



# Key Insurance

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POLICY WORDING

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## Introduction

### The Insurer

Your Policy is arranged by Policy Excess Insure Ltd trading as PEX Insure (Financial Services Register No. 776575), on behalf of Bastion Insurance Company Limited. Bastion Insurance Company Limited is registered 4th Floor, Development House, St Anne Street, Floriana, FRN9010, Malta and is authorized and regulated in Malta by the Malta Financial Services Authority and is permitted to issue policies in the UK by the UK Financial Conduct Authority under FCA number 446703.

### Insurance Policy

This is Your Policy wording. It is only valid when coupled with Your certificate of insurance. These two documents make up Your insurance contract between You and the Insurer. Please keep these documents in a safe place. We recommend that You review Your cover periodically to ensure that it continues to meet Your needs.

### Claims

Policy Excess Insure Ltd trading as PEX Insure are authorised by Bastion Insurance Company Limited to handle all Claims under this insurance Policy.

### Cancellation

In line with Our statutory obligations You may cancel this insurance Policy within 14 days of receiving it. Should You choose to cancel Your Policy within this period, You may be entitled to a full refund of Your Policy premium so long as You have not yet made a Claim. Should You choose to cancel Your Policy after the 14-day cooling off period We will not make a proportionate refund. To cancel Your insurance Policy please notify us at [cancel@pexinsure.com](mailto:cancel@pexinsure.com).

We are not bound to accept the renewal of any insurances and may at any time cancel this Policy by sending You 14 days' notice in writing to Your last known address. Valid reasons for cancellation may include, but are not limited to:

- Fraud,
- Non-payment of Policy premium,
- Threatening and abusive behaviour,
- Non-compliance with Policy terms and conditions.

## Eligibility for cover

Our Key Policy protects your Vehicle or Home Keys against theft or accidental loss. To be eligible for Our Gadget Insurance – Keys Policy You must be a permanent resident of the United Kingdom and must be over 18 years old.

### Claims Limit

You may make unlimited claims up to the value of your Indemnity Limit, per policy period.

### Indemnity Limit

Our liability in any one policy period, under this section, will be limited to £500 after the deduction of any Excess, if applicable.

## Definitions

Any word defined below will have the same meaning wherever it appears in this policy.

**Accidental Loss:** Means that the Gadget has been accidentally left by You in a location and You are permanently deprived of its use.

**Administrator:** The administrator of Your policy is Policy Excess Insure Ltd trading as PEX Insure who are an Appointed Representative of Premier Insurance Consultants Ltd (FCA 307128).

**Approved Locksmith:** A locksmith on Our panel.

**Claims Handler:** Means Policy Excess Insure Ltd trading as PEX Insure.

**Duplicate Key:** A spare key for Your home or vehicle.

**Excess:** Means the first part You paid under the terms of Your policy.

**Gadget:** known as your 'Insured Key' are any keys, including your home keys and/or vehicle keys.

**Locksmith Charges:** Charges relating to work carried out by a locksmith.

**Period of Cover:** The term of Your Policy as stated in your Schedule of Insurance.

**Policy/Insurance Policy:** The contract of insurance between You and Us.

**Policy Limit:** The maximum reimbursement limit selected by You as shown in your schedule of insurance, which We will pay during the Period of Cover from one or more claims.

**Precautions:** All measures that it would be reasonable to expect a person to take in the circumstances to prevent accidental Loss, or theft of your Gadget.

**Premium:** The amount you pay for the Policy This is shown in your Schedule of Insurance.

**Proximity:** Means the nearness to You, being no greater than 5 metres in length.

**Replacement Key:** A key to replace Your Insured Key.

**Schedule of Insurance:** The document providing details of the cover You have selected.

**Security Risk:** The risk resulting from the accidental loss of an Insured Key where it is possible that someone found it and can trace it to Your home or vehicle.

**Start Date:** The date cover starts, as shown on your Schedule of Insurance.

**Terrorism:** Means any act, including but not limited to, the use of force or violence of, or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes, including the intention to influence any government to put the public or any section of the public in fear.

**Theft:** The unlawful taking of your Insured Key against your will by another party, with the intent to permanently deprive you of that property, or burglary by forcible and violent entry, or the removal of your Insured Key by forcible and violent means against your person or that of your Immediate family.

**Unattended:** Not within your sight, and out of your arms-length reach.

**United Kingdom:** Means England, Scotland, Wales, Northern Ireland and the Channel Islands.

**We/us/our:** Means Policy Excess Insure Ltd trading as PEX Insure, on behalf of Bastion Insurance Company Limited.

**You/your:** Means the person who took out this policy and is named as the Policyholder, and who is named as the Policyholder within the primary insurance policy.

## Cover

### Included

You are covered for the following risks:

- a) **Accidental Loss:** if your Insured Key is lost. We will pay for a Replacement Key.
- b) **Theft:** stolen Insured Keys. We will pay for a Replacement Key.
- c) **Worldwide Cover:** your Insured Keys are covered for up to 90 days abroad within any 12-month period. Replacement can only be dealt with within the United Kingdom.

### Not included

This policy does not include cover for the following risks:

- a) Theft or accidental loss from any motorbike or motor vehicle where You or someone acting on Your behalf is not in the vehicle,
- b) Theft or accidental loss where Your Insured Key was in the possession of someone other than You or Your immediate family at the time of the event,

- c) Theft or accidental loss where a Duplicate Key exists,
- d) Locksmith Charges and New Locks required to replace lost Insured Keys; including lock barrels, steering columns, or electrical control units,
- e) Replacement costs where the notification of the loss has not occurred within 15 days of the theft or accidental loss occurring,
- f) Replacement costs required as a result of damaged or broken Insured Keys,
- g) Replacement costs which exceed the indemnity limit.

This policy does not cover:

- a) Any claim made under this policy within the first 14 days immediately following the start date of cover;
- b) Loss, theft, damage or breakdown as a result of your Insured Keys being stored in the hold of an aircraft whilst travelling;
- c) Any fault or damage which has been caused, directly or indirectly, from a domestic supply of electricity and/or gas and/or water;
- d) If the claim was caused in any way by:
  - i. 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;
  - ii. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## Conditions

### Keeping to the terms of the Policy

We will only provide You with the cover described in the Policy and shown on Your Schedule of Insurance if:

- a) You pay the Premium on the agreed date; and
- b) When making a claim You meet all the conditions as far as they apply; and
- c) You have taken reasonable care to ensure that declarations made, information given to Us orally, electronically or in writing which form the basis of this Policy, are complete, accurate and true; and
- d) You must keep Your Insured Keys within Your possession, control and proximity at all times. Failure to do so may invalidate Your cover and may result in Your claim being denied.

### When the policy and cover ends

This Policy will end automatically at the earliest of the following events:

- a) The Period of Cover of Your Policy has completed.
- b) You don't pay for Your Policy.
- c) You or We cancel the Policy.
- d) Claim payments have been made up to the maximum value of the Policy Limit

### Excess

- a) Your Insurance Certificate will detail the Excess applicable to Your policy.
- b) Every valid subsequent claim, following Your initial claim, made within the policy limits, will attract a £50 increase on the initial Excess applicable, which is £50.

## Claims Process

### Review your cover

Read your policy documents to ensure that You are covered for the claim that You wish to make. Read any exclusions that may apply and make sure You understand them. If You wish to seek clarification on Your Policy terms, please do not hesitate to contact us at to request assistance.

You must report Your claim to the Claims Administrator as soon as reasonably practicable. We will only be able to progress Your claim once all the requested information has been received and approved by Us; and if applicable, the relevant Excess has been collected from You.

### Contact claims

Notify the claims administrator at:

Claims Department  
Policy Excess Insure Ltd

71-75 Shelton Street  
Covent Garden  
London  
WC2H 9JQ  
Email: [claims@pexinsure.com](mailto:claims@pexinsure.com)

This should be done as soon as practicable. Quote Your Policy reference number, as shown on Your Certificate of Insurance.

## Evidence the claim

The claim administrator will send you a claim form, which You must fill in and send back with all accompanying documentation requested. This will include:

- a) Details of the claim;
- b) You must report the Theft or Accidental Loss of any gadget(s) to the Police within 24 hours of discovery of loss and obtain a crime reference number in support of a Theft, and a lost property number in support of an Accidental Loss claim;
- c) You must report Your claim to Us within 15 days of the theft or accident loss occurring,
- d) In the event that your Insured Key has been lost, you must report it as lost at <https://www.reportmyloss.com/uk> within 24 hours of discovery of loss. You must provide us with a copy of the report upon request.

Please note that Your policy functions on a pay and reclaim basis. Your policy covers the costs of Replacement Insured Keys only. The amounts repaid will be at the sole discretion of the Claims Administrator.

## Conditions

### Other Insurance

If You were covered by any other insurance Policy, known as dual insurance, for the same level of protection We will split and share the cost of Your Claim with that Insurer. Where You are covered by another form of insurance You are obligated to inform Us.

### Renewals

You agree to automatically renew Your Policy with us unless You specifically notify us that You do not wish to renew Your cover. We will write to You before Your Policy expires with full details of Your premium along with the terms and conditions for the next Policy year. When We offer You further periods of insurance We reserve the right to change Your premium.

### Representation

Under the Consumer Insurance (Disclosure and Representations) Act 2012 You are required to take reasonable care and supply accurate and complete answers to all the questions when You apply for cover. You have an ongoing duty to make sure that all information supplied to us is true and accurate.

This obligation continues to apply during:

- annual renewal of Your Policy,
- when making changes to Your Policy during the period of insurance,
- when making a Claim under this Policy.

Should any of Your information change, or should You become aware that information previously provided is no longer accurate, You must tell us as soon as reasonably practicable. If You do not answer questions truthfully and accurately this may affect Your Policy cover. If You supply Us with incorrect or false information We reserve the right to declare Your Policy invalid and cancel Your cover, and provide no refund of premium. If You make a Claim, and the information provided is proven to be incorrect or false, We may refuse to pay all or part of Your Claim.

### Right of Recovery

We can take proceedings in Your name, but at our expense, to recover the amount of any payment made under this Policy.

## Complaints

### General complaints

If You wish to make a complaint about any of the following:

- sale of this insurance Policy,
- information or advice provided during the sales process,

- terms and conditions of the Policy,
- general administration of Your Policy including Claims,

Please email Policy Excess Insure Ltd T/A PEX Insure on [complaints@pexinsure.com](mailto:complaints@pexinsure.com) and We will address Your complaint within 14 days.

## Appeal

If Your complaint is still not capable of being resolved You have the right of appeal to the Financial Ombudsman Service. The Ombudsman can be contacted at:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
Telephone: 0800 0234567 or 0300 1239123  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This complaints procedure is an addition to Your statutory rights as a consumer.

If You remain dissatisfied after following the above complaints procedures in full, You may ask the following autonomous and independent body to review Your case.

Office of the Arbiter for Financial Services  
1st Floor, St. Calcedonius Square  
Floriana  
Malta  
FRN 1530  
Email: [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt)  
Telephone: +356 2124 2945 (overseas call charges apply)  
Web: [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt)

Using this complaints procedure or referral to the Financial Ombudsman Service or Malta Financial Services Authority does not affect Your legal rights.

## Legal and Regulatory Information

### Compensation Scheme

This Policy is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the Insurer is unable to meet their liabilities. If You do Claim against the scheme, You are covered for 90% of Your entire Claim. You can get more information about the scheme at [www.fscs.org.uk](http://www.fscs.org.uk).

### Law and Legal Proceedings Applicable

This Policy is governed by English law. If there is a dispute it will only be dealt with in the courts of England. This Policy is written in English and all communication between the parties must be in English.

### Privacy Policy

Please note that by registering for this Policy You have consented to Us using Your information for the purposes of administering this Policy and to Us being able to transfer Your data outside of the European Economic Area for the purposes described within this Policy.

The information which You have supplied to Us maybe used by Us to supply You with services for which You have registered. We may use that information to contact You to obtain Your views on Our services, and We may contact You to inform You about important changes to the services We offer. We may contact You by post, mobile phone, text or e-mail. We will only contact You by the means You have requested to be contacted by. If You would prefer Us not to contact You to obtain Your views please contact us at [info@pexinsure.com](mailto:info@pexinsure.com).

To prevent fraud, We may exchange information with other Insurers, and fraud prevention agencies. Your information will not be used or disclosed to any other party without Your permission unless required to by law.

## Data Protection

We will only collect and use Your personal data in the following circumstances:

- a) Policy set up and management,
- b) We may collect and use Your name, identity and contact information, and personal information associated with Your Primary Insurance Policy for the purpose of deciding whether to enter into, and when performing the agreement, between Us to provide You with Your Policy,
- c) We may use automated decision making procedures to decide on the availability of an Insurance Policy and its terms. You may express Your views and request an individual review any automated decision by contacting Us at [info@pexinsure.com](mailto:info@pexinsure.com),
- d) We may share personal data collected with the Administrator to manage the Policy. We may also share personal data collected for these purposes with third parties. The sharing of this information will be for identifying and credit checking purposes and to identify potential fraud,
- e) We will retain the personal data used to decide whether to enter into an insurance Policy for 6 years. We will retain the personal data used to manage and administer the Policy for the duration of the Policy life plus 6 years.

Any information provided to us will be processed in accordance with the provisions of the prevailing Data Protection Legislation.

## Your Personal Data Rights

We may send Your information to companies located outside the European Economic Area. If We transfer Your information to parties outside of the European Economic Area we will ensure that they apply the same levels of protection as we are required to apply to information held in the UK and to use Your information only for the purposes that we are permitted.

You have the following rights:

- a) To have access a copy of the personal data We hold about You.
- b) To ask us to correct Your personal data if it is inaccurate or incomplete.
- c) To ask Us to erase Your personal data. We will provide You with a written response to any such request, including any reasons why We do not agree to the request.
- d) To stop us processing Your personal data in certain ways, e.g. for marketing purposes. If We do not agree to erase Your data because it might be needed for a future legal Claim, We might instead agree to restrict its processing to these reasons alone.
- e) To obtain a copy of Your personal data for Your own purposes and to move, copy or transfer it from one environment to another.
- f) To object to processing for purposes of direct marketing, profiling, and research if that processing is likely to cause, or is causing, You damage or distress unless there is another legitimate reason for the processing.
- g) You can exercise the above rights by contacting: [info@pexinsure.com](mailto:info@pexinsure.com).

If You have any questions or concerns about how We handle Your personal data You should contact: [info@pexinsure.com](mailto:info@pexinsure.com). Please note that We record telephone calls for training and evidentiary purposes.