

Key Cover Policy Wording

Introduction

Churchill van insurance is arranged and administered by Brightside Insurance Services Ltd. This key cover policy will run concurrently with **your** Churchill van insurance policy for a maximum of 12 months. If **you** arranged this policy after the **start date** of **your** motor or property insurance policy, cover will be provided from the date **you** bought it and will end on the expiry date of **your** motor or property insurance policy as detailed on **your policy schedule**.

Who is your insurer?

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank Of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **us** on request. Inter Partner Assistance SA firm register number is 202664. **You** can check this on the financial services register by visiting the website www.fca.org.uk/register.

Certification of Cover

This policy document combined with **your policy schedule** certifies that this insurance has been effected between **you** and **us**. In return for payment of the premium **we** agree to insure **you** in accordance with the terms and conditions contained in and endorsed on these documents.

Important

Please keep this policy document, together with **your policy schedule**, in a safe place so **you** can read it again if **you** need to. **You** can only take out this insurance if **you** have bought a motor or property insurance policy with Brightside. If **your** Churchill van insurance policy is cancelled for any reason this policy will also be cancelled.

We will provide **you** with assistance by arranging key or lock repair or replacement, or onward transportation as appropriate. Providing assistance is a service only and does not pre-qualify **your** claim for reimbursement of costs. Please note that **you** will be responsible for all costs in the first instant and the claims administrator will reimburse these costs once **your** claim has been validated. Reimbursement is subject to **you** providing the original invoice(s), receipt(s), any relevant crime reference number and complying with all other terms and conditions of this insurance. All costs outside of the terms of this policy must be met and paid for by **you**.

Who administers your policy?

We have appointed Direct Group Limited to administer **your** policy, and handle claims. Direct Group Limited is authorised and regulated by the Financial Conduct Authority number 307332.

Language

You will notice that some words throughout this document are shown in bold type. These words are listed and defined in the 'definitions' section at the end of this document.

Please contact **us** on 0333 222 1042 if **you** would like a copy of these terms and conditions in another format such as in large print, braille or audio file.

Please check that the information contained in this policy meets **your** requirements. If it does not, please contact Brightside who arranged this insurance for **you**.

Making A Claim 24/7

To make a claim call the **claims administrator** on 0330 123 5446 quoting scheme code 04 605 48, **your fob** reference number and assistance will be arranged for **you**.

Please read the Features & Benefits, Claims Conditions and Exclusions or Limitations sections to ensure the incident is covered under the terms of this policy.

Please note all stolen **keys** must be reported to the police and a crime reference number obtained.

You will be asked to forward the original invoice(s), receipt(s) and the relevant crime reference number to Specialist Claims, PO Box 1192, Doncaster, DN1 9PU for validation of **your** claim and reimbursement of costs incurred.

Any queries or for further information please telephone the **key** helpline on 0330 102 6055.

Features and Benefits

This policy provides **you** with £1,500 (inc VAT) worth of insurance cover in the event that any of **your keys** attached to the provided **fob** are either lost, stolen or damaged within the **territorial limits**.

The benefits are as follows:

1. If **your keys** are stolen, damaged or lost anywhere in the **UK**, **you** must report this to the **claims administrator** who will arrange for a suitable contractor to attend the scene. All claims for theft must be reported to the police and a crime reference number obtained. Upon validation of **your** claim the **claims administrator** will reimburse **you** for the cost of **your key** or **lock** replacement up to the **policy limit**. If **your keys** are found the **claims administrator** will contact **you** to discuss the appropriate action. Once **you** and **your keys** have been reunited a reward of £10 will be paid directly to the finder.
2. Broken or locked in **keys** - If **your keys** are locked in **your vehicle, home** or **office** or broken in any **lock** denying **you** access to **your** property, **you** must report this event to the **claims administrator** who will arrange for a suitable contractor to attend the scene. Upon validation of **your** claim the **claims administrator** will reimburse **you** for the cost of gaining access and if necessary provide reimbursement for a replacement **key**, or repair or replacement of the damaged **lock**, up to the **policy limit**.
3. Stranded If **you** are stranded more than 5 miles from **home** by theft, loss or damage of **your keys** and have no access to **your vehicle** the **claims administrator** will pay £75 per day including VAT for car hire, for up to 3 days. As an alternative, public transport or taxi fares may be payable. The **claims administrator** must be notified of the circumstances first and any car hire must be arranged through them.
4. 24 hour 365 days a year Emergency Helpline.
5. There is no excess payable.
6. **You** can make a claim on this policy without affecting **your** "No Claims Bonus" on **your** other insurance policies.

Claims Conditions

1. All **keys** must be attached to the **fob** provided.
2. The police must be notified of all stolen **keys** and a crime reference number obtained.
3. All costs for any services rendered must be met by **you** and **you** must forward the original detailed invoice(s), receipt(s) and crime reference number to Specialist Claims, PO Box 1192, Doncaster, DN1 9PU as soon as possible, of notifying the **claims administrator**. Providing **your** claim is within the terms of this policy the **claims administrator** will validate **your** claim and reimburse **your** outlay up to the **policy limits**.
4. Claims for reimbursement of public transport or taxi fares will be assessed individually. For long journeys 15 miles and over, the mode of transport should be a bus or train unless **you** are physically unable to use public transport. For short journeys up to 15 miles, a taxi would be acceptable.
5. All receipts and tickets must be retained, valid receipts will be required to enable reimbursement.
6. **You** must take care to avoid anything which may result in a claim under this policy.

Exclusions or Limitations

The **insurer** will not provide cover in respect of:

1. Any **keys** not attached to the **fob**;
2. Any claim for theft of **keys** which is not reported to the police and a crime reference number obtained;
3. Any claims for public transport or taxi fares with no valid receipts or tickets;
4. Any car hire not arranged via the **claims administrator**;
5. Any claim for replacing **locks** when only parts need changing;
6. Any claim for damage to **locks** or **keys** by wear and tear, mechanical or electrical breakdown, cleaning, repairing, restoring or anything which happens gradually;
6. Any claim for additional or duplicate **keys**;
8. Any claim for loss or damage caused by any act of war, invasion or revolution;
9. **Locks** that are damaged prior to the loss or theft of **keys**;
10. Replacement **locks** or **keys** of a higher standard or specification than those replaced;
11. Charges or costs incurred where the **claims administrator** arranges for the attendance of a contractor at a particular location and **you** fail to attend;
12. Charges or costs incurred where **you** make alternative arrangements with a third party once the **claims administrator** has arranged for a contractor to attend a particular location unless otherwise agreed by the **claims administrator**.
- 13 **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Conditions and limitations

The following conditions apply to **your** policy:

Consumer Insurance (Disclosure and Representations) Act 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all questions and to make sure that all information supplied to **us** is true and correct. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** answers may mean that **your** policy is invalid and that it does not operate in the event of a claim.

You must contact Brightside immediately in the event that there is a change to **your** circumstances, as follows:

- i) **You** change **your** address;
- ii) **You** are convicted of a criminal offence or receive a police caution;
- iii) **You** have insurance refused, declined, cancelled or terms applied by another insurance provider.

Transferring your interest in the policy

You cannot transfer **your** interest in the policy to anyone else.

Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs **you** have the right to cancel it at any time by contacting

Brightside on 0333 222 1042 or by writing to: Brightside, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL.

If the policy is cancelled for any reason within the first 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later ('cooling off period'), **you** will be entitled to a full refund of the premium as long as **you** have not made a claim and do not intend to make a claim on the policy.

If the policy is cancelled for any reason after the 14 day cooling off period then no refund of premium will be payable.

Insurer's right to cancel

This policy runs concurrently with **your** Churchill van insurance policy. If **your** Churchill van insurance policy is cancelled for any reason this policy will also be cancelled.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel **your** policy, but only if there is a valid reason for doing so. Valid reasons include (but are not limited to):

- Fraud;
- If **you** refuse to allow us reasonable access to **your** property/**vehicle** etc in order to provide the services **you** have requested under this policy or if **you** fail to co-operate with **our** representatives;
- Non-payment of premium;
- Threatening and abusive behaviour;
- If **you** otherwise cease to comply with the terms and conditions of this policy.

Where we have cancelled your policy after the 14 day cooling off period then no refund of premium will be payable.

Termination of Cover

This insurance cover shall automatically terminate immediately upon the first to occur of the following:

1. The expiry of the **period of insurance**;
2. Upon cancellation of the policy by **you** or **us**;
3. If **you** do not pay the premium;
4. If **we** are prohibited by law from continuing to provide cover or services to **you** under this policy.

Customer service & complaints

This complaints procedure does not affect **your** legal rights.

Questions or complaints about the sale of your policy

If **you** have a question or concern about, or **you** wish to make a complaint about, how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please in the first instance contact Brightside.

If **you** remain dissatisfied **you** may refer the matter directly to the Financial Ombudsman Service (contact details are given below).

Questions or complaints about your policy or the handling of your claim

The aim is to provide **you** with a high quality service at all times. Every effort will always be made to sort out any enquiry or problem that **you** may have. If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact:

Customer relations team, PO Box 1193, Doncaster, DN1 9PW.

Tel: 0330 102 6055

Email: customer.relations@directgroup.co.uk

If **you** remain dissatisfied after the **administrator** has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service. The address is:

The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

Telephone number: 0800 0234 567 from a landline or 0300 1239 123 from a mobile.

E-mail: complaint.info@financial-ombudsman.org.uk

Website: www.fos.org.uk

Further details will be provided at the appropriate stage of the complaints process. None of the above affects **your** statutory rights.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligations to **you** under this contract.

Further information can be obtained by writing to the Financial Services Compensation Scheme, 10th floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or visit the website: www.fscs.org.uk.

Legal and regulatory information

Premiums and claims – your rights

Please note that once **you** have paid **your** premium to Brightside **we** treat it as having been received by **us**.

Law

This policy is governed by the laws of England and Wales.

Fraudulent Claims

If **you** make any request for a payment under this policy knowing it to be fraudulent or false in any respect or ought reasonably in the circumstances to have known it to be fraudulent or false, this policy shall become void and any premiums paid hereunder shall be forfeited and **we** shall be entitled to recover any monies previously paid.

In the event that **we** suspect that any claim is fraudulent or false or **we** suspect there is any collusion between any parties, **we** may contact and access information held by the Insurance Fraud Bureau or other fraud prevention agencies to determine if fraud has been reported before, if this has been investigated and if fraud was detected. If the Insurance Fraud Bureau confirm that **you** have been involved in insurance fraud, this policy shall become void and any premiums paid hereunder shall be forfeited and **we** shall be entitled to recover any monies previously paid.

Data protection.

Please read the paragraphs below, which define how Brightside and the **insurer** use information about **you** for the purpose of providing **you** with insurance services and additional products and services.

Brightside and the **insurer** appreciate the importance of the protection, confidentiality and security of **your** information.

Personal information

By purchasing Brightside products and services, **you** agree that Brightside and the **insurer** may:

- Disclose and use information about **you** and **your** insurance cover to companies within the AXA group of companies, to its service providers and agents in order to administer and service **your** insurance cover, collect payments for fraud prevention and otherwise as required by applicable law;
- Monitor and/or record **your** telephone calls in relation to cover to ensure consistent servicing levels and account operation;
- Undertake all of the above within and outside the **United Kingdom** and the European Union. This includes processing **your** information in other countries in which data protection laws are not as comprehensive as in the European Union. However, Brightside and the **insurer** have taken appropriate steps to ensure the same (or equivalent) level of protection for **your** information in other countries, as there is in the European Union.

If **you** want to know what information is held about **you** by Brightside please write to: Brightside, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL.

If **you** want to know what information is held about **you** by the **insurer**, please write to **us** at:
Data Protection Officer, The Quadrangle, 106-118 Station Road, Redhill RH1 1PR.

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly. Information about **you** is only held for so long as it is appropriate for the above.

Definitions

The words and phrases listed below will have the following meanings:

Claims Administrator

AXA Assistance (UK) Ltd, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK or its nominated agent Direct Group Limited, Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL.

Fob

The numbered identification tag/s issued to **you** when **you** bought the policy. Please record this number on **your policy schedule** and keep in a safe place as **you** will need to quote the reference number when making a claim.

Home

Your main and permanent place of residence in the **United Kingdom**, comprising a private dwelling (for example: house, bungalow, maisonette or flat) used for domestic purposes only, excluding any garage (unless attached with direct access to **your** permanent place of residence), garden and/or outbuildings surrounding or next to **your** home.

Insurer/We/Us/Our

Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR and its designated agents.

Insured Event

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

Key/s

Your vehicle, home, and office keys and keycards which are attached to a **fob**.

Locks

The locks associated with the **keys**.

Office

Home office, work office including any safe.

Policyholder

The first person named on the **policy schedule**.

Period of Insurance

This is the period to which the insurance applies and is stated on **your policy schedule**.

Policy Limit

The total amount payable in respect of each **insured event** (unless otherwise stated) and in total for all **insured events** in any one year is £1500 including VAT.

Policy Schedule

The schedule issued with **your fob/s**.

Start Date

The date **your** cover starts under this policy shown in **your policy schedule**.

Territorial Limits

The **United Kingdom**

United Kingdom/UK

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

Vehicle

Your private motor vehicle, commercial vehicle, business vehicle, motorbikes, motor home or mobility scooter.

You/Your

The first person named on the **policy schedule** or any immediate member of the **policyholder's** family residing at the same address as the policy holder during the **period of insurance**.