

Drive Smart Insurance Key Protection Policy Wording

WHO IS YOUR INSURER?

This policy has been arranged by Drive Smart Insurance, a trading name of Sabre Insurance, who are authorised and regulated by the Financial Conduct Authority. The policy is underwritten by Inter Partner Assistance SA UK Branch (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. IPA's 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 insurance policy with Drive Smart Insurance. If **your** Drive Smart Insurance motor insurance policy is cancelled for any reason this policy will also be cancelled.

WHO ADMINISTERS YOUR POLICY?

We have appointed Direct Group Limited to administer **your** policy. 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 0330 024 4692 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 Drive Smart Insurance who arranged this insurance for you.

WHAT DOES THE POLICY COVER AND WHAT WILL IT PAY OUT?

Events

During the **period of insurance** and within the **geographical limits** this policy will cover **you** in the event of:

- damage to, or loss or theft of **your keys** or **locks**; or
- **your keys** are locked in **your home, office** or **vehicle** denying **you** access.

Benefits

This policy will pay the following benefits if one of the above events occur:

- The cost of obtaining replacement **keys/locks** (including the reprogramming or immobilisers and alarms) and/or locksmith charges where no duplicate **key** is available;
- Up to £75 per day, for up to a maximum of 3 days, for the cost of a hire vehicle or **onwards transportation** where **your vehicle key** is not able to be replaced on the same day;

Please note that the combined amount paid in respect of the above 2 benefits will be no greater than the **total policy limit**.

You can make an unlimited number of claims during the **period of insurance** but the maximum payable under this policy is the **total policy limit** of £1,500.

WHAT IS NOT COVERED?

The policy will not pay out for the following:

- any costs covered under this policy which **you** have incurred where **you** are unable to provide a valid receipt/paid invoice;
- any costs within one **period of insurance** that exceed the **total policy limit**;
- any claim for theft of **keys** where **you** have not reported this to the police;
- any duplicate or additional **keys**, other than those that come with the **lock**;
- any charges or costs **you** incur as a result of **your** failure to turn up to an appointment **you** have arranged for replacement or repair of **your key**;
- if the **key** was in the possession of anyone other than the **policyholder** or **immediate member** of the **policyholder's** family at the time of the incident;
- if damage to the **key** was caused by wear and tear or a lack of general maintenance;
- if the incident was caused by **your** reckless, deliberate or criminal act or omission;
- any replacement which would leave **you** with a **key** of a higher standard or specification than that replaced (unless the original standard was obsolete);
- any telephone costs, loss of earnings or profits which arise as a result of the loss, theft or damage of **your key**;
- any **key** which is not lost because it is in the possession of an **immediate member** of the **policyholder's** family;
- any claim for loss or damage caused by any act of war, invasion or revolution;
- 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.
- any claim resulting in any way from:
 - war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind;
 - ionising radiation or contamination by radioactivity from any nuclear fuel or weapons, or from any nuclear waste from the combustion of nuclear fuel.

CONDITIONS AND LIMITATIONS

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

- **Consumer Insurance (Disclosure and Representations) Act 2012**
This requires **you** to be truthful and take care to give accurate and complete answers to any questions asked when **you** purchase the policy, if **you** wish to make any changes to it during the **period of insurance**, or if **you** make a claim. If **you** do not do so it may mean that **your** policy becomes invalid.

Note that if a claim under this policy is known by **you** to be false in any way, the claim will not be paid AND **your** policy will be made void with no refund of premium. **We** may also inform other insurers and the appropriate law

enforcement authorities.

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

HOW TO MAKE A CLAIM

Please read the 'What does the policy cover and what does it pay out' and 'What is not covered' sections to ensure the incident is covered under the terms of this policy.

IMPORTANT – this policy operates on a **pay and claim basis**.

If you believe your claim to be valid then please telephone AXA Assistance on 0330 123 2094 quoting scheme code 04 605 49 and assistance will be arranged for **you**.

Please note all stolen keys must be reported to the police within 48 hours and a crime reference number obtained.

For validation of **your** claim and reimbursement of costs incurred please forward the original invoice(s), receipt(s) and the relevant crime reference number to the **claims administrators** at:

Specialist Claims, PO Box 1192, Doncaster, DN1 9PU.

Any queries or for further information please telephone the key helpline on 0330 102 8684.

CLAIMS CONDITIONS

Please note that the following conditions apply to **your** claim and **we** may cancel the policy, refuse to deal with **your** claim, or reduce the amount of the claims payment if **you** ignore them:

- In the event of any incident which may give rise to a claim, **you** must follow the claims procedure detailed in this policy, and **you** must give the **claims administrator**, at **your** own expense, all the information **we** or they ask for about the claim e.g. crime reference.
- All lost, stolen or damaged **key/s** must be reported to **us** on 0330 123 2094 as soon as possible and all receipts and supporting documentation provided.
- All stolen **Keys** must be reported to the police and a crime reference number obtained.
- **You** must retain all receipts and tickets for any outlay including public transport or taxis.
- Should **you** have any complaint regarding repairs or replacements that **you** arrange, this will be for **you** to resolve. **We** will not enter into any dispute between **yourself** and any tradesman that **you** arrange.
- **We** have the right, at **our** expense and in **your** name to:
 - Take over the defence or settlement of any claim;
 - Start legal action to get compensation from anyone else; and/or
 - Start legal action to get back from anyone else any payments that have already been made.

CANCELLING YOUR POLICY

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 Drive Smart Insurance Customer Services on 0330 024 4692 or by emailing Customer.services@drivesmartinsurance.co.uk.

- If this is 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.
- **After the first 14 days** no refund of premium will be payable.

- **Insurer's right to cancel**

- This policy runs concurrently with **your motor insurance policy**. If **your motor insurance policy** is cancelled for any reason this policy will also be cancelled by **us**. Provided the premium has been paid in full **you** will be entitled to a proportionate refund of premium in respect of the unexpired **period of insurance**.
- **We** may cancel **your** policy, but only if there is a valid reason for doing so. Valid reasons include (but are not limited to):
 - Fraud;
 - Non-payment of premium; and/or
 - Threatening and abusive behaviour against **our** or the **claims administrator's** staff.

Where **we** have cancelled **your** policy for the above reasons, no refund of premium will be made.

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 Drive Smart Insurance Customer Services on 0330 024 4692 or by emailing Customer.services@drivesmartinsurance.co.uk.

- **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 8684

email: customer.relations@directgroup.co.uk

- If **you** remain dissatisfied with the resolution of **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

Web: www.financial-ombudsman.org.uk

Details on how to take **your** complaint to the Financial Ombudsman Service can also be found on the Online Dispute Resolution (ODR) platform http://ec.europa.eu/consumers/odr/index_en.htm, which has been set up by the EU Commission.

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

LEGAL AND REGULATORY INFORMATION

- **Premiums and claims – your rights**

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

- **The law & legal proceedings applicable to this insurance**

Unless **you** and **we** agree otherwise, the law which applies to this policy is the law which applies to the part of the **United Kingdom** in which **you** live. Any legal proceedings between **you** and **us** in connection with this policy will, therefore, only take place in the courts of the part of the **United Kingdom** in which **you** live.

- **Data Protection**

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

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

Personal Information

By purchasing **our** products and services, **you** agree that **we** may:

- a) 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.
- b) monitor and/or record **your** telephone calls in relation to cover to ensure consistent servicing levels and account operation;
- c) 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, **we** 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 Inter Partner Assistance SA, 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.

We monitor and record phone calls to help maintain our quality standards and for security purposes.

- **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

DEFINITIONS

Certain words throughout this document are defined words and are shown in **bold**. These are listed and defined below.

Claims Administrator

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

Emergency

Loss, theft or damage to a **key** rendering **you** unable to access **your home** and/or **your office** or **vehicle**.

Geographical limits

This policy covers **you** within the **United Kingdom** and if travelling abroad in any of the following European countries: Andorra, Austria, Belgium, Bulgaria, Croatia, Denmark, Finland, France, Germany, Greece, Iceland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, Romania, San Marino, Spain, Sweden, Switzerland, Estonia, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Hungary, Slovenia, the Vatican City, Malta, the Republic of Cyprus, and other islands that belong to these countries and that are in Europe.

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. This includes any garage, outbuildings, sheds and gates within the boundary of **your** property.

Immediate Member

Husband, wife, civil partner, live-in partner, parent, child, adult child or adult step-child residing at **your home**.

Insurer/We/Us/Our

Inter Partner Assistance SA UK branch and AXA Assistance (UK) Ltd both of The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK.

In the Data Protection Act section of this policy 'we' also means Drive Smart Insurance.

Key

Any of the **keys** which grant **You** access to **your home**, **office** or **your vehicle**, including electronic, remote and proximity **keys**.

Lock

Any **lock** that provides access to **your home**, **office** or **vehicle**.

Motor insurance policy

The Drive Smart Insurance Motor Insurance Policy that has been issued to **you** for the insured vehicle.

Office

Your home or private work **office** including any safe.

Onward transportation

For long journeys of 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 of up to 15 miles, a taxi is acceptable.

Pay and claim basis

You will be responsible for paying all costs (for example, the cost of repairing or replacing **your key/s**) that **you** wish to claim for under this policy. **We** will reimburse those costs provided the loss is covered under the policy. **We** will ask **you** to submit **your** claim together with supporting documentation to **us** so that **we** can evaluate **your** claim and make the appropriate reimbursement. The reimbursement will not exceed the **total policy limit** of £1,500.

Period of insurance

This policy will run concurrently with **your motor insurance policy** for a maximum of 12 months. If **you** arranged this policy after the start date of **your motor insurance policy** cover will be provided from the date **you** bought it and will end on the expiry date of **your motor insurance policy** as detailed on **your policy schedule**.

Policyholder

The person(s) named on the **policy schedule**.

Policy schedule

The document which forms part of the Drive Smart Insurance motor insurance contract alongside which **you** have bought this policy. It contains **your** name and address and details of the insured vehicle.

Total policy limit

£1,500 including VAT, this being the maximum amount that **we** will pay towards **your** claims in the **period of insurance**. If the total claims that **you** make exceed this limit, **you** will have to pay any amount over £1,500.

United Kingdom/UK

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

Vehicle

Your private motor **vehicle**, light commercial **vehicles** (up to a weight of 3500kg), business **vehicle**, motorbikes, motor **home** or mobility scooter.

You/your

The **policyholder** and any **immediate member** of the **policyholder's** family permanently living at the same address as the **policyholder** during the **period of insurance**.