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CONTRACT OF INSURANCE

Introduction

Thank you for purchasing Key Protect insurance administered and managed by Legal Protection Group Limited.

Following loss, theft or accidental damage to the **insured keys** to **your** principal home or vehicle, or where the **insured keys** are locked in **your** principal home or vehicle, this insurance will pay for:

- Repairs to or replacement of keys or locks (*please note that locks will only be replaced as deemed necessary by us*)
- Retrieval of keys locked inside **your** principal home or vehicle
- Car hire or alternative transport
- Overnight accommodation

This is **your** Key Protect policy document and it provides evidence of the contract between **you** and the **insurer**.

This document forms part of **your** policy, along with any attaching schedule, endorsement and statement of fact. Together these documents will give **you** full details of **your** cover and the obligations between **you** and **us** and the **insurer**.

Please carefully read all documents and contact the person who sold **you** this insurance if **you** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **you** inform the organisation who sold **you** this insurance of any inaccuracies or changes as soon as possible as failure to do so could adversely affect the terms of this insurance, including invalidating this policy or claims being rejected or not fully paid.

Please keep all documents in a safe place in the event **you** need to refer to its terms and conditions or make a claim.

Our obligation to you

In return for **you** paying or agreeing to pay the premium, the **insurer** will pay up to the **limit of indemnity** for **suitable assistance** arising from the **insured incidents** detailed in this policy wording, subject to its terms, exclusions, conditions and any endorsements.

Provided that:

- the **insured incident** happens in the **territorial limit**;*
- the **insured incident** is reported to **us** upon discovery (and in any event within 30 days from the date **you** first knew about the **insured incident**) and within the **period of insurance**; and*
- you** agree to use an **authorised repairer** selected by **us** and agree to **our** decision on **suitable assistance**.*

Legal Protection Group Limited and Legal Claims Group Limited Head and Registered Office

Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ

Registered in England and Wales. Legal Protection Group Limited company number 10096688. Legal Claims Group Limited company number 11033103. Website: www.legalprotectiongroup.co.uk

Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Somerset Bridge Insurance Services Limited (firm reference number 477112). Somerset Bridge Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

Soter Professional Services Ltd Registered Office:

28 Eaton Avenue, Matrix Office Park, Buckshaw Village, Chorley, PR7 7NA, Company number 07767411.

Soter Professional Services Ltd (firm reference number 570538) is authorised and regulated by the Financial Conduct Authority.

This Key Protect insurance is underwritten by Alwyn Insurance Company Limited (the **insurer**). Further information concerning the **insurer** can be found in the **General information** section of this policy.

What to do if you need to make a claim

In the event **your insured keys** are lost, stolen or accidentally broken, or have been locked inside **your** principal home or vehicle, **you** should contact **our** dedicated helpline straightaway on **01603 567255**.

This helpline is open 24 hours a day, 365 days a year. All calls are recorded for training purposes. Alternatively, you can notify claims by email to: **claims@soterps.com**.

Please have ready **your** policy number or the name of the organisation who sold **you** this insurance.

Please note the following important information:

- a) Be ready to provide the full address and postcode of **your** home and location of **your** vehicle and its registration number and supply as much information as possible about what has happened which will help **us** to give the best possible advice and decide on the most appropriate form of assistance. If **we** agree to cover **your** claim, **we** will always appoint an **authorised repairer**.
- b) Under no circumstances should **you** instruct a locksmith or incur any other costs before **we** have agreed to help as the **insurer** will not pay any costs incurred without **our** agreement.
- c) The **authorised repairer** will always aim to carry out repairs within the timescales given to **you** but this may not always be possible and weather or traffic conditions or excessive demand could adversely affect these timescales. **We** will always let **you** know of any delays as soon as possible.
- d) If the cost of repairs or other forms of assistance are likely to exceed the maximum amount the **insurer** will pay for each **insured incident** (see **Meaning of words and terms – limit of indemnity**), the **authorised repairer** can continue to provide assistance, subject to **your** agreement, but **you** will be responsible for any additional costs.
- e) **We** will not provide cover for any loss, theft or accidental damage to **your insured keys** (including where **your insured keys** are locked inside **your** principal home or vehicle) where this event occurred or was known about before the start date of this insurance or within the first ten days of the start date of this insurance, or is reported to **us** more than 30 days after the date **you** first knew about the claim.
- f) If **we** are unable to cover **your** claim then, subject to the extent of work required, **we** may still be able to arrange for an **authorised repairer** to help but this will be under a separate agreement between **you** and the **authorised repairer** and all costs will be **your** responsibility.

Meaning of words and terms

The following words or phrases have the same meaning wherever they appear in this policy document:

authorised repairer	An appropriate tradesperson, appointed by us , to repair, retrieve, reconfigure or replace your insured keys with our agreement.
insured incident	An incident or event or the first in a series of incidents or events which leads to a claim under this insurance and where we have agreed to provide cover under the terms and conditions of this insurance.
insured keys	Car Keys The manufacturer's mechanical or electronic device used to access and start vehicles owned by you during the period of insurance . Home Keys The keys used to access your entrance doors at your primary dwelling as declared on your primary insurance schedule, which is solely used for domestic residential purposes.
insurer	Alwyn Insurance Company Limited.
limit of indemnity	The insurer will pay the following amounts (including VAT) per insured incident : a) for insured incident 1 – Key Repairs and Replacement a), b) and c) up to £1,500 to cover an authorised repairer's call-out charge, labour costs and, where necessary, parts and materials; b) for insured incident 1 – Key Retrieval d) up to £100 to cover an authorised repairer's call-out charge, labour costs and, where necessary, parts and materials; c) for insured incident 2 – Car Hire or Alternative Transport (i) car hire costs of up to £40 per day for up to 3 days' hire; or (ii) alternative transport costs up to £250; d) for insured incident 3 – Overnight Accommodation up to £250 towards the costs of accommodation on a room-only basis for one night. The most the insurer will pay in total for all insured incidents arising in any one period of insurance is £1,500.
period of insurance	The period of time covered by this policy as shown in your schedule and any further period(s) this insurance is renewed for.
suitable assistance	The assistance assessed by us as the most cost effective based on your circumstances at the time of the insured incident .
territorial limit	The United Kingdom of Great Britain and Northern Ireland.
we, us, our	a) Legal Protection Group Limited, who administer and manage this insurance on behalf of the insurer . b) Soter Professional Services Ltd, who administer all claims under this insurance on behalf of the insurer .
you, your	The person who has taken out this policy (being the policyholder) and their married or civil partner, provided they permanently live with the policyholder at the address specified in the schedule.

Insured incidents

Insured incident 1 – Key Repairs, Replacement and Retrieval

What you are covered for	What you are not covered for
<p>Following loss, theft or accidental damage to your insured keys, we will arrange and the insurer will pay for an authorised repairer to:</p> <ul style="list-style-type: none"> a) repair your insured keys; or b) reconfigure locks where the loss of insured keys presents a security risk; or c) replace insured keys (including any integral alarm or immobiliser fitted by the manufacturer) where reprogramming or repair is not possible; or d) retrieve your insured keys from inside your principal home or vehicle where the insured keys are locked inside your principal home or vehicle and there is no immediate access to a spare set. 	<p>Any claim for insured keys:</p> <ul style="list-style-type: none"> a) for your vehicle where: <ul style="list-style-type: none"> • replacement keys are required but the cost of this exceeds the market value of your vehicle; and/or • your vehicle is registered as off the road (SORN) or you cannot evidence a valid MOT, primary motor insurance or road tax; and/or • your vehicle is fitted with an alarm system by any party other than the vehicle manufacturer. b) for your principal home where this: <ul style="list-style-type: none"> • has remained unoccupied for the last 30 days in a row; and/or • is not occupied by anybody aged 18 or over when an authorised repairer arrives at your principal home; and/or • is let by you or is not your principal home. c) for a trailer, caravan, houseboat or park/static home; d) covered by a manufacturer's, supplier's or installer's warranty or guarantee; e) damaged as a result of a manufacturing or design defect, or maintenance, installation or repairs not carried out in accordance with the manufacturer's instructions or legal or regulatory requirements; f) replaced with a key or lock of a higher specification or standard; g) where repairs or replacement is required due to damage caused by age or natural wear and tear; h) where you have not reported the theft of insured keys to the police within 10 days of the date you should have known about the theft and have not obtained a crime reference number. i) Any claim for the reduction in the value of your vehicle where the loss of value arises, or is alleged to arise, from the replacing of insured keys.

Insured incidents (continued)

Insured incident 2 – Car Hire or Alternative Transport

What you are covered for	What you are not covered for
<p>Following a claim we have agreed to pay under insured incident 1 – Key Repairs, Replacement and Retrieval, we will arrange and the insurer will pay the cost of:</p> <ul style="list-style-type: none">a) hiring an equivalent vehicle for up to 3 days; orb) alternative transport to continue your journey; while repairs are completed by the authorised repairer.	<ul style="list-style-type: none">a) The cost of fuel or insurance for a hire vehicle.b) When alternative transport is made by train, the cost of a first-class ticket.c) Car hire or alternative transport costs not authorised by us.

Insured incident 3 – Overnight Accommodation

What you are covered for	What you are not covered for
<p>Following a claim we have agreed to pay under insured incident 1 – Key Repairs, Replacement and Retrieval, we will arrange and the insurer will pay for one night's alternative accommodation for you and your passengers on a room-only basis while repairs are completed by the authorised repairer.</p>	<ul style="list-style-type: none">a) The cost of food, drinks, telephone calls or other incidentals.b) Accommodation charges not authorised by us.

General exclusions applying to the whole policy

There is no cover for:

- 1) Claims arising outside the period of insurance, within the first 10 days or notified more than 30 days ago**

Any claim where the loss (including where **your insured keys** are locked in **your** principal home or vehicle), theft or accidental damage to **your insured keys** happened:

 - a)** before the start date, or after the expiry date, of the **period of insurance**; or
 - b)** within the first ten days of the first **period of insurance** (this does not apply where **you** have held continuous equivalent insurance with another provider which expired immediately before this insurance started); or
 - c)** more than 30 days before the date **you** reported the claim to **us**.
- 2) Costs incurred and action taken which we have not authorised**
 - a)** Any costs incurred:
 - (i)** before **we** have been notified of a claim; and/or
 - (ii)** which **we** have not authorised or for work which has not been carried out by an **authorised repairer**.
 - b)** Any action taken by **you** which **we** or the **authorised repairer** have not agreed to.
- 3) Losses not directly covered**

Any costs arising from losses which are not directly covered by this insurance including, but not limited to, loss of earnings or loss of profit if the **insured incident** results in **you** having to take time off work.
- 4) Criminal or wilful acts**

Any claim resulting from a criminal act or omission by **you** or an act which is wilfully carried out and the outcome of which is consciously intended by **you**.
- 5) Health and safety and restricted access**

Any claim which cannot be dealt with due to health and safety regulations or a risk to the safety of an **approved repairer**. This may include, but is not limited to, dangerous weather conditions or the discovery of a substance requiring specialist attention such as asbestos.
- 6) War, terrorism, radioactive contamination and pressure waves**

Any claim resulting directly or indirectly from or in connection with:

 - a)** war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power;
 - b)** ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
 - c)** the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
 - d)** pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

General conditions applying to the whole policy

You must keep to these conditions as failure to do so may lead to **us** refusing a claim or cancelling this insurance (please refer to **condition 8**).

1) Your obligations

You must:

- a) keep to the terms and conditions of this policy;
- b) take all reasonable precautions to prevent a claim from occurring under this policy and to avoid incurring any unnecessary costs;
- c) co-operate fully with **us** and the **authorised repairer** and provide honest and accurate information at all times;
- d) accept **our** or the **authorised repairer's** decision on the provision of **suitable assistance**.

2) Our rights

We can:

- a) reclaim any amounts the **insurer** has paid for a claim from **you** if it is subsequently established that the claim was not covered by this insurance;
- b) pursue another party (who is not covered by this insurance) to recover amounts paid by the **insurer** if **we** believe that party to be responsible for the claim. In these circumstances, **you** must allow **us** to take over and conduct any claim in **your** name and **you** must also provide **us** with any help and information **we** need.

3) Liability for disruption in service

We and an **authorised repairer** will make every effort to provide the claims services described in this policy but cannot be held responsible for any liability arising from a failure to provide these services in circumstances which are beyond **our** or the **authorised repairer's** reasonable control, such as severe weather conditions.

4) Parts availability

- a) Where an **authorised repairer** does not carry the spare parts needed for repairs, **we** or the **authorised repairer** will attempt to source replacement parts but cannot be held responsible for any delays in sourcing replacement parts which arise from circumstances beyond **our** or the **authorised repairer's** control.
- b) In order to respond to each claim as quickly as possible, the spare or replacement parts used by the **authorised repairer** may not be from the original manufacturer and may not be a like-for-like replacement.

5) Other insurance and apportionment of costs

If any costs covered by this insurance are also covered under an alternative insurance policy, or would have been covered if this insurance did not exist, the **insurer** will only pay their share of these costs.

6) Disputes with us

If there is a dispute between **you** and **us** over this policy, which cannot be resolved through **our** internal complaints handling process, **you** are entitled to seek a resolution through the Financial Ombudsman Service.

7) Your cancellation rights

a) Cooling-off period

You can cancel this insurance, without giving any reason, within 14 days of its start date or within 14 days of receiving **your** policy documents, whichever is later. If **you** wish to exercise this right, **you** must notify the organisation who sold **you** this insurance. **You** will be entitled to a full refund of premium paid as long as **you** have not made a claim under this insurance during the current **period of insurance**.

b) Outside the cooling-off period

You can cancel this insurance at any other time, subject to providing the person who sold **you** this insurance with 7 days' notice. As long as **you** have not made a claim under this insurance during the current **period of insurance** and subject to the terms of business between **you** and the organisation who sold **you** this insurance, **you** may be entitled to a partial refund of premium.

In the event of cancellation, the organisation who sold **you** this insurance may apply an administration charge. Please contact them for more information on any charges.

General conditions applying to the whole policy (continued)

8) Our cancellation rights

a) General

We can cancel this insurance at any time, where there is a valid reason to do so, subject to providing **you** with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to, **you** failing to co-operate with **us** or an **authorised repairer** where this failure significantly hinders **our** ability to deal with a claim or administer this insurance.

b) Fraudulent or dishonest claims

If **we** have evidence that **you** have made a fraudulent, dishonest or exaggerated claim, or have deliberately misled **us** or an **authorised repairer** when presenting relevant information in support of a claim, **we** reserve the right to cancel this insurance from the date of the alleged claim or misrepresentation and recover from **you** any costs paid in respect of that claim which the **insurer** otherwise would not have paid.

If fraudulent activity or false or inaccurate information is identified, **we** may, at **our** discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

9) Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this insurance.

10) Choice of law and Acts of Parliament

a) Unless otherwise agreed by **us** in writing, this insurance is governed by the laws applying to England and Wales.

b) Any Acts of Parliament or Statutory Instruments referred to in this insurance shall include equivalent legislation in Scotland and Northern Ireland and shall also include any subsequent amending or replacement legislation.

General information

The insurer

This insurance is underwritten by Alwyn Insurance Company Limited, P.O. Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar.

Registered in Gibraltar, number 106261. Authorised and regulated by the Gibraltar Financial Services Commission.

The Financial Services Compensation Scheme

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the scheme if the **insurer** cannot meet their obligations. This will depend on the circumstances of the claim.

Further information about the compensation scheme arrangements can be found on the FSCS website at www.fscs.org.uk

Data protection notice

In order to manage this insurance, including the provision of helpline services, claims handling, underwriting and other administrative duties, **we** may need to share personal information which has been given to **us** with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services to **us** or on **our** behalf. **We** will only request necessary information from **you** and will only use it and disclose it in the course of arranging and administering this insurance.

Any personal information **we** hold about **you** will be retained by **us** for a period of seven years after this insurance expires and in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes **we** may need to send **your** personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by **us**.

In arranging and managing this insurance and administering claims, **we** will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose **your** personal data to any other person or organisation without their consent.

You can find full details of **our** privacy policy on **our** website www.legalprotectiongroup.co.uk

More information on the Data Protection Act and the principles in place to protect personal information can be found on the Information Commissioner's Office website <https://ico.org.uk/>

You have a right to obtain information **we** hold about **you**. This is called a Subject Access Request and in order to obtain such information, please write to:

The Data Protection Officer, Legal Protection Group Limited, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ

If **you** have a concern about the way **we** have handled **your** personal data, then **you** have the right to report this to the Information Commissioner's Office:

Website: <https://ico.org.uk/concerns/>

Phone: **0303 123 1113** (lines are open Monday to Friday 9am to 5pm)

Email: casework@ico.org.uk

General information (continued)

What to do if you have a complaint

We are committed to providing **you** with excellent customer service, but **we** accept that occasionally things go wrong.

We take all complaints seriously and have a commitment across **our** business to treat all customers fairly. Where **we** have made a mistake, **we** want to put things right quickly.

If **you** are not happy with the standard of service provided by **us**, please let **us** know:

- **Email:** complaints@legalprotectiongroup.co.uk
- **Phone:** **0333 700 1040** (lines are open Monday to Friday 9am to 5pm)
- **Post:** **Customer Service Department, Legal Protection Group Limited, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ**

As soon as a complaint is received:

All complaints will be acknowledged in writing within five business days of receipt. If the complaint can be resolved within five business days, **our** letter will also outline the result of **our** investigation.

If **our** investigation is not resolved within five business days, **we** will aim to respond within four weeks of receiving the complaint.

If the complaint is about another party, such as a service provider, **we** will refer details of the complaint to that other party and confirm this course of action to **you** in writing.

After we have investigated the complaint:

We will write to **you** immediately notifying **you** of the outcome of **our** investigation. **We** will also advise that if **you** are not satisfied with the outcome, **you** may refer the matter to the Financial Ombudsman Service within the next six months*.

If we cannot resolve the complaint within 4 weeks:

We will write to **you** and inform **you** that **our** investigation is continuing, giving the reasons for the delay and a date by which **we** expect to be able to contact **you** again.

If we cannot resolve the complaint within 8 weeks:

We will inform **you** of the reasons for the further delay and advise that if **you** are not satisfied with **our** progress then **you** may refer the complaint to the Financial Ombudsman Service within the next six months*.

*If **you** do not refer **your** complaint within the six-month period, the **insurer** will not permit the Financial Ombudsman Service to consider **your** complaint and will only be able to do so in very limited circumstances such as where they believe that the delay in notifying **your** complaint was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted:

- **Email:** complaint.info@financial-ombudsman.org.uk
- **Phone:** **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones)
- **Post:** **Financial Ombudsman Service, Exchange Tower, London, E14 9SR**

You can also visit www.financial-ombudsman.org.uk and follow the guidelines on how to complain and to also check their eligibility criteria.

Important: This complaints notification procedure does not affect your right to take legal action.