

Your KeyBack Policy Booklet



Smartdriverclub Insurance

Policy Summary

This Premier Key insurance policy is designed to provide you with a range of insurance cover, in the event that your keys are lost, stolen or damaged, following an incident as defined in the Cover section of your policy wording, summarised below.

This policy will cover you and any member of your immediate family permanently living at the same address as you up to a total of £1,500 in total in any one year.

This summary does not contain the full terms and conditions of your insurance contract, these can be found in your policy wording document and schedule. It will however, provide you with the main significant features and benefits, together with the most important exclusions and limitations that you need to be aware of.

The duration of this insurance policy is one year.

It is important that you check that your personal details relating to this insurance are kept up to date to ensure that your cover remains fully effective and in force.

How to make a claim

In the event of a claim, please contact us as soon as practicable giving us as much information as you can about what has happened to bring about the claim.

You can contact us by telephone on **0333 241 9652** or by email at **claims@motorplus.co.uk**. Alternatively, you can write to us at **Kircam House, 5 Whiffler Road, Norwich NR3 2AL**. Please always quote the reference 'KeyBack' in order for us to help you more efficiently.

How to make a complaint

We hope that you are completely happy with this policy and the service that you receive, however if you do have any reason to make a complaint, please contact Smartdriverclub Insurance in the first instance if the complaint relates to this policy.

If your complaint is in regards to any aspect of claims, please contact us at the address and telephone number noted above, but marked for the attention of the Quality Assurance Manager. It will assist us in handling your complaint quickly if you can please have your claims reference available when you contact us.

If for any reason it is not possible for us to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. The address and full contact details for them are contained in your policy document on page 15.

Significant features, benefits, exclusions and limitations

| Significant features and benefits | Significant exclusions or limitations | Policy section where you can find this |
|--|---|---|
| <p>A total benefit of £1,500 in any one year.</p> <p>Includes cover for any vehicle, home or office keys up to the policy limit if lost, stolen or damaged.</p> <p>Up to 3 days car hire if you are stranded or your car is unusable as a result of lost, stolen or damaged keys, and the cost of any subsequent onward transport.</p> | <p>Claims must be reported within 30 days of occurrence.</p> <p>Wear, tear and depreciation</p> <p>Claim costs over the annual limit of £1,500</p> <p>Keys lost or stolen for a period of less than 3 days (unless a delay would cause undue hardship or significant expense).</p> <p>A £50 limit applies in respect of keys locked in a property or vehicle or damaged or broken in a lock</p> | <p>Your Cover/General exclusions sections, pages 8/11</p> |
| <p>No excess payable</p> | | |
| <p>24 hour, 365 days a year Emergency Helpline</p> | | |
| <p>Access to a nationwide network of locksmiths</p> | | |

Your cancellation rights

If you decide that for any reason this policy does not meet your insurance needs then please return it to Smartdriverclub Insurance 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 refund your premium in full.

You may cancel this insurance policy at any time after this 14 day period, however, no refund of premium will be due.

The insurer will not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 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) Fraud
- b) Non-payment of the premium
- c) Threatening or abusive behaviour
- d) Non-compliance with policy terms and conditions

If we cancel the policy, you will be entitled to a return of premium on a pro-rata basis.

Provider and Insurer

This insurance policy has been arranged on your behalf by Motorplus Limited and is underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE. This cover is provided to you in return for payment of the premium.

Financial Services Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the event that Great Lakes Reinsurance SE cannot meet its obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

KeyBack Policy Wording

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let **us** know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care not to make a misrepresentation that may be relied upon when deciding whether or not to offer **you** insurance. **You** must take care to supply accurate and complete answers to all questions asked by **Smartdriverclub Insurance** and to make sure that all information supplied is true and correct. **You** must also inform **Smartdriverclub Insurance** of any changes to the answers **you** have given as soon as possible. Failure to do this could affect the validity of **your** policy and mean that it may not operate fully in the event of a claim. If **you** have any queries relating to what information needs to be disclosed, please contact **Smartdriverclub Insurance**.

This policy must be read together with **your** current schedule, key facts document and any endorsements or certificates. These items together form **your** contract of insurance.

Important Numbers

Claims line: **0333 241 9652** - Quote "KeyBack"

In the event of a claim, please contact **us** as soon as **you** can after the **accident** giving **us** as much information as **you** can.

Our claims line is open 24 hours a day, 365 days a year to assist you.

Customer Services: **0333 003 2263**

Open - Monday – Friday 8am – 8pm, Saturday 9am – 2pm

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Section 1: Definitions

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in **bold** throughout the policy.

Insured Key/Insured Keys

Keys to **your vehicle(s)**, permanent home or office (including security safe keys and any immobiliser, infrared handset and/or alarm which is integral to any **insured key** if it cannot be repaired or reprogrammed).

Insurer

UK General Insurance Limited, on behalf of Great Lakes Reinsurance (UK) SE In the event of a claim, UK General Insurance Limited act for Great Lakes Reinsurance (UK) SE as their agent.

Period of insurance

12 months from the date of inception of this policy.

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** or property. The decision as to whether or not **your** lost **insured keys** presents a **security risk** will be made by **us**.

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.

An act of **terrorism** includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- I. involves violence against one or more persons; or
- II. involves damage to property; or

- III. endangers life other than that of the person committing the action; or
- IV. creates a risk to health or safety of the public or a section of the public; or
- V. is designed to interfere with or to disrupt an electronic system.

This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of **terrorism**.

Vehicle

Any motor vehicle owned by **you** or for which **you** are responsible, associated with **your insured keys**.

We/our/us

Motorplus Limited.

You/Your/Insured

The person named on the policy schedule and any immediate member of their family permanently residing at the same address as the person named on the schedule during the **period of insurance** and noted in the policy schedule forming part of this contract of insurance.

Section 2: Your Cover

1. When **your insured keys** are lost, stolen or damaged within the **territorial limits**, the **insurer** will pay up to £1,500 in any one **period of insurance** in respect of:
 - i) locksmith's charges;
 - ii) new locks (if a **security risk** has arisen); and
 - iii) replacement **insured keys**
2. **Vehicle** hire for a period of up to 3 days if **your vehicle** is unusable as a result of lost or stolen **insured keys**. The **insurer** will pay up to a maximum of £40 per day for a hire **vehicle** such as a Ford Focus 1.6 or a Peugeot 307 1.6 (ABI class S4).
3. The cost of reasonably incurred onward transportation if **you** are stranded

due to the loss or theft of **your insured keys** up to a maximum of £100 per day up to a maximum of 3 days.

4. If **your insured keys** are locked in **your** property or **vehicle you** must report this to **us** and the **insurer** will arrange for a suitable contractor to attend. 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 the policy limit of £50. Alternatively **you** may instruct one of **our** approved locksmiths to attend and the **insurer** will reimburse **you** for any costs incurred up to the policy limit of £50.
5. **Insured keys** that are unusable due to being damaged or broken in the lock up to the policy limit of £50.

Additional Benefits

1. A 24 hour, 365 days a year emergency helpline.
2. Access to a nationwide network of locksmiths whilst **you** are in the Great Britain, Northern Ireland, Channel Islands or Isle of Man

Section 3: Safeguarding your keys

There are a number of ways in which **you** can take precautions to better protect **your** keys as follows:

- a) Never attach anything to **your** keys that contains **your** name, address or any details of where **your** car 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 or windows open, even by a small amount.
- 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** car when leaving it.
- e) Do not keep duplicate keys on the same key ring as **your** main keys.

- f) Burglars are increasing turning to key crime as sophisticated security measures are now fitted as standard to new cars, and have been known to break into homes and offices just to steal car keys. Never leave car keys close to the front door where they can be seen.

Section 4: General 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 **Smartdriverclub Insurance** 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.

If **you** do not own **your** property and **your** claim is in relation to the keys to **your** home, **we** may require permission from the owner, landlord or managing agent of the property to replace lost or stolen keys.

2. Cancellation

Our Right to Cancel

The **insurer** will not be bound to accept renewal of any insurance and may cancel the policy at any time by giving **you** 30 days' notice where there is a valid reason for doing so in writing to **your** last known address. The premium that **you** have paid will be refunded on a pro-rata basis for the time that the policy has been in effect. Reasons for which the **insurer** would cancel this policy include but are not limited to:

- a) Fraud
- b) Non-payment of the premium
- c) Threatening or abusive behaviour
- d) Non-compliance with policy terms and conditions

3. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises

from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 15. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and any amending or substituting legislation and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

4. **Fraudulent Claims**

If **you** make a request for payment under this policy knowing it to be fraudulent or false in any respect, or **you** ought reasonably in the circumstances to know it to be fraudulent or false, this policy will become void. The **insurer** will give **you** notice of termination, and following this termination no return of premium will be made. If a claim is tainted by fraud, **you** will forfeit the entire claim and will not be able to recover the part of the claim that genuinely would have been payable. Previous valid claims arising prior to the fraudulent act will be unaffected.

5. **Severability Clause**

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

6. **Acts of Parliament**

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

Section 5: General Exclusions

The following exclusions apply to this insurance contract:

1. **We** will pay no more than £1,500 in total in any one **period of insurance** for any and all claims.
2. 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** home or **vehicle** during the 3 day wait period or there is a **security risk** following the loss or theft of the **insured keys**.

3. **Insured keys** that are lost, stolen or damaged by someone other than **you**.
4. Any **insured keys** that are lost, damaged or stolen and not reported to **us** within 30 days of occurrence.
5. **We** will not replace locks or **insured keys** to a higher specification to those that are lost, damaged or stolen.
6. Locks which were previously damaged prior to the loss or theft of **your insured keys**.
7. 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.
8. 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.
9. Claims arising as a result of **your** failure to take reasonable steps to safeguard **insured key(s)**.
10. Any claims made without valid receipts or tickets and prior authorisation by **us**.
11. Any claims made within 48 hours of the inception of this policy unless comparable insurance was previously in place and cover continues on an uninterrupted basis.
12. Any claim over £50 for any one incident when **insured keys** are locked inside a property or broken in the lock or ignition.
13. Irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or

fusion or other comparable reaction or radioactive force or matter.

14. 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 confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
15. Any claims arising from any deliberate or criminal act or omission by **you**.
16. Loss or theft of, or damage to **insured keys** occurring outside the **period of insurance**.
17. 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.
18. 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** duplicate keys.
19. Keys which are given to **you** for safekeeping by a relative, friend, neighbour or employer.
20. Any loss of earnings or profits which **you** suffer as a result of the loss or theft of, or damage to an **insured key**.
21. Stolen **insured keys** which have not been reported to the police and a valid crime reference provided to **us**.
22. Wear, tear or general maintenance of **insured keys** or locks.
23. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or

processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Section 6: How to make a claim

In the event of a claim, please contact **us** as soon as **you** can giving **us** as much information as **you** can about what has happened to bring about the claim.

Telephone: **0333 241 9652**

Email: claims@motorplus.co.uk

Or **you** can write to **us** at:

Motorplus Claims
Kircam House,
5 Whiffler Road,
Norwich
NR3 2AL

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 "KeyBack" in all communications.

Section 7: Cancellation

If **you** decide that for any reason this policy does not meet **your** insurance needs then please return it to **Smartdriverclub Insurance** 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, **we** will refund **your** premium in full

You can cancel **your** policy at any point after the cooling off period by contacting **Smartdriverclub Insurance**, however, **you** will not be entitled to a refund of premium.

Section 8: How to make a complaint

We hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please contact **us**.

If **your** complaint relates to the sale of this policy, please contact **Smartdriverclub Insurance**.

If **your** complaint relates to a claim, please contact **us** at the address and telephone number below marked for the attention of the Quality Assurance Manager.

Motorplus
Kircam House,
5 Whiffler Road,
Norwich
NR3 2AL

Email: familylegalclaims@motorplus.co.uk

It will assist **us** in handling **your** complaint quickly if **you** can please have **your** claims reference available when **you** contact **us**.

If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 and **you** have fewer than 10 members of staff. **You** can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: **0800 023 4 567**

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

Website: www.financial-ombudsman.org.uk

Section 9: Extra information about your policy

Our regulator and insurer

This insurance is arranged by Motorplus Limited & underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

Motorplus Limited is authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority and is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE. Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

You can check this on the Financial Services Register by visiting www.fca.org.uk/register, or by telephoning **0800 111 6768**.

Data protection

Please make sure that **you** read and understand this Data Protection notice as it explains to **you** what **we** will do with the information that **you** give **us**. If **you** apply for **our** products or services it is highly likely that **we** will need both personal and sensitive data (as defined in the Data Protection Act 1998) about **you** and anyone else who is covered by the application form in order to administer the policy and any claims which may arise. **You** should show this notice to any other person covered under **your** policy. If **your** application includes other individuals **we** will assume that they have given their consent to **you** for **you** to give their information to **us**.

Protection of your personal data

The security of **your** personal information is very important to **us** and **we** are compliant with all current data protection legislation. All personal information that **you** supply to **us** either in respect of yourself or other individuals in connection with **our** products or services will be treated in confidence by **us** and will be held by **us** for the purpose of providing and administering **our** products and services (including claim handling.) This may involve the collection and processing of sensitive data and if **you** complete an application form for **our** products or services **you** will be giving **your** consent to such information being processed by **us** or **our** agents. **Your** personal and sensitive data may also be shared with the underwriter of **our** insurance products, and this may mean that the underwriter needs to provide information, in confidence, to companies acting on their instructions, including companies located outside the European Economic Area.

Inaccurate data

If **you** believe that **we** are holding inaccurate information about **you**, please contact **Smartdriverclub Insurance** if it is to do with this policy document. If any information that **we** hold about **you** in **our** file is incorrect, please contact **our** claims team by any method shown on page 14.

Telephone calls

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

Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

We can supply on request further details of the databases **we** access or contribute to.

You can request a copy of certain personal records that **we** hold about **you** by writing to **us** at Quality Assurance Team, Motorplus, Kircam House, 5 Whiffler Road, Norwich, NR3 2AL. A charge of £10 will be made for supplying a copy of these records. This information will be supplied within 40 calendar days upon request.

Renewal procedure

The term of **your** KeyBack policy is one year. The **period of insurance** will end exactly one year after inception unless **you** renew **your** policy. If **you** wish to renew this insurance please contact **Smartdriverclub Insurance** who will be able to discuss your requirements.

Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract, **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any disputes regarding the interpretation of this policy.

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.

Your Agreement with Others

This contract of insurance is personal to **you** the policyholder, and the **insured**.

We will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation.

You may not assign any of the rights under this policy without the **insurer's** express prior written consent

Financial Services Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Great Lakes Reinsurance (UK) SE cannot meet its obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

Use of language

For the purposes of this insurance contract the language used will be English.

Other formats

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