

Key Insurance Policy Wording FJ/PW/LK/01/09/2025/V3508

In partnership with





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Key Insurance Policy Wording

This policy is arranged by Footman James. Footman James is a trading name of Advisory Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Advisory Insurance Brokers 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 arranged by Motorplus Limited t/a Coplus and underwritten by Collinson Insurance. This Insurance is effected in England and is subject to the Laws of England and Wales.

Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708616. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk.

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** Key Insurance 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 lames.

You can write to Footman lames at:

Footman James, Waterfront Business Park, First Floor, Unit 7, Waterfront Way, Brierley Hill. DY5 1LX.

Your Responsibility

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

- a. Supply accurate and complete answers to all the guestions Footman James may ask as part of **your** application for cover under the policy.
- b. Make sure that all information supplied as part of **your** application for cover is true and correct.
- 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 asks 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.

Fraud

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,
- 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,

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.

Please read this policy carefully so that **you** understand the cover **we** are giving **you** and follow **our** rules. It's important that **you** keep this policy wording and **your** policy **schedule** in a safe place in case **you** need to look at them later.

How to make a claim

In the event of a claim, please contact **us** as soon as reasonably possible and within 30 days from the date of the **insured event** giving **us** as much information as **you** can about what has happened to bring about the claim.

Online claims form: key@coplus.co.uk

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 "Key Insurance" in all communications

How to make a complaint

If you have a complaint, please follow the guidance below and we will provide assistance as soon as possible:

If your complaint relates to the sale of this policy, please contact:

Footman James, Waterfront Business Park, First Floor, Unit 7, Waterfront Way, Brierley Hill. DY5 1LX.

Telephone: 0333 207 6000.

If **your** complaint is about the handling of a claim, please contact:

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

Telephone: 0333 241 9574

Email: gualityteam@coplus.co.uk

We will respond to your complaint within eight weeks of receiving it. Our response will be our final decision based on the information provided. If there's a delay in our investigations, we'll explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, you're still not happy or haven't received a final answer within eight weeks, you have the right to escalate your complaint to an independent authority called the Financial Ombudsman Service (FOS). You can contact them using the details below:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Tel: 0800 023 4567 (free for people calling from a landline) or 0300 1239 123

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

Following this complaints procedure does not stop you from taking legal action.



The following words shall have the meaning given below wherever they appear in **bold** in this document.

Accidental means

The sudden and unexpected event that caused damage to the **insured keys** which is not otherwise specifically excluded from this policy.

Insurer

Collinson Insurance.

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**.

Insured event

The loss, theft or damage by accidental means of any insured key, or any insured key locked inside your home or vehicle during the period of insurance.

Onward transportation

The transport to allow **you** to reach **your** destination within the **territorial limits** following an **insured event** which has left **you stranded**.

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**.

Stranded

Unable to leave **your** location/ reach **your** final destination following an **insured event**.

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 Collinson Insurance.

Wear and Tear

Damage that naturally and inevitably occurs as a result of normal wear or aging.

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. Cost for vehicle hire or reasonable travel expenses if your vehicle is unusable as a result of the insured keys being lost, stolen or damaged by accidental means:
 - a. Up to £75 per day for a maximum of 3 days for a hire vehicle such as a Ford Focus 1.6 or a Peugeot 307 1.6 (ABI class S4) or;
 - b. Up to £75 per day for a maximum of 3 days towards reasonable travel expenses.
- 3. The cost incurred for **onward transportation** to get **you** to **your** destination if **you** are **stranded** due to the **insured keys** being lost, stolen or damaged by accidental means, up to a maximum of £300.
- 4. If your insured keys are locked in your vehicle you must report this to us before proceeding with your own locksmith. 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 £750.
- 5. Insured keys that are unusable due to being damaged or broken in the lock or ignition, up to £100.

Policy 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 Footman James 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. Care, custody and control

There are a number of ways in which **you** can take precautions to better protect **your** keys to reduce them being lost, stolen or damaged, as follows:

- a. Never attach anything to **your** keys that contains **your** name, address or any details of where **your vehicle** 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 unlocked or windows open when leaving the home or vehicle unattended;
- 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 vehicle when leaving it;
- e. When visiting facilities such as, but not limited to, swimming pools, sports clubs and amusement parks and **you** are not in a position to keep **your** keys on **your** person, **your** keys must be fully hidden from view and stored in a safe and lockable compartment or locker;
- f. Do not keep duplicate keys on the same key ring as your main keys;
- g. Burglars are increasingly turning to key crime as sophisticated security measures are now fitted as standard to new vehicles, and have been known to break into homes and offices just to steal vehicle keys. Never leave keys close to the front door where they can be seen.

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. Keys damaged over time by wear and tear or general maintenance of insured keys or locks;
- 3. Claims arising as a result of the use of the **vehicle** for any purpose in connection with the motor trade;
- 4. Where **your insured keys** have been left unattended, not within **your** sight at all times, and out of **your** arms-length reach;
- 5. Claims where only the lock is damaged;
- 6. Claims for damaged keys which was not caused by accidental means;
- 7. Cost incurred where **you** have appointed **your** own locksmith or other tradesmen prior to **our** consent;
- 8. Damage caused by any animal including domestic pets;
- 9. The recovery of your vehicle or any costs associated with the recovery of your vehicle;
- 10. Multiple claims for the same insured keys which have been damaged by the same lock, where the lock has not been repaired or replaced by the insured:
- 11. Any claim for duplicate keys;
- 12. 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;
- 13. Insured keys that are lost or damaged by accidental means by someone other than you;
- 14. Any insured keys that are lost, damaged by accidental means or stolen and not reported to us within 30 days of the insured event;
- 15. We will not replace locks or insured keys to a higher specification to those that are lost, damaged or stolen;
- 16. Locks which were previously damaged prior to the loss or theft of your insured keys;
- 17. 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. You may be liable to pay the costs incurred for the attendance of a locksmith or other tradesmen if you fail to notify us of any changes to attend the agreed location.
- 18. 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. You may be liable to pay the costs incurred for the attendance of a locksmith or other tradesmen if you fail to notify us of any changes.

General Exclusions

- 19. Claims arising as a result of **your** failure to take reasonable steps to protect the **insured keys**, including but not limited to those detailed in the Policy Conditions Care, custody and control section above.
- 20. Any claims where proof of payment is not provided, such as valid receipts or tickets;
- 21. Any incident which occurs within 48 hours of the inception of this policy unless comparable insurance was previously in place and cover continues on an uninterrupted basis;
- 22. Loss or damage arising as a consequence of:
 - a. War, invasion, act of foreign enemies, **terrorism**, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.
 - b. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
 - c. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- 23. Any claims arising from any deliberate or criminal act or omission by you;
- 24. Loss or theft of, or damage to insured keys occurring outside the period of insurance;
- 25. 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;
- 26. 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** duplicat keys;
- 27. Keys which are given to **you** for safekeeping by a relative, friend, neighbour or employer;
- 28. Any loss of earnings or profits which you suffer as a result of the loss or theft of, or damage to an insured key;
- 29. Stolen insured keys which have not been reported to the police and a valid crime reference provided to us;
- 30. Any loss, injury, damage, or legal liability arising directly or indirectly from:
 - a. The failure of any computer or other electrical component to correctly recognise any date as its true calendar date.
 - b. Computer viruses.

Fair Processing Notice

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 Advisory Insurance Brokers Limited as the Data Controller

Footman James, a trading name of Advisory Insurance Brokers 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.

From time to time we may use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group, subject to relevant marketing regulations and permissions.

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 https://www.footmanjames.co.uk/ 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. In the event **you** or any individual whose personal data **we** process is unhappy with how we or the Ardonagh Group is treating their personal data or have any general data protection queries, such queries and complaints should be sent to our Data Protection Officer. This can be done via email to advisorydataprotection@ ardonagh.com or in writing to The Data Protection Officer, Ardonagh Advisory, Suite M. The Octagon, Colchester CO1 1TG, United Kingdom.

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.

Collinson Insurance Privacy Notice How we use the information about you

As 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).
- 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.

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, third party administrators, 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: 3 More London Riverside, London, SE1 2AQ

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

If you wish to renew this insurance policy, please contact Footman James who will be able to discuss your requirements.

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.

Financial Services Compensation Scheme

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from the scheme if **we** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 020 7741 4100.

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.

Governing law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

Other formats

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

Telephone calls

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

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 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 for **us** to cancel this insurance policy include but are not limited to:

- a. Where we reasonably suspect 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 complete and accurate answers to the questions we ask.
- f. You do not or are not willing to co-operate in the event of a claim.

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.

Arbitration Clause

In the event of a disagreement between you and us, our aim is to make things simple and fair. If the matter cannot be resolved via our complaints procedure then you can reach out to the Financial Ombudsman Service for assistance. For broader disputes, we can turn to arbitration. We can jointly pick an arbitrator – it could be a solicitor or barrister. We will agree on this together in writing.

In case we can't reach an agreement the Chartered Institute of Arbitrators can step in to help us choose someone. The arbitrator's decision is final, and we both have to abide by the outcome. The Arbitrator will also determine who pays the costs of the arbitration process, if costs are awarded against you, they are not covered under this policy. This arbitration condition does not affect your rights to take separate legal action.



Footman James Waterfront Business Park, First Floor, Unit 7, Waterfront Way, Brierley Hill DY5 1LX Tel. 0333 207 6114 footmanjames.co.uk





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