



RAC Motorbike Insurance

Key Protection Cover

Welcome to RAC Motorbike Insurance Key Protection Cover

This Policy has been arranged by Motorplus Limited and Qdos Broker & Underwriting Services limited and is underwritten by UK General Insurance Limited on behalf of: Ageas Insurance Limited, registered in England No. 354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA. Motorplus Limited, Qdos Broker & Underwriting Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited 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 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.

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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 Ageas Insurance Limited. 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 7 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 the **Coverholder** 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:

Coverholder/We/Us/Our

MotorPlus Limited, and associated and/or subsidiary companies.

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 the **Coverholder** which the **Coverholder** has 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 the **Coverholder** has 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 Ageas Insurance Limited. UK General Insurance Limited are an insurers' agent and in the matters of a claim act on behalf of Ageas Insurance Limited.

This Policy Will Cover

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

1. Pay up to £1,500 in respect of locksmiths charges, new locks (if a security risk has arisen) and replacement keys (including any immobiliser, infra-red handset and/or alarm which is integral to any **Insured Key** if such cannot be repaired or reprogrammed), car hire and onward transport costs and the reprogramming of immobilisers, infra-red handsets and alarms which are attached to the **Fob** but are not integral to an **Insured Key**.
2. Pay a £10 reward payable to the finder of a lost **Insured Key**.
3. Provide an Emergency Helpline 24 hours a day, 365 days a year.

This Policy Will Not Cover

The **Insurer/Coverholder** 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 the **Coverholder** that the **Fob** has been lost or damaged and **You** are awaiting a replacement, in which event the **Coverholder** 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 5 days have elapsed since the loss (unless the **Coverholder** is 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**.
 - (f) **Insured Keys** if there are duplicate keys available to **You**.
 - (g) Any **Insured Event** not reported to the **Coverholder** 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 the **Coverholder** arranges 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 the **Coverholder** has 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) Loss or damage caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material.
 - (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 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 7 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 the **Coverholder** or their 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 the **Coverholder**.

5. Presentation of Claims by the Policyholder

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

6. Arbitration

If there is a dispute between the **Coverholder** and the **Policyholder**, which is not resolved by this Policy, either side may refer to the arbitration of a single arbitrator, being a solicitor or barrister agreed by the two sides. If no agreement can be reached the President of the relevant national Law Society shall name an arbitrator. The arbitrator's decision will be final and binding on both sides. The arbitration will be governed by the rules set out in the Arbitration Acts in force at the time. The costs of arbitration shall be borne by the instigating party unless deemed otherwise by the arbitrator.

7. Assignment

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

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 the **Coverholder** 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.

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

Website: www.financial-ombudsman.org.uk

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

Financial Services Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Ageas Insurance Limited 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.

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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