

Key ProtectPolicy Terms and Conditions

IMPORTANT INFORMATION

This is a contract of insurance between **you** and the **insurer** and is subject to the terms, conditions, claims procedure, Cover Limit and exclusions contained in this Policy, in respect of an Insured Event which occurs within the Territorial Limits and during the Period of Insurance, for which **you** have paid the premium.

We have not provided **you** with a personal recommendation as to whether this product is suitable for **your** needs so **you** must decide yourself whether it is or not. **You** have made a decision based on the information made available to **you**.

This policy meets the demands and needs of those who wish to insure against the costs of locksmith charges, new locks, replacement keys, onward transport costs, vehicle hire or accommodation costs in the event their **insured keys** are lost, stolen or accidentally damaged.

INSURER

The **Insurer** is West Bay Insurance Plc, a company registered in Gibraltar under company number 84085, whose registered office is at: 846-848 Europort, Gibraltar. The **insurer** is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting insurance business in the UK – Firm Reference Number 211787. West Bay Insurance Plc is a member of the Association of British Insurers.

ADMINISTRATOR

The **administrator** is Supercover Insurance, a trading name of Insurance Factory Limited. Insurance Factory Limited is registered in England and Wales, registration no. 02982445. Registered Office: 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB. Authorised and regulated by the Financial Conduct Authority (No. 306164). Insurance Factory Limited is part of the Markerstudy Group of Companies.

CLAIMS HANDLER

All claims under this policy are processed by Davies Managed Systems, Registered Company Number 3452116. Registered in England and Wales. A member of the Davies Group Ltd, Registered Company Number 06479822. Registered Address Suite 2/2, Second Floor, London Underwriting Centre, 3 Minster Court, Mincing Lane, London, EC3R 7DD.

REGISTRATIONS - FURTHER DETAILS

Details of the registrations for the **insurer**, the **administrator** and the Claims Handler can be found on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768 or the Prudential Regulation Authority on 020 7601 4878.

INTRODUCTION

In return for the payment of **your** premium **we** will provide insurance for **your insured key**(s) during the **period of insurance** as stated in the **schedule of insurance**, subject to the terms, conditions and limitations shown below or as amended in writing by **us** and during the **period of insurance**.

This insurance runs along with the motor, home or other insurance policy **you** arranged it with and if **that** insurance policy is cancelled or not renewed, all cover under this insurance will end. If **you** arranged **your** Key Protect policy after the start date of **your** motor, home or other insurance policy, **your** key insurance cover starts from 48 hours after the date **you** bought it and ends on the expiry date of **your** motor, home or other insurance policy.

COMMENCEMENT AND DURATION OF COVER

Cover commences 48 hours after the date on which the motor, home or other insurance policy **you** arranged **your** Key Protect policy with is effective, or 48 hours after **you** arranged **your** Key Protect policy, whichever

is later. This means **you** cannot claim for an occurrence during the first 48 hours of the policy. **Your** Key Protect policy will then run alongside the motor, home or other insurance policy **you** arranged it with. For renewals of existing policies, cover commences on the date that **your** renewed policy becomes effective.

DEFINITIONS

The following words or expressions will carry the same meaning throughout the policy and will appear with a capital letter and in bold text:

Administrator – Supercover Insurance, 2nd Floor, 5000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3EN

Commencement Date – means 48 hours after the date on which the motor, home or other insurance policy **you** arranged **your** Key Protect policy with is effective, or 48 hours after **you** arranged **your** Key Protect policy, whichever is later. If **You** are renewing an existing policy, **commencement date** means the date **your** insurance policy is accepted.

Cover Limit – the maximum amount payable in aggregate in each period of insurance, up to a maximum total value of £1,500.

Emergency – a dependent of **yours** is left unattended, unsupervised or uncared for, or there is real and imminent danger to **you** or the fabric of **your motor cycle/motor vehicle/home/property**.

Home – any **property** at which **you** live that an **insured key** unlocks to allow **you** access.

Immediate Family – your mother, father, son, daughter, spouse, or domestic partner who resides with **you** at **your home.**

Insured Event – the loss, breakage, damage or theft of any **insured key**, or any **insured key** locked inside **your home** or **motor cycle/motor vehicle** during the **period of insurance**.

Insured Key – any keys used by **you** such as **your** house keys and/or vehicle keys.

Motor Cycle – a mechanically propelled vehicle (not being an invalid carriage), with or without a sidecar, with fewer than four wheels of which the weight (unladen) does not exceed 410 kilograms.

Motor Vehicle – motorised vehicle which is owned by you or which you are authorised to drive.

Period of Insurance – 12 months from the **commencement date** of this policy; until the date on which **your** home/motor/ insurance policy expires or is cancelled; or on the date on which **you** cancel this policy; whichever is the sooner.

Property – any **property** or item including towed or static trailers that **your insured key** unlocks.

Territorial Limits – United Kingdom, Channel Islands and Isle of Man.

Waiting Period – a period of 48 hours commencing when the loss of the insured key is first reported to us.

We, Us, Our, Insurer - West Bay Insurance Plc.

You, Your – The person(s) whose name appears on the policy schedule and has been accepted for insurance.

WHAT IS COVERED

This policy provides cover up to the **cover limit** in the event that any **insured keys** are accidentally lost, stolen or accidentally damaged. If, during the **period of insurance** and within the **territorial limits**, an **insured key** is accidentally lost, accidentally damaged or stolen, **we** will pay, up to the **cover limit**, in accordance with the following table:

What is covered	We will not pay
Locksmith charges: We will pay for locksmith charges if your insured keys are lost, stolen, damaged, or locked in your motor cycle, motor vehicle, home or property and you have no access to your motor cycle, motor vehicle, home or property.	 more than £50 in respect of any insured key broken inside a lock at your home or property or the ignition of your motor cycle/motor vehicle any charges or costs incurred where Davies Group Limited arranges for the attendance of a locksmith or other tradesman, agent or representative at a particular location you do not attend. any charges where you have access to duplicate keys, unless you are in an emergency situation.
New Locks (including reprogramming of immobilisers, infrared handsets and alarms which are attached to the insured key(s) at the time of the insured event but are not integral to an insured key): We will pay for new locks If there is a security risk to your motor cycle/motor vehicle/home/property due to the loss/theft of your insured key.	 for replacement locks of a higher standard or specification than those needing to be replaced for locks which are damaged prior to the accidental loss, theft, or accidental damage of insured keys.
3. Replacement Keys: We will pay for replacement keys (including any immobiliser, infra-red handset and/or alarm which is integral to any insured key) if Your insured keys are stolen, deemed permanently lost, or broken.	 for more than 2 keys per lock per claim. for replacement keys of a higher standard or specification than those needing to be replaced.
4. Onward Transport Costs: We will pay up to £75 per day, for up to three days, for onward transportation if you have no access to your motor vehicle/motor cycle while away from your home due to lost, stolen or broken insured keys.	 more than £75 per day. onward transport costs for more than three days Onward Transport Costs if you claim under 5. Vehicle Hire
5. Vehicle Hire: We will pay up to £40 per day, for up to three days, if you are unable to use your motor cycle/motor vehicle due to the loss or theft of your insured keys.	 more than £40 per day. vehicle charges for more than three days. Vehicle Hire if you claim under 4. Onward Transport Costs
6. Accommodation Costs: We will pay Hotel or Accommodation Costs if you have no access to your home up to a maximum of £120 per insured event.	more than £120 per insured event.
7. £20 reward: We will pay a £20 reward to the finder of your lost insured keys.	

EXCLUSIONS AND LIMITATIONS WHICH APPLY TO YOUR WHOLE POLICY We shall not pay for:

- 1. any amount which exceeds the **cover limit** in total in any one **period of insurance**;
- 2. sums claimed where it is not possible to produce receipts or invoices for payments you are claiming for.
- 3. insured keys lost or broken by, or stolen from, someone other than you or a member of the your immediate family
- **4.** any costs other than the replacement of **insured keys** where **you** have access to duplicate keys unless in the event of an **emergency**

- 5. any **insured event** not reported to Davies Group Limited within 30 days of the accidental loss, theft or accidental damage
- 6. any claim for theft or loss where the incident has not been reported to the police within 48 hours of discovery and an incident report number obtained
- 7. loss or destruction of, or damage to, any property other than an **insured key** and its associated lock or ignition system, and any immobiliser, infrared handset and/or alarm attached to the **insured key**
- 8. loss or damage caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material
- 9. 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 the actions of any lawful government or public or local authority
- **10.** any loss of earnings or profits suffered by **you** as a result of the accidental loss, theft, or accidental damage to an **insured key**
- 11. claims arising from any deliberate or criminal act or omission by you
- 12. claims arising as a result of failure by you to take steps to safeguard an insured key
- 13. any loss of market value to your motor cycle, motor vehicle, home or property as a result of loss or theft of the insured key(s)
- 14. any part of any claim, other than the £20 reward payable to the finder of **your insured keys**, if during the **waiting period your insured keys** are found, unless **you** are in an **emergency** situation.

MAXIMUM NUMBER OF CLAIMS

There is no limit to the number of separate claims which **you** may make within the **period of insurance**, subject to the total aggregate sum payable in each **period of insurance** not exceeding the **cover limit**.

CANCELLATION

Your right to change your mind (withdrawal period)

You may cancel this insurance, without giving reason, by returning it to **your** agent within 14 days of it starting, or (if later) within 14 days of **you** receiving the insurance documents if you are a new customer or 14 days from the renewal date if **you** are an existing customer.

You will receive a full refund of all premium paid provided that no claim has been paid by **us** and **you** do not intend to make a claim under this insurance.

Cancellation by you after the withdrawal period

If **you** wish to cancel **your** insurance after the initial 14 day withdrawal period **you** can do so by contacting **your** agent. You will receive a refund of any premium paid for the remaining insured period, unless you have made a claim.

Cancellation by us

We may cancel **your** insurance by giving **you** 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 may include but are not limited to:

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

If **we** cancel **your** insurance **we** will refund the premium relating to the remaining period of insurance on a proportionate basis. There will be no refund of premium allowable if **we** cancel **your** policy due to fraud or if **your** premium payments are not up-to-date.

CONSUMER INSURANCE ACT

You are required to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **us** of any changes to the answers **you** have given as soon as possible.

Under the Consumer Insurance (Disclosure and Representations) Act 2012 **your** failure to take reasonable care to avoid misrepresentation in relation to the information provided (including subsequent

changes to any such information) could result in **your** policy being cancelled or **your** claim being rejected or not fully paid.

HOW TO MAKE A CLAIM

Claims should be notified to Davies Group Limited by contacting the helpline on **0203 794 9309** or by emailing keyclaims@davies-group.com as soon as possible but in any event within 30 days of discovery of the any incident likely to give rise to a claim under this insurance.

Please note that there is no excess fee to pay for any claim made under this policy.

In the event of a claim, **we** cannot guarantee to replace **your insured key** on the same day that **you** report the claim as keys may need to be ordered and may not be carried by locksmiths or dealers as standard.

If you have lost your insured key or had it stolen and you feel there is a security risk, you should replace your locks as soon as reasonably possible, however all costs will need to be paid by you. If within the waiting period of 48 hours, your insured key is not found, and no duplicate key exists, we will reimburse you for the costs incurred subject to the terms and conditions of this policy.

If a duplicate key exists, **we** will only reimburse **you** for the cost of the replacement key, unless **you** are in an **emergency** situation where a dependent of **yours** is left unattended or unsupervised, or there is imminent danger to **you** or the fabric of **your motor cycle/motor vehicle/home/property**, in which case **we** will reimburse **you** for the costs incurred subject to the terms and conditions of this policy.

If your insured key is found within the waiting period of 48 hours, we will not pay any of your costs but will pay a £20 reward to the finder of your insured keys.

Please note if **you** are claiming for theft or loss of **your insured keys**, **you** must report the incident to the police within 48 hours of discovery of the incident and obtain an incident report number.

HOW TO COMPLAIN

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the complaints procedure below.

Complaints regarding:

SALE OF THE POLICY - Please contact your agent who arranged the insurance on your behalf.

CLAIMS - Please contact the claims handler at:

Davies Group PO Box 1291 Preston PR2 0QJ

Tel: 0203 794 9300

Email: keycomplaints@davies-group.com

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

Every effort will be made to resolve **your** complaint by the end of the third working day after receipt. If they cannot resolve **your** complaint within this timeframe they will acknowledge **your** complaint within 5 days of receipt and will do their best to resolve the problem within four weeks by sending **you** a final response letter.

If they are unable to resolve **your** complaint in this time they will write to advise **you** of progress and will endeavour to resolve **your** complaint within the following four weeks.

If they are still unable to provide **you** with a final response at this stage, they will write to **you** explaining why and advise when **you** can expect a final response. At this point **you** may refer **your** complaint to The Financial Ombudsman Service at the following address:

Financial Ombudsman Service

Exchange Tower Harbour Exchange Square London E14 9SR

www.financial-ombudsman.org.uk

What you should know

You may go directly to the Financial Ombudsman Service when **you** first make **your** complaint, but the Ombudsman will only review **your** complaint at this stage with **our** consent. However, **we** are still required to follow the procedure stated above.

If you have received a final response but are dissatisfied, you have the right of referral to the Financial Ombudsman Service within six months of the date of your final response letter. You may only refer to the Ombudsman beyond this time limit if we have provided our consent.

Whilst **we** and **our** UK service providers are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure above does not affect **your** right to take legal action.

COMPENSATION SCHEME

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from this 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 0207 741 4100.

HOW WE USE YOUR INFORMATION

Introduction

We believe in keeping **your** information safe and secure. Full details of what data **we** collect and how **we** use it can be found in **our** privacy policy which **you** can access via www.supercoverinsurance.com or by requesting a copy from **our** Data Protection Officer (contact details below). This section provides **you** with some basic information and explains:

- What we do with your information
- How we may check the information you have provided to us against other sources such as databases
- · Who we share your information with, and
- How we may use your information.

We are governed by the Data Protection legislation applicable in the United Kingdom

How we may collect your information

We may collect details about you from

- Information you give to brokers
- Information you give us in online forms and other forms
- Other sources such as Google Earth and social media
- Third parties and other sources
- Telematics systems.

What information we may collect about you

We collect details including details about **your** health, personal circumstances, claims history, credit history, motoring history and other relevant details. **We** may collect information on **you** from databases such as the electoral roll and county court judgment records.

How we may share your information

In order to provide **our** services to **you**, **we** may share **your** information with other insurance companies, solicitors, regulators, business partners and suppliers. **We** may also have a legal obligation to provide **your** information, in certain circumstances, with regulators, police and other public bodies. Information **you** supply may be used for the purposes of insurance administration by **us** and third parties.

These third parties may share **your** information with their own agents.

How we may use your information

We may use **your** information for a number of purposes. These include:

- Providing you with our services
- · Dealing with your claim

- · Carrying out checks such as fraud checks and credit checks
- Providing **you** with information about **our** products and services.

We give details about some of these processes below.

Providing you with details on our Products and Services

Where **you** have given **us your** consent to do so, we will send **you** information about products and services of **ours** and other companies in **our** Group which may be of interest to **you**. **We** may contact **you** by telephone, letter or email (as **you** have indicated)

You have a right at any time to stop **us** from contacting **you** for marketing purposes or giving **your** information to other members of the Group.

If **you** no longer wish to be contacted for marketing purposes then please contact **our** Data Protection Officer (contact details below).

Fraud Prevention and Detection

We carry out fraud checks on **our** customers. **We** do this in order to prevent fraud and also to help **us** make decisions about the provision, pricing and administration of insurance.

When carrying out these checks, we will search against fraud detection databases.

We may pass details about **you** to some of these databases.

Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

Claims History

We may process data relating to **your** claims history for the purposes of assessing any claim **you** may make.

The aim is to help **us** to check information provided and also to prevent fraudulent claims. When **you** tell **us** about an incident **we** will pass information relating to it to these databases. **We** may search these databases when **you** apply for insurance, in the event of any incident or claim, or at time of renewal.

Credit Searches and Accounting

In assessing an application for insurance or policy renewal, **we** may search files made available to **us** by credit reference agencies. They keep a record of that search.

Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

Transfers

Sometimes **your** information may be transferred outside the European Economic Area by **us**, by the organisations with whom **we** share **your** information or by the servants and agents of these organisations. If **we** do this **we** will ensure that anyone to whom **we** pass it provides an adequate level of protection.

Your Rights as a Data Subject

Under Data Protection Laws **you** have certain rights; these include for example, a right to understand what data **we** hold on **you** and a right to ask **us** to amend that data if it is incorrect. If **you** would like to exercise any of **your** rights please contact **our** Data Protection Officer (contact details below).

Data Protection Officer

If **you** have any questions about how **we** use **your** data, or to exercise any of **your** data rights please contact **our** Data Protection Officer:

Address: Supercover Insurance, 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB Email: dataprotection@markerstudy.com