

Key cover insurance

Policy wording



Welcome

Thank you for buying key cover insurance with Lifesure. We're a broker with over 40 years' experience in insurance, working with partners that we know share the same values as us. It's because of this that you can be sure of the very best service from beginning to end. You're in safe hands with us.

This policy document, along with your policy schedule form your agreement with us. They also explain everything you need to know about the insurance you have, including what is and isn't covered. If anything's not clear to you, please call us and we'll be happy to talk you through it.

This agreement is based on the information that you provided when you applied for the policy. It's important that this is correct so please take a moment to check through your documents. Once you're happy, please keep them together, somewhere safe.

Hopefully, you'll never need to but if you do need to claim, you can contact our partners using the details on page 6. Although we don't handle the claim ourselves, do contact us if you're unsure of the process or you need help at any point.

Of course, if you need to contact us, please call on 01480 402 460. We are open Monday-Friday, 8am to 8pm and Saturday, 8am to 12pm.

Thanks again for choosing Lifesure.

Kind regards

Customer Service Team

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About your policy

This insurance

This is a contract of insurance between **you** and ARAG plc on behalf of the **insurer**, ARAG Legal Expenses Insurance Company Limited. The insurance provided covers for 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.

Wherever any word or words within this policy appear in **bold** they will have the meanings shown in the Making sense of your policy: definitions on page 5.

About your insurer

Underwriters

This insurance policy has been arranged by Rhino Protect Limited and is administered by ARAG plc who are authorised to administer this insurance on behalf of the **insurer** ARAG Legal Expenses Insurance Company Limited.

ARAG plc is authorised and regulated by the Financial Conduct Authority (FRN452369). Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England. Company Number 02585818.

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.

In return for the payment of **your** premium **we** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the **period of insurance**.

This document and the schedule form a legally binding contract of insurance between **you** and **us**. The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission. Unless expressly stated nothing in this policy will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

Lifasure

Lifasure was formed in 1971 and one of the principles upon which the company has been built has been to offer a consistently high level of customer care. If **you** wish to learn more about the Lifasure, please visit **our** website at lifasure.co.uk.

Making sense of your policy: definitions

Wherever certain words are used in this policy and are highlighted by being shown in **bold** print, they have the meaning as defined below;

Administrator

Rhino Protect Limited have been appointed by the **insurer** to handle claims on their behalf. Their address is Rhino Protect Limited, Windsor House, Troon Way Business Centre, Humberstone Lane, Thurmaston, Leicestershire, LE4 9HA.

Computer Virus

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.

Electronic Data

Facts, concepts and information stored to form useable data 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.

Insured Event

The loss or theft of, accidental damage to, or locked in property of, any **insured key**.

Insured key

Any vehicle or building key that belongs to **you**.

Insurer/We/Our/Us

ARAG Legal Expenses Insurance Company Limited.

Limit of indemnity

£1500 being the maximum amount payable in aggregate in each period of insurance.

Period of insurance

The policy will run concurrently with **your** primary motor or home insurance policy for a maximum of twelve (12) months. If **you** arranged this policy after the start date of **your** primary policy, cover will expire on the date of **your** primary policy, as detailed on the policy schedule.

Policyholder

The person in whose name the **administrator** has registered the policy.

Single Article Limit

The maximum amount payable for any one item arising from a claim is £300.

Territorial limits

The United Kingdom of Great Britain and Northern Ireland.

You/Your

The **policyholder** and any immediate member of their family residing at the same address as the **policyholder** during the **period of insurance**.

How to make a claim

Reporting a claim

If you need to notify a potential claim, please immediately write to our Claims Department at the following address:

Customer Services
We've Got The Key Limited
4 Norwich Business Park
Whiting Road, Norwich
NR4 6EJ

Claims may be emailed to claims@wgtk.co.uk or notified by telephone on **01480 276 396**

Note that all claims must be reported to **us** within thirty (30) days of the date of the **insured event**.

Your cover

What is insured

If, during the **period of insurance** and within the **territorial limits**, an **insured key** is lost, accidentally damaged, stolen, or locked in property the **administrator** will:

- a) pay up to the **single article limit** and for multiple keys the **limit of indemnity** in respect of locksmith's charges, new locks (if a security risk has arisen) and replacement keys (including any immobiliser, infra-red handset and/or manufacturer alarms if such cannot be repaired or re-programmed), car hire and onward transport costs;
- b) provide an emergency helpline twenty-four (24) hours a day, three hundred & sixty-five (365) days a year.

What is not insured

The **insurer** will not indemnify **you** in respect of:

1. any amount which exceeds £1,500 in aggregate in any one **period of insurance**
2. any amount incurred for a single article that exceeds the **single article limit**;
3. any amount incurred to replace **insured keys** for a vehicle if the cost of replacing the keys exceeds the market value of the vehicle;
4. sums claimed where **you** do not produce receipts or invoices for payments **you** have made;
5. **insured keys** which are lost until (three) 3 days have elapsed since the loss (unless the **administrator** is satisfied that a delay would cause undue hardship or significant expense);
6. **insured keys** lost or broken by, or stolen from, someone other than **you**;
7. **insured keys** if there are duplicate keys available to **you** immediately or reasonably quickly;
8. **insured keys** where the vehicle does not have insurance in force, a valid MOT, vehicle tax or where the vehicle has been registered as off the road (SORN);
9. any insured event not reported to the **administrator** within thirty (30) days of the loss, theft or damage;
10. locks which are damaged prior to the loss or theft of keys;
11. replacement locks or keys of a higher standard or specification than those replaced;
12. vehicle hire charges where a hire vehicle exceeds 1600cc;
13. the balance of vehicle hire charges over a maximum sum of £40 per day;
14. vehicle hire charges after the third day of hire;
15. charges or costs incurred where the **administrator** arranges for the attendance of a locksmith or other tradesman, agent or representative at a particular location and **you** fail to attend;
16. charges or costs incurred where **you** make alternative arrangements with a third party once the **administrator** has arranged for a locksmith or other tradesman, agent or representative to attend a particular location;

Your cover cont'd

What is not insured

17. the balance of transport costs over a maximum sum of £75;
18. loss or destruction of, or damage to, any property other than an **insured key** and its associated lock or ignition system, and any immobiliser, infrared handset and/or alarm
19. any loss, liability, cost or expense, or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:
 - i. irradiation or contamination by nuclear material; or
 - ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - iii. any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter
20. any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation;
21. any loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
22. any loss of earnings or profits which **you** suffer as a result of the loss or theft of, or damage to an **insured key**;
23. claims arising from any deliberate or criminal act or omission by **you**;
24. loss or theft of, or damage to an **insured key** which occurs outside the **period of insurance**;
25. claims arising as a result of **your** failure to take all reasonable steps to safeguard an **insured key**;
26. any consequence, howsoever caused, including but not limited to **Computer Virus** in **Electronic Data** being lost, destroyed, distorted, altered or otherwise corrupted.
27. Keys broken due to aging or wear and tear

General conditions

1. Compliance and precautions

You must comply with each and every term of this policy and must take all reasonable precautions to minimise the cost of any claim.

2. Cancellation

If **you** decide that for any reason, this Policy does not meet **your** insurance needs then please return it to Lifesure within (fourteen) 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

Thereafter **you** may cancel the insurance cover at any time by informing Lifesure, however, no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 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) Where **we** reasonably suspect fraud;
- b) Non-payment of premium;
- c) Threatening and 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** ask.

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

Where **our** investigations provide evidence of fraud or misrepresentation **we** 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, which may result in **your** policy being cancelled from the date **you** originally took it out and **we** 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 **us**, as well as other insurers, in the future.

3. Alteration

You must notify the **administrator** as soon as reasonably possible of any alteration in risk which materially affects this policy.

4. 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**.

5. Communications

All communications from the **insurer** or their representatives shall be deemed duly sent if sent by the **administrator** or their representatives to **your** last known address, or the address of **your** representative if relevant. All communications sent by **you** to the **insurer** or their representatives shall be deemed duly sent if sent to the **administrator**.

6. Presentation of claims

You must notify the **administrator** as soon as reasonably possible of any insured event which may give rise to a claim, complete any forms requested by the **administrator** and promptly supply such information as the **administrator** or their agents require.

General conditions cont'd

- 7. Arbitration**
- If there is a dispute between **you** and the **administrator**, 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.
- 8. Assignment**
- This policy may not be assigned in whole or in part without the written consent of the **administrator**.
- 9. Excess**
- No excess is payable.
- 10. 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 **administrator** will pay in each **period of insurance** is £1,500.
- 11. Governing law**
- The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.
- 12. Fraud / 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 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, **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.
- 13. Consumer Insurance Act**
- You** must take reasonable 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
 - 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.
- If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** as soon as possible.

How to make a complaint

It is **our** 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 follow the complaints procedure below:

Complaints regarding the sale of the policy:

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to ARAG's Customer Relations Department who will arrange to have it reviewed at the appropriate level.

ARAG can be reached in the following ways:

Tel: **0117 917 1561** (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For **our** mutual protection and training purposes, calls may be recorded).

Email: **customerrelations@arag.co.uk**

Post: **ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.**

If ARAG are not able to resolve the complaint to **your** satisfaction then **you** can refer it to the Financial Ombudsman Service (FOS). They can be contacted at:

Tel: 0800 0234 567 or 0300 123 9123

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

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at financial-ombudsman.org.uk

The FOS's decision is binding upon the **insurer**, but **you** are free to reject it without affecting **your** legal rights. **You** can read more about ARAG's complaints procedure on their website by clicking here: <https://www.arag.co.uk/contact/making-a-complaint>

Financial Services Compensation Scheme (FSCS)

The **insurer** is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the unlikely event that the **insurer** 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 get more information about compensation scheme arrangements from the FSCS by visiting fscs.org.uk

Data protection notice

This is a summary of how **we** will collect, use, share and store personal information. To view **our** full privacy statement, please see our website www.arag.co.uk.

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement. **We** may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

Using personal or sensitive information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **we** will not be able to delete personal data please refer to **our** full privacy statement.

Lifesure privacy policy

Under the GDPR and DPA 2018 individuals also have a number of rights relating to their personal information, which includes the right to access their personal data and supplementary information, which can be requested free of charge. **Your** rights are outlined in full in Lifesure's data privacy notice, which can be accessed at: Lifesure.co.uk/privacy. Should **you** need to contact Lifesure's Data Protection Officer, please email: dpo@ajg.com.

