

# **Key Insurance**

## Your Policy Terms and Conditions

## Welcome

Thank You for choosing Us for Your insurance. This document contains the full policy terms and conditions which should be read along with the Schedule issued to You by the selling dealer or agent. We have tried to make this policy wording clear and easy to understand, using plain English wherever possible. However, if You do have any questions, please call Our Customer Services team on 03300 555 262 or email customerservices@motorwaydirect.co.uk who will be happy to help.

If You have any query regarding the sale or arrangement of this insurance, please contact the Seller through whom this insurance was provided.

## The Benefits

- This Insurance can provide up to £500 annual cover for:
  - a) Locksmiths charges;
  - b) The cost of replacement keys;
  - c) Contribution towards car hire and onward transport costs;
  - d) Re-programming of immobilisers, infra-red handsets and alarms.
- There is NO excess payable;
- There is no limit to the number of claims You may make;
- 24 hour 365 days a year Emergency Helpline;
- You can claim on this policy without affecting Your "No Claims Bonus" on Your other insurance policies.

# What happens if Your keys are lost, stolen or damaged?

If You need to make a claim under this Insurance please call Our 24 hour Emergency Helpline on 03300 555 387 and We will arrange assistance from a qualified local locksmith and if necessary help You find alternative transport.

You can rest assured that Our nationwide network of locksmiths are all approved and highly qualified.

## What will the Policy Cover

If during the Period of Insurance and within the Territorial Limits an Insured Key is lost, damaged or stolen, the Insurer will:

- Pay up to £500 in respect of locksmiths charges and replacement keys
  if the Insured Key is lost, stolen or damaged (including any immobiliser,
  infra-red handset and/or alarm which is integral to any Insured Key if such
  cannot be repaired or re-programmed);
- 2. Provide a contribution towards car hire and onward transport costs;
- 3. Provide an Emergency Helpline 24 hours a day, 365 days a year.

## The Policy Does Not Cover

- Any amount exceeding the £500 annual claim limit in any one 12 months Period of Insurance;
- Sums claimed where You cannot produce receipts or invoices for payments You have made:
- Insured Keys which are lost until 5 days have elapsed since the loss (unless We are satisfied that a delay would cause undue hardship or significant expense):
- d) Insured Keys lost or broken by, or stolen from, someone other than You;
- Insured Keys if there are duplicate keys available to You immediately or reasonably quickly;

- f) Any Insured Event not reported to Us within 30 days of the loss, theft or damage;
- Any associated costs (other than the cost of replacing the Insured Key) where duplicate keys are available.
- h) Any claim arising from theft of the Insured keys unless You have reported the theft to the police and obtained a crime reference number.
- Replacement keys of a higher standard or specification than those replaced;
- j) Sums exceeding £50 per incident in respect of any Insured Key locked inside property or broken in lock or ignition;
- The balance of vehicle hire charges over a maximum sum of £40.00 including VAT per day;
- l) Vehicle hire charges after the third day of hire;
- m) Charges or costs incurred where We have arranged for a locksmith or other tradesman, agent or representative at a particular location and You fail to attend:
- n) Charges or costs incurred where You make alternative arrangements with a third party once We have arranged for a locksmith or other tradesman, agent or representative to attend a particular location;
- Any loss of earnings or profits which You suffer as a result of the loss or theft of, or damage to an Insured Key;
- t) Claims arising from any deliberate or criminal act or omission by You;
- Loss or theft of, or damage to an Insured Key which occurs outside the Period of Insurance:
- Claims arising as a result of Your failure to take all necessary steps to safeguard an Insured Key.

## Administration of this insurance

This insurance is underwritten by AmTrust International Underwriters DAC, a company registered in Ireland under Registration No. 169384, whose Registered Office is 40 Westland Row, Dublin 2, Ireland. AmTrust International Underwriters DAC is authorised and regulated by the Central Bank of Ireland and is licenced to operate in the United Kingdom under a Freedom of Services basis as directed by the European Communities (Non-Life Insurance) Framework Regulations, 1994, under Registration No 203014.

This Insurance is administered and claims are handled on behalf of the Insurer by Motorway Direct Plc under AmTrust International Underwriters DAC agreement number 105/1/16176/13.

Motorway Direct Plc is authorised and regulated by the Financial Conduct Authority (FCA), Financial Services Register number 311741. Registered Office: Warranty House, Savile Street East, Don Valley, Sheffield S4 7UQ. Registered in England & Wales No. 03222540. Group VAT registration: 804 0501 84.

For details of authorised firms visit the FCA website on www.fca.org.uk or by contacting the FCA consumer helpline on 0800 111 6768.

Motorway Direct and the Insurer are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We cannot meet Our obligations to You. This depends on the type of business and circumstances of the claim. Insurance arranging and administration is covered for 90% of the claim with no upper limit. You can learn more about this scheme at www.fscs.org.uk or by phoning 0800 678 1100 or 0207 741 4100.

## **Definitions**

Claim Limit: £500 being the maximum amount payable in aggregate in any one 12 months Period of Insurance.

Insured Event: The loss or theft of, or damage to, any Insured Key.

Insured Key: Any key relating to the Vehicle detailed in the Schedule.

**Insurer:** AmTrust International Underwriters DAC, 40 Westland Row, Dublin 2, Ireland.

**Period of Insurance:** The period stated in the schedule.

**Policyholder/You/Your:** The person named in the Schedule and any immediate member of their family residing at the same address as the Policyholder during the Period of Insurance.

Territorial Limits: The United Kingdom.

We/Us/Our: Motorway Direct Plc and subsidiary companies.

#### **Terms & Conditions**

#### **General Conditions:**

- This Insurance is not valid until You have received the Schedule and the relevant premium has been paid.
- Unless the Insurers have agreed otherwise in writing, this Contract of Insurance will be governed by English law.
- 3. If Your Keys are lost, stolen or damaged, you must report the incident to Us as soon as possible but in any case within 30 days from the date of the Insured Event that may give rise to a claim. You must complete any forms requested and promptly supply such information reasonably required for Us to validate Your claim.
- 4. If You, or anyone acting on Your behalf or with Your knowledge or consent has used any fraudulent means, including inflating or exaggerating costs or submitting falsified documents, This Insurance shall automatically be terminated, with all benefits being forfeited and legal proceedings commenced for recovery of any damages suffered by Us. We will take necessary action to recover any previous paid claims, there will be no refund of any premium paid and this information may be shared with other insurance companies.
- This Insurance may not be assigned in whole or in part without Our written consent.

## **Cancellation**

- You may cancel This Insurance within 14 days of the Issue Date or the date on which You receive the contractual terms and conditions whichever occurs the later and obtain a full refund by contacting the Selling Dealer. If We have made a claim payment to You or on Your behalf during this time the total value of claims paid will be deducted from any refund due.
- After 14 days You may cancel This Insurance but no refund of premium is available.
- We or the Insurer may cancel This Insurance by writing to You and giving You 14 days notice. We will write to Your last known address. If We cancel This Insurance We will refund to You the unused part of Your premium, calculated pro-rata.

## Our commitment to good service

We hope You will be completely happy with This Insurance but if something does go wrong, We would like to know about it. We will do Our best to resolve the issue and make sure it doesn't happen again.

#### If You need to complain

#### Complaints about the sale of This Insurance

If You have any concerns regarding the sale of This Insurance, please contact the Seller.

#### **Complaints about This Insurance**

Please contact Our Customer Services Team either by telephone on 03300 555 262, or by e-mail to customerservices@motorwaydirect.co.uk. Alternatively write to Us at Motorway Direct, Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ.

We will acknowledge Your complaint within 5 working days. We will advise You who is dealing with it and when We expect to respond. We aim to respond fully within 8 weeks. However if We are unable to provide a final response within this period We will write to You before this time and advise why We have not been able to offer a final response and how long We expect Our investigations to take.

If You remain unhappy with Our final response, or We have not managed to provide a final response within 8 weeks of Your complaint, You may be entitled to refer Your complaint to the Financial Ombudsman Service for help and advice.

- Phone: 0800 023 4567 or 0300 123 9123
- Website: www.financial-ombudsman.org.uk
- Email: complaint.info@financial-ombudsman.org.uk
- Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Please make sure You always quote Your policy number from the Schedule.

This complaints procedure doesn't affect Your statutory rights.

#### **Data Protection**

For the purposes of the Data Protection Act 1998, the data controller in relation to the information You supply is Motorway Direct Plc, (Company No: 03222540 England), Warranty House, Savile Street East, Don Valley, Sheffield S4 7UQ.

We will share the information You provide, together with other information, only with Our Motorway Direct Plc group companies. We will use this for administration, marketing, customer services and profiling Your purchasing preferences. We will disclose Your information to the Insurer, Our service providers and agents for these purposes. We may keep Your information for a period to contact You about Our services.

We may share Your information with other organisations, who are Our business partners.

We, or They, may contact You by mail or telephone to let You know about any goods, services or promotions, which may be of interest to You. If You decide You do not wish to receive such information in these ways, please inform Us, but remember that this will prevent You from receiving Our special offers or promotions.

If You would like to receive such information by email, fax or SMS text messaging but have not told Us please contact Us.

We or the Insurer may transfer Your information outside of the European Economic Area, for example the United States of America. We or the Insurer will only do this where it is necessary for the conclusion, or performance of a contract between You and Us or the Insurer, or that We or the Insurer enter into at Your request, in Your interest, or for administrative purposes.

When You have given Us information about another person, You confirm that they have authorised You to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

You have the right to ask for a copy of Your information and to correct any inaccuracies.

We may record telephone calls for staff training and evidential purposes.

#### **Sensitive data**

If You have given Us consent to use Your sensitive personal data (e.g. if appropriate, health data for Your registration under the Motability Scheme), it will only be processed in order to provide the service requested.