date of renewal, depending on the nature and timing of the misrepresentation.

HOW TO MAKE A CLAIM

Claims should be notified to the **administrators** by contacting the helpline 0345 528 0255 as soon as possible but in any event within 30 days of discovery of the any incident likely to give rise to a claim under this insurance.

Please note that there is no excess fee to pay for any claim made under this policy.

In the event of a claim, **we** cannot guarantee to replace **your insured key** 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 **you** have lost **your insured key** or had it stolen and **you** feel there is a security risk, **you** should replace **your** locks as

soon as reasonably possible, however all costs will need to be paid by **you**. If within the **waiting period** of 48 hours, **your insured key** is not found, and no duplicate key exists, **we** will reimburse **You** for the costs incurred subject to the terms and conditions of this policy.

If a duplicate key exists, **we** will only reimburse **you** for the cost of the replacement key, unless **you** are in an **emergency** situation where a dependent of **Yours** is left unattended or unsupervised, or there is imminent danger to **you** or the fabric of **your motor cycle/motor vehicle/home/property**, in which case **we** will reimburse **you** for the costs incurred subject to the terms and conditions of this policy.

If **your insured key** is found within the **waiting period** of 48 hours, **we** will not pay any of **your** costs.

Please note if **you** are claiming for theft or loss of **your insured keys**, **you** must report the incident to the police within 48 hours of discovery of the incident and obtain an incident report number.

COMPLAINTS

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the complaints procedure below:

Complaints regarding:

SALE OF THE POLICY

Please contact **your** agent who arranged the insurance on **your** behalf.

CLAIMS

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should in the first instance contact **our** Customer Services team either by visiting the website at www.freedominsurance.gg and leaving a message on the Contact Us form, or alternatively by writing to **us** at Freedom Insurance Guernsey Limited, Hadsley House, Lefebvre Street, St Peter Port, Guernsey GY1 2JP

We will acknowledge **your** complaint within 5 working days. **We** will advise **you** who is dealing with it and when **we** expect to respond. **We** aim to respond fully within 8 weeks. However, if **we** are unable to provide a final response within this period, **we** will write to **you** before this time and advise why **we** have not been able to offer a final response and how long **we** expect **our** investigations to take.

If **you** remain unhappy with **our** final response, or **we** have not managed to provide a final response within 8 weeks of **your** complaint, **you** may be entitled to refer **your** complaint to the Channel Islands Financial Ombudsman Service for help and advice.

- Phone: 01481 722218 or 01534 748160
- Website: www.ci-fi.org
- Email: enquiries@ci-fo.org
- Post: Channel Islands Financial Ombudsman, POP Box 114, Jersey JE4 9QG.

Please make sure **you** always quote **your** policy number from the schedule. This complaints procedure doesn't affect **your** statutory rights.

DATA PROTECTION

We are the data controller who determines the purpose and means of processing **your** personal data.

Freedom Insurance Guernsey Limited Data Protection Policy

Freedom Insurance Guernsey Limited need to use **your** data in order to arrange **your** insurance and associated products. **You** are obliged to provide information without which **we** will be unable to provide a service to **you**. Any personal information provided by **you** may be held by **us** in relation to **your** insurance cover. It may be used by **our** relevant staff in making a decision concerning **your** insurance and for the purpose of servicing **your** cover and administering claims. Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **you** from credit reference agencies, fraud prevention agencies and others to check **your** credit status and identity. The agencies will record **our** enquiries, which may be seen by other companies who make their own credit enquiries. **We** may check **your** details with fraud prevention agencies. If **you** provide false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may use these records to;

- a. Help make decisions on insurance proposals and insurance claims, for **you** and members of **your** household;
- b. Trace debtors, recover debt, prevent fraud, and manage **your** insurance policies;
- c. Check **your** identity to prevent money laundering, unless **you** furnish **us** with satisfactory proof of identity;

We process all data in Guernsey but where we need to disclose data to parties outside the European Economic Area (EEA) **we** will take reasonable steps to ensure the privacy of **your** data. In order to protect **our** legal position, **we** will retain **your** data for a minimum of 7 years. **We** have a Data Protection regime in place to oversee the effective and secure processing of **your** data. Under data protection legislation, **you** can ask **us** for a copy of the data **we** hold, have it corrected, sent to a third party or deleted (subject to **our** need to hold data for legal reasons). **We** will not make **your** personal details available to any companies to use for their own marketing purposes. If **you** wish to complain about how **we** have handled **your** data, **you** can contact **us** and we will investigate the matter. If **you** are not satisfied with **our** response or believe **we** are processing **your** data incorrectly **you** can complain to the Office of the Data Protection Authority, St Martin's House, Le Bordage, St. Peter Port, Guernsey GY1 1BR Tel: 01481 742074 Website: www.odpa.gg.

FINANCIAL CRIME POLICY STATEMENT

We will not provide any cover or be liable to provide any payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the Period of Insurance, **We** may cancel this policy immediately by recorded delivery letter to the correspondence address shown on the Certificate of Insurance. Please note that **You** will not be entitled to a pro-rata refund of premium under these circumstances.