

# Premier KeyBack Policy

This insurance policy has been arranged on **your** behalf by Motorplus Limited t/a Coplus and is underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. This cover is provided to **you** in return for payment of the premium.

KEYI-1500-U

# **Policy Wording**

# Who does it cover?

- The policyholder and any immediate member of their family, including named drivers for motor key cover;
- When the policyholder is company this includes current employees authorised to use the relevant vehicle or property.

#### What criteria apply?

- Territorial Limits are Great Britain, Northern Ireland, Channel Islands or Isle of Man;
- Stolen keys must be reported to the policy and a valid crime reference obtained.
- All claims must be reported within 30 days of occurrence.

#### **Important information**

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of your policy, please let **your** insurance broker know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct; and
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

This policy must be read together with **your** schedule of optional extra cover and any endorsements or certificates. These items together form **your** contract of insurance.

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# How to make a claim

In the event of a claim, please contact **us** as soon as **you** can giving **us** as much information as **you** can about what has happened to bring about the claim.

Telephone: **0333 241 9574** Email: keyclaims@coplus.co.uk

Coplus is a trading name of Motorplus Limited. Registered in England and Wales with Company No. 03092837.

Head Office: Floor 2, Norfolk Tower, 48-52 Surrey Street, Norwich NR1 3PA.

Registered Office: Speed Medical House, Eaton Avenue, Buckshaw Village, Chorley, Lancashire PR7 7NA.

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Or you can write to us at:

Coplus Floor 2 Norfolk Tower 48-52 Surrey Street Norwich NR1 3PA

Claims must be reported to **us** within 30 days of occurrence and if an **insured key** has been stolen it must be reported to the police immediately and a crime reference number obtained.

**Our** claims line is open 24 hours a day, 365 days a year to assist **you**. In order for **us** to help **you** more efficiently, please quote "KeyBack" in all communications.

# How to make a complaint

**We** hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please contact **us.** 

If your complaint relates to the sale of this policy, please contact your insurance broker.

If your complaint relates to a claim, please contact us at the address and telephone number noted above, but marked for the attention of the Quality Assurance Manager. It will assist us in handling your complaint quickly if you can please have your claims reference available when you contact us. If for any reason it is not possible for us to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This applies if you are an individual, or in a business capacity if your annual turnover is up to EUR 2,000,000 and you have fewer than 10 members of staff. You can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk Website:www.financial-ombudsman.org.uk

# Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Motorplus Limited t/a Coplus and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from

https://register.fca.org.uk/ShPo FirmDetailsPage?id=001b000003ejWCj AAM

# **Privacy Statement**

For full details of how **we** protect **your** privacy and process **your** data please read **our** Privacy Statement that can be viewed online by visiting <a href="https://www.coplus.co.uk/data-privacy-notice">https://www.coplus.co.uk/data-privacy-notice</a>

# Telephone calls

Please note that for our mutual protection telephone calls may be monitored and/or recorded.

# Fraud prevention, detection and claims history

In order to prevent and detect fraud we may at any time:

- share information about you with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

**We** and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

We can supply on request further details of the databases we access or contribute to.

You can request a copy of certain personal records that we hold about you by writing to us at:
Quality Assurance Team
Coplus
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA

This information will be supplied within 30 calendar days upon request.

#### Renewal procedure

The term of **your** KeyBack policy is one year, however, if **you** purchased cover after the original inception date cover will apply from the date of purchase until the renewal date of **your** main insurance policy.

At renewal **your** insurance broker will in good time supply **you** with a renewal invitation which will include all additional cover purchased. If they do not hear from **you** prior to the renewal date **your** policy along with all additional cover will be automatically renewed for a further 12 months. Where **you** were paying by monthly instalments, payments will continue to be collected from **your** account. If **you** pay for **your** insurance in full by credit or debit card, in most cases they will attempt to take payment using the securely held card details they have on file.

**You** will need to contact **your** insurance broker before **your** cover runs out if **you** wish to use an alternative payment method or **you** do not want to renew **your** policy for a further 12 months.

If for some reason they are unable to automatically renew **you**r policy, they will contact **you** by e-mail in good time before **your** renewal date to let **you** know what needs to be done in order to continue cover.

### Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any disputes regarding the interpretation of this policy.

# Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by the named **insured**. A person who is not a named **insured** has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

#### **Your Agreement with Others**

This contract of insurance is personal to **you** the policyholder, and the **insured. We** will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation. **You** may not assign any of the rights under this policy without the **insurer's** express prior written consent.

# **Financial Services Compensation Scheme**

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Great Lakes Insurance SE cannot meet its obligations. This depends on the type of insurance 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 or by telephoning **0800 678 1100**.

# Use of language

For the purposes of this insurance contract the language used will be English.

#### Other formats

If you require this document in any other format please do not hesitate to contact us

#### **Definitions**

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in **bold** throughout the policy.

**Home** A building owned or rented by **you** and occupied by **you** as **your** main

residence which is used solely for domestic residential purposes and is

situated within the territorial limits.

Insured Key/Keys Any vehicle, home or office keys (including security safe keys and any

immobiliser, infrared handset and/or alarm which is integral to any

**insured** key if it cannot be repaired or reprogrammed).

**Insurer** UK General Insurance Limited, who is an insurers' agent and in the matters of

a claim, act on behalf of Great Lakes Reinsurance SE.

**Period of insurance** The duration of cover runs from the start date of **your** main insurance policy for

a period of one year unless stated otherwise. Please refer to your schedule of

optional extra cover for confirmation.

Security Risk

The risk arising from the accidental loss or theft of an insured key whilst in

**your** personal custody which means it may be possible for someone who found the key to trace it to **your vehicle** or property. The decision as to whether or not **your** lost **insured keys** presents a security risk will be made

by us.

**Territorial limits** Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

**Terrorism** Any direct or indirect consequence of terrorism as defined by the

Terrorism Act 2000 and any amending or substituting legislation.

**Vehicle** Any motor **vehicle** owned by **you** or for which **you** are responsible,

associated with your insured keys.

**We/our/us** Motorplus Limited t/a Coplus.

You/Your/Insured The policyholder and any immediate member of the policyholder's

family, including named drivers of the **vehicle**. Where the policyholder is a company this includes employees of the company, employed by the company during the **period of insurance** who are authorised to use the

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relevant vehicle or property.

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# Cover

- When your insured keys are lost, stolen or damaged by accidental means 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. **Vehicle** hire for a period of up to 3 days if **your vehicle** is unusable as a result of lost **the insured keys** being lost, stolen or damaged by accidental means.. 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).
- 3. The cost of reasonably incurred onward transportation if **you** are stranded due to the **insured keys** being lost, dtolen or damaged by accidental means up to a maximum of £100 per day up to a maximum of 3 days.
- 4. If **your insured keys** are locked in **your** property or **vehicle you** must report this to **us** and **we** will arrange for a suitable contractor to attend. Upon validation of **your** claim, the **insurer** will pay costs incurred in obtaining a replacement key, or repairing or replacing any damaged lock, up to the policy limit of £50.
- 5. **Insured keys** that are unusable due to being damaged or broken in the lock up to the policy limit of £50.

# Safeguarding your keys

There are a number of ways in which **you** can take precautions to better protect **your** keys as follows:

- a) Never attach anything to **your** keys that contains **your** name, address or any details of where **your** car may frequently be parked and never leave keys unattended.
- b) Never hide keys under door mats, bins or on top of window frames as an opportunistic thief may be watching, or may guess where keys may be hidden.
- c) Never leave doors or windows open, even by a small amount.
- d) Never leave **your** keys in **your vehicle**, even for a moment, especially when **you** are visiting petrol stations, or whilst loading or unloading **your vehicle**. Always lock **your** car when leaving it.
- e) Do not keep duplicate keys on the same key ring as **your** main keys.
- f) Burglars are increasing turning to key crime as sophisticated security measures are now fitted as standard to new cars, and have been known to break into homes and offices just to steal car keys. Never leave car keys close to the front door where they can be seen.

#### **General Conditions**

The following conditions apply to all sections of this policy. **You** must comply with them where applicable in order for **your** insurance to remain in full force and effect.

# 1. Claims

**You** must notify **us** within 30 days of any event which gives or may give rise to a claim, complete any forms requested by **us** or **your** insurance broker and promptly supply all information including any receipts and invoices for payment as required.

If an **insured key** has been stolen it must be reported to the police immediately and a crime reference number obtained.

If **you** do not own **your** property and **your** claim is in relation to the keys to **your** home, **we** may require permission from the owner, landlord or managing agent of the property to replace lost or stolen keys.

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In the event of a claim, UK General Insurance Limited act for Great Lakes Insurance SE as their agent.

#### 2. Cancellation

If you decide that for any reason, this policy does not meet your insurance needs then please contact your insurance broker within 14 days from the day of purchase or the day on which you receive your policy documentation, whichever is later, this is called the 'cooling off period'. On the condition that no claims have been made or are pending, the insurer will then refund your premium in full.

**You** may cancel this insurance policy at any time after 14 days by informing your insurance broker, however no return of premium will be available. Please note, this cover will automatically terminate in the event that **your** main insurance policy that this optional extra cover was purchased with is cancelled.

The **insurer** will 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 for **us** to cancel this insurance policy include but are not limited to:

- a) Where the **insurer** reasonably suspects fraud
- b) Non-payment of the premium
- c) Threatening or abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions

we or your agent ask.

If the **insurer** cancels the policy and/or any additional cover, **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time the **insurer** has provided cover.

Where the **insurer's** investigations provide evidence of fraud or misrepresentation, the **insurer** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and the **insurer** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with the **insurer**, as well as other insurers, in the future.

# 3. Arbitration Clause

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 any amending or substituting legislation and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

# 4. Fraudulent Claims

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the

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- document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with your knowledge.

If **your** claim is in any way dishonest or exaggerated then **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

# 5. 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.

#### 6. 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.

#### **General Exclusions**

The following exclusions apply to this insurance contract:

- 1. We will pay no more than £1,500 in total in any one **period of insurance** for any and all claims.
- 2. Any **insured keys** that have been lost or stolen for a period of less than 3 days (unless **we** are satisfied that a delay 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 whether **you** can access **you**r home or **vehicle** during the 3 day wait period or there is a **security risk** following the loss or theft of the **insured keys**,

- 3. **Insured keys** that are lost, stolen or damaged by accidental means by someone other than **you**.
- Any **insured keys** that are lost, damaged by accidental means or stolen and not reported to **us** within 30 days of occurrence.
- 5. **We** will not replace locks or **insured keys** to a higher specification to those that are lost, damaged or stolen.
- 6. Locks which were previously damaged prior to the loss or theft of **your insured keys**.
- 7. Costs incurred where **we** arrange for the attendance of a locksmith or other tradesmen, agent or representative at a particular location and **you** fail to attend.
- 8. Costs incurred where **you** make alternative arrangements with a third party, after **we** have already instructed a locksmith or other tradesman to attend a particular location.
- 9. Claims arising as a result of **your** failure to take reasonable steps to safeguard **insured key(s)**.
- 10. Any claims made without valid receipts or tickets and prior authorisation by us.
- 11. Any claims made within 48 hours of the inception of this policy unless comparable insurance was previously in place and cover continues on an uninterrupted basis.
- 12. Any claim over £50 for any one incident when **insured keys** are locked inside a property or **vehicle** or broken in the lock or ignition.
- 13. Any direct or indirect consequence of:
  - Irradiation, or contamination by nuclear material; or

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- 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.
- 14. 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 confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- 15. Any claims arising from any deliberate or criminal act or omission by you.
- Loss or theft of, or damage to insured keys occurring outside the period of insurance.
- 17. If **your insured key** ceases to function correctly a diagnostic check may be requested at **your** own expense. This is to confirm if the fault is with the **insured key** or the **vehicle**. Only faults identified as relating to the **insured key** are covered under this policy.
- 18. 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.
- 19. Keys which are given to **you** for safekeeping by a relative, friend, neighbour or employer unless:
  - i. there are no duplicates available to you immediately or within a 3 hour period;
  - ii. the loss of the key means there is a **security risk**;
  - iii. the loss of the key causes undue hardship or significant expense; or
  - iv. the key is required for emergency purposes

The decision as to what constitutes undue hardship or significant expense or emergency purposes will be made by **us** and may depend upon whether other duplicate keys are available to **you**.

- 20. Any loss of earnings or profits which **you** suffer as a result of the loss or theft of, or damage to an **insured key**.
- 21. Stolen **insured keys** which have not been reported to the police and a valid crime reference provided to **us**.
- 22. Wear, tear or general maintenance of **insured keys** or locks.
- 23. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.