



# RAC Motorbike Insurance

## Key Protection Cover

## Welcome to RAC Motorbike Insurance Key Protection Cover

This Policy has been arranged by Motorplus Limited and is underwritten by UK General Insurance Limited on behalf of: Great Lakes Reinsurance (UK) SE, registered in England No. SE000083. Registered Office: Plantation House, 30 Fenchurch Street, London, EC3M 3AJ. Motorplus Limited, and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768. Unless expressly stated nothing in this Policy will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

Contents

	Page
Important Information.....	4
Demands and Needs.....	4
Cancellation Rights.....	4
Making A Claim 24/7.....	4
Definition.....	4
This policy will cover.....	5
This policy will not cover.....	5
General Conditions .....	6
Complaints Procedure.....	7
Financial Services Compensation Scheme.....	7
Consumer Insurance ( Disclosure Representations) Act 2012.....	7
Data Protection Act 1998 .....	7

## Important Information

This is **Your** Key Protection Policy. Please spend some time reading through the Policy to ensure that it meets **Your** requirements. If there is anything **You** do not understand, please contact **Us**. **We** will be happy to assist.

This is a contract of insurance between **You** and Great Lakes Reinsurance (UK) SE. The insurance provided covers certain costs and expenses, subject to the terms, **Limit of Indemnity**, exclusions and conditions contained herein, in respect of an **Insured Event** which occurs within the **Territorial Limits** and during the **Period of Insurance** for which **You** have paid or agreed to pay the premium.

## Demands and Needs

This Policy will meet the demands and needs of customers who want to safeguard their keys from loss or damage. It will provide up to £1,500 annual cover for locksmiths' charges, new locks and keys, car hire and onward transport costs. The reprogramming of immobilisers, infra-red handsets and alarms is also covered. Motorplus Limited do not make any personal recommendations as to whether this policy will suit **Your** individual circumstances.

## Cancellation Rights

If **You** decide that for any reason that this policy does not meet **Your** insurance needs, then please return it to the insurance broker or agent who provided this policy to **You** within 14 days of issue. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full. If **You** wish to cancel **Your** policy after 14 days **You** will not be entitled to a refund.

The **Insurer** shall 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 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.
- Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

## Making a Claim 24/7

To make a claim **CALL 0333 241 9574** and quote the **fob** number. **You** must report any claim to **Us** within 30 days of the **Insured Event**.

**REMEMBER** The claims line is open 24 hours a day, 365 days a year.

## Definition

The words and phrases listed below will have the following meanings:

### We/Us/Our

MotorPlus Limited.

### You/Your

The **Policyholder** and any immediate member of their family residing at the same address as the **Policyholder** during the **Period of Insurance**.

### Fob

The numbered tag issued to the **Policyholder** by **Us** which **We** have registered in the **Policyholder's** name.

### Insured Key

Any key which is attached to a **Fob**.

### Limit of Indemnity

£1,500 being the maximum amount payable in aggregate in each **Period of Insurance**.

### Period of Insurance

This insurance runs concurrently with your Motorcycle Policy.

### Policyholder

The person in whose name **We** have registered the **Fob**.

### Territorial Limits

The United Kingdom.

### Insured Event

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

### Insurer

UK General Insurance Limited on behalf of 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. UK General Insurance Limited are an insurers' agent and in the matters of a claim act on behalf of Great Lakes Reinsurance (UK) SE.

### 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) ceases 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.

## This Policy Will Cover

1. When **your insured keys** which are attached to **your fob** are lost, stolen or damaged within the lock within the **territorial limits**, the **insurer** will pay up to £1,500 in any one **period of insurance** in respect of:
    - i) locksmiths charges;
    - ii) new locks (if a **security risk** has arisen); and
    - iii) replacement **insured keys**
  2. A £10 reward which is payable to the finder of lost **insured keys**.
  3. **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).
  4. 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.
  5. 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.
  6. **Insured keys** that are unusable due to being damaged or broken in the lock up to the policy limit of £50.
- (f) 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;
  - (g) Any **Insured Event** not reported to **Us** within 30 days of the loss, theft or damage.
  - (h) Locks which are damaged prior to the loss or theft of keys.
  - (i) Replacement locks or 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.
  - (k) Vehicle hire charges where a hire vehicle exceeds 1600cc.
  - (l) The balance of vehicle hire charges over a maximum sum of £40 per day.
  - (m) Vehicle hire charges after the third day of hire.
  - (n) Charges or costs incurred where **We** arrange for the attendance of a locksmith or other tradesman, agent or representative at a particular location and **You** fail to attend.
  - (o) 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.
  - (p) The balance of transport costs over a maximum sum of £75 per day.
  - (q) Loss or destruction of, or damage to, any property other than an **Insured Key** and its associated lock or ignition system, and any immobiliser, infra-red handset and/or alarm attached to the **Fob**.
  - (r) 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.
  - (s) 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.
  - (t) Any loss of earnings or profits which **You** suffer as a result of the loss or theft of, or damage to an **Insured Key**.
  - (u) Claims arising from any deliberate or criminal act or omission by **You**.
  - (v) Loss or theft of, or damage to an **Insured Key** which occurs outside the **Period of Insurance**.
  - (w) Claims arising as a result of **Your** failure to take steps to safeguard an **Insured Key** (for example, by

## This Policy Will Not Cover

The **Insurer** will not indemnify **You** in respect of:

- (a) Keys lost, stolen or damaged when such keys are not attached to the **Fob** (unless **You** have already notified **Us** that the **Fob** has been lost or damaged and **You** are awaiting a replacement, in which event **We** will consider a claim in respect of any key which they are satisfied would otherwise have been attached to the **Fob**).
- (b) Any amount exceeding £1500 in aggregate in the same **Period of Insurance**.
- (c) Sums claimed where **You** do not produce receipts or invoices for payments **You** have made.
- (d) **Insured Keys** which are lost until 3 days have elapsed since the loss (unless **We** are satisfied that a delay would cause undue hardship or significant expense).
- (e) **Insured Keys** lost or broken by, or stolen from, someone other than **You**.

leaving an **Insured Key** in a lock or ignition in an accessible place).

- (x) If **Your Insured Key** ceases to function correctly a diagnostic check may be requested at **Your** own cost. This is to confirm if the fault is with the **Insured Key** or the vehicle. Only faults identified as relating to the **Insured Key** would be covered under this policy.

## General Conditions

### 1. Compliance and Precautions

**You** must comply with each and every term of this Policy and must ensure that the cost of any claim is kept to a minimum.

### 2. Cancellation

If **You** decide that for any reason that this policy does not meet **Your** insurance needs, then please return it to the insurance broker or agent who provided this policy to **You** within 14 days of issue. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full. If **You** wish to cancel **Your** policy after 14 days **You** will not be entitled to a refund. The **insurer** shall 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 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.

Provided the premium has been paid in full you will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

### 3. Terminology

The terminology used in this Policy is that of England and Wales but shall, where appropriate, mean the equivalent terminology of any relevant jurisdiction within the **Territorial Limits**.

### 4. Communications

All communications from the **Insurer** or their representatives shall be deemed duly sent if sent by **Us** or **Our** representatives to the last known address of the **Policyholder**, or the address of their representatives if relevant. All communications by the **Policyholder** to the **Insurer** or their representatives shall be deemed duly sent if sent to **Us**.

### 5. Presentation of Claims by the Policyholder

The **Policyholder** must notify **Us** as soon as reasonably possible of any **Insured Event** which may give rise to a claim, complete any forms requested by **Us** and promptly supply such information as **We** or **Our** agents require.

### 6. Arbitration

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 2. 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 will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

If **We** are not able to agree on the appointment of an arbitrator, **We** shall ask the President of the Chartered Institute of Arbitrators to decide. Their decision will be final and binding on both parties.

### 7. Assignment

This Policy may not be assigned in whole or in part without the written consent of **Us**.

### 8. Excess

No excess is payable.

### 9. 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 fact that the total aggregate sum which **We** will pay in each **Period of Insurance** is £1,500.

### 10. Governing Law

Unless some other law is agreed in writing, this Policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.

### 11. Fraudulent Claims

If **You** make any request for a payment under this Policy knowing it to be fraudulent or false in any respect or ought reasonably in the circumstances to have known it to be fraudulent or false, this Policy shall become void and any premiums paid hereunder shall be forfeited and **We** shall be entitled to recover any monies previously paid.

In the event that **We** suspect that any claim is fraudulent or false or **We** suspect there is any collusion between any parties, **We** may contact and access information held by the Insurance Fraud Bureau or other fraud prevention agencies to determine if fraud has been reported before, if this has been investigated and if fraud was detected. If the Insurance Fraud Bureau confirm that **You** have been involved in insurance fraud, this Policy shall become void and any premiums paid hereunder shall be forfeited and **We** shall be entitled to recover any monies previously paid.

### 12. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in our own rights respectively;

### 13. 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;

### 14. 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.

## Complaints Procedure

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 in the first instance contact:

#### 1. Complaints regarding the sale of the policy:

Please contact **Your** agent who arranged the Insurance on **Your** behalf.

#### 2. Complaints regarding claims:

Please contact in the first instance:

##### Quality Assurance Manager

Motorplus Limited  
Kircam House  
Whiffler Road  
Norwich  
NR3 2AL

Tel: 0333 241 9580

Fax: 01603 420010

Please ensure that **Your** Policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

##### The Financial Ombudsman Service

Exchange Tower  
London  
E14 9SR

Tel: 0800 023 4567 or 0300 123 9123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## 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 business 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](http://www.fscs.org.uk).

## Consumer Insurance (Disclosure & Representations) Act 2012

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all questions and to make sure that all information supplied to **Us** is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your** Policy is invalid and that it does not operate in the event of a claim.

**You** must contact **Us** immediately in the event that there is a change to **Your** circumstances, as follows:

- **You** change **Your** address;
- **You** are convicted of a criminal offence or receive a police caution;
- **You** have insurance refused, declined, cancelled or terms applied by another insurance provider.

## Data Protection Act 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area, some of which may not have equivalent Data Protection laws.

**We** may obtain information about **You** from credit reference agencies, fraud prevention agencies and similar organisations to enable **Us** to check **Your** credit status and identity. These agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries. **We** may also check **Your** details with fraud prevention agencies. If **You** provide false or inaccurate information and **We** suspect fraud, **We** will record **Our** concerns. **We** and other organisations may use these records to help make decisions on insurance proposals and claims, prevent fraud, recover debt and check **Your** identity to prevent money laundering. Under Data Protection legislation, **You** can ask **Us** in writing for a copy of certain personal records held about **You**. A charge of £10 will be made.

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