

# Zenith Insurance plc

## Key Protect Policy Terms and Conditions

### IMPORTANT INFORMATION

This is a contract of insurance between **You** and the **Insurer** and is subject to the terms, conditions, claims procedure, **Cover Limit** and exclusions contained in this **Policy**, in respect of an **Insured Event** which occurs within the **Territorial Limits** and during the **Period of Insurance**, for which **You** have paid the premium.

This policy meets the demands and needs of those who wish to insure against expenses associated with **Locksmith Charges, New Locks, Replacement Keys, Onward Transport Costs**, vehicle hire or accommodation costs in the event their **Insured Keys** are lost, stolen or accidentally damaged.

### INSURER

The **Insurer** is Zenith Insurance Plc, a company registered in Gibraltar under company number 84085, whose registered office is at: 846-848 Europort, Gibraltar. The **Insurer** is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting insurance business in the UK – Firm Reference Number 211787. Zenith Insurance Plc is a member of the Association of British Insurers.

### ADMINISTRATOR

The administrator is **Supercover** Insurance, a trading name of Insurance Factory Limited, Insurance Factory Limited Ltd is registered in England and Wales, registration no. 02982445. Registered Office: 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB. Authorised and regulated by the Financial Conduct Authority (No. 306164). This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register).

All **Supercover** claims are processed by Direct Group Limited. Certain subsidiaries of Direct Group Limited are authorised and regulated by the Financial Conduct Authority. Registered office: Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL. Financial Services Register number: 307332. Company number: 2461657. Registered in England & Wales.

### REGISTRATIONS – FURTHER DETAILS

Details of the registrations for the **Insurer, Supercover**, the Arranger and Direct Group Limited can be found on the Financial Services Register by visiting the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768 or the Prudential Regulation Authority on 020 7601 4878.

### FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

The Financial Services Compensation Scheme covers this **Policy**. **You** may be entitled to compensation from this scheme if **We** cannot meet **Our** liabilities under this **Policy**. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 0207 741 4100.

### APPLICABLE LAW

**You** and the **Insurer** are free to choose the law applicable to this contract, but in the absence of agreement to the contrary the law of England and Wales will apply.

### ASSIGNMENT

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

## COMPLAINTS

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 follow the complaints procedure below.

Complaints regarding:

**SALE OF THE POLICY** - Please contact **Your** agent who arranged the insurance on **Your** behalf.

**CLAIMS** - Please contact:

Direct Group Limited  
PO Box 1291  
Preston  
PR2 0QJ  
Tel: 0203 794 9309  
Email: [customer.relations@directgroup.co.uk](mailto:customer.relations@directgroup.co.uk)

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

Every effort will be made to resolve **Your** complaint by the end of the third working day after receipt. If they cannot resolve **Your** complaint within this timeframe they will acknowledge **Your** complaint within 5 days of receipt and will do their best to resolve the problem within four weeks by sending **You** a final response letter.

If they are unable to resolve **Your** complaint in this time they will write to advise **You** of progress and will endeavour to resolve **Your** complaint within the following four weeks.

If they are still unable to provide **You** with a final response at this stage, they will write to **You** explaining why and advise when **You** can expect a final response. At this point **You** may refer **Your** complaint to The Financial Ombudsman Service at the following address:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### What You Should Know

**You** may go directly to the Financial Ombudsman Service when **You** first make **Your** complaint, but the Ombudsman will only review **Your** complaint at this stage with **Our** consent. However, **We** are still required to follow the procedure stated above.

If **You** have received a final response but are dissatisfied, **You** have the right of referral to the Financial Ombudsman Service within six months of the date of **Your** final response letter. **You** may only refer to the Ombudsman beyond this time limit if **We** have provided **Our** consent.

Whilst **We** and **Our** UK service providers are bound by the decision of the Financial Ombudsman Service, **You** are not. Following the complaints procedure above does not affect **Your** right to take legal action.

## DEFINITIONS

The following words will have the meanings shown here next to them and wherever they appear throughout this **Policy**; they have been printed in bold with a capital letter to help **You** identify them.

**Cover Limit:** The maximum amount payable in total within each **Period of Insurance**, as shown in your **Policy Schedule**.

**Duplicate Key:** A spare key for **Your** home or vehicle.

**Emergency Situation:** A dependent is left unattended, unsupervised or uncared for, or there is a real or imminent danger to **You**, or the fabric of **Your** vehicle, home or **Property**.

**Immediate Family Member:** Husband, wife, civil partner, live-in partner, child, step-child, adult child or adult step-child.

**Insured Event:** The loss, theft or accidental damage of an **Insured Key**, or an **Insured Key** locked inside **Your** home or vehicle during the **Period of Insurance**.

**Insured Key:** House keys, vehicle keys and personal **Property** keys that belong to **You**, apart from those given to **You** by others, such as a friend, neighbour or relative.

**Insurer/We/Us/Our:** Zenith Insurance Plc, 846-848 Europort, Gibraltar.

**Locksmith Charges:** Charges relating to work carried out by a locksmith.

**New Locks:** **New Locks** fitted or reconfiguration of the existing locks to enable a new key to replace an **Insured Key**.

**Onward transport costs:** Transport costs for getting **You/Your** vehicle to **Your** original destination or **Your** home, up to a maximum of £75.

**Period of Insurance:** The period shown in **Your Policy Schedule** for which **You** have paid the premium.

**Policy:** The terms and conditions of this **Policy**.

**Policyholder:** The person named on the **Policy Schedule**.

**Policy Schedule:** The document headed **Policy Schedule** giving details of the **Policyholder**, **Cover Limit** and **Period of Insurance**.

**Property:** Any **Property** or item that belongs to the **Policyholder** and that **Your Insured Key** unlocks.

**Replacement Key:** A key to replace an **Insured Key** and includes any reprogramming of infrared handsets, immobilisers and alarms necessitated by such replacement of the **Insured Key**.

**Supercover:** Supercover Insurance, a trading name of Insurance Factory Limited. Insurance Factory Limited Ltd is registered in England and Wales, registration no. 02982445. Registered Office: 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB.

**Territorial Limits:** United Kingdom and the European Union.

**You/Your:** The **Policyholder** and any **Immediate Family Member** permanently living at the same address as the **Policyholder** during the **Period of Insurance**.

### WHAT IS COVERED

If, during the **Period of Insurance** and within the **Territorial Limits**, an **Insured Key** is lost, accidentally damaged or stolen, the **Insurer** will pay up to the **Cover Limit**, in accordance with the following table:

What is covered	The Insurer will not pay
<p>1. <b>Locksmith charges:</b>  <b>We</b> will pay for <b>Locksmith Charges</b> if an <b>Insured Key</b> is lost, stolen, accidentally damaged, or locked in <b>Your</b> home or vehicle and <b>You</b> are unable to access to <b>Your</b> home, vehicle or <b>Property</b>.</p>	<ul style="list-style-type: none"> <li>• more than £50 in respect of an <b>Insured Key</b> that has been accidentally damaged or broken in a lock or ignition.</li> <li>• any charges or costs incurred where Direct Group Limited arranges for the attendance of a locksmith or other tradesman, at a particular location and <b>You</b> do not attend.</li> <li>• any charges to gain entry to <b>Your</b> home or vehicle where <b>You</b> have access to a <b>Duplicate Key</b>, unless <b>You</b> are in an <b>Emergency Situation</b>.</li> </ul>
<p>2. <b>New Locks</b> (including reprogramming of immobilisers, infrared handsets and alarms.)  <b>We</b> will pay for <b>New Locks</b> if there is a <b>Security Risk</b> to <b>Your</b> home, vehicle or <b>Property</b> due to the loss/theft of an <b>Insured Key</b>.</p>	<ul style="list-style-type: none"> <li>• for replacement locks of a higher standard or specification than those needing to be replaced</li> <li>• for locks which are damaged prior to the loss, theft, or accidental damage of an <b>Insured Key</b>.</li> </ul>
<p>3. <b>Replacement Keys:</b>  <b>We</b> will pay for a <b>Replacement Key</b> (including any immobiliser, infra-red handset and/or alarm which is integral to any <b>Insured Key</b>) if an <b>Insured Key</b> is lost, stolen, or accidentally damaged.</p>	<ul style="list-style-type: none"> <li>• for more than 2 keys per lock, per claim.</li> <li>• for <b>Replacement Keys</b> of a higher standard or specification than those needing to be replaced.</li> <li>• more than £50 in respect of an <b>Insured Key</b> that has been accidentally damaged or broken in a lock or ignition.</li> </ul>
<p>4. <b>Onward Transport Costs:</b>  <b>We</b> will pay up to £75 per claim for <b>Onward transport Costs</b> if <b>You</b> have no access to <b>Your</b> vehicle and you are away from <b>Your</b> home due to lost, stolen or broken <b>Insured Keys</b>.</p>	<ul style="list-style-type: none"> <li>• more than £75 per claim.</li> </ul>
<p>5. <b>Vehicle Hire:</b>  <b>We</b> will pay up to £40 per day, for up to three days, if <b>You</b> are unable to use <b>Your</b> vehicle due to the loss or theft of an <b>Insured Key</b>.</p>	<ul style="list-style-type: none"> <li>• more than £40 per day.</li> <li>• vehicle hire charges after day 3 of hire.</li> </ul>
<p>6. <b>Accommodation Costs:</b>  <b>We</b> will pay hotel or accommodation costs if <b>You</b> have no access to <b>Your</b> home up to a maximum of £120 per claim due to the loss or theft of an <b>Insured Key</b>.</p>	<ul style="list-style-type: none"> <li>• more than £120 per claim.</li> </ul>

## EXCLUSIONS AND LIMITATIONS WHICH APPLY TO YOUR WHOLE POLICY

The **Insurer** shall be under no liability for:

- a) Any amount that exceeds the **Cover Limit** within a **Period of Insurance**.
- b) Sums claimed exceeding the amounts detailed in the section above.
- c) Any **Insured Event** not reported to Direct Group Limited within 30 days of **You** discovering that the **Insured Event** has taken place.
- d) Sums claimed where **You** do not submit, within 120 days of an **Insured Event**, valid receipts or invoices to Direct Group Limited for payments **You** have made.
- e) Any claim arising from theft of **Your Insured Key(s)** unless **You** have reported the theft to the police and obtained a crime reference number.
- f) Sums claimed for more than 2 **Replacement Keys** per lock.
- g) **Insured keys** lost or stolen from someone other than **You**
- h) Any associated costs (other than the cost of replacing the **Insured Key**) where **Duplicate Keys** are available.
- i) Charges or costs incurred where **You** make alternative arrangements with a third party once **Supercover** has arranged for a locksmith or other tradesman, agent or representative to attend a particular location.
- j) Loss of any belongings other than an **Insured Key** and its associated lock or ignition system, infra-red handsets, immobilisers and alarms attached to an **Insured Key**.
- k) Loss caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material.
- l) Loss 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.
- m) Any loss of earnings or profits which **You** suffer as a result of the loss or theft of an **Insured Key**.
- n) Claims arising from any deliberate or criminal act or omission by **You**.
- o) Loss or theft of an **Insured Key** which occurs outside the **Period of Insurance**.
- p) Claims arising as a result of **Your** failure to take all necessary steps to safeguard an **Insured Key**.

## CLAIMS PROCEDURE AND CONDITIONS

### Making a Claim

- **You** must report any claim to Direct Group Limited as soon as possible and within 30 days of the **Insured Event**.
- To make a claim call **0203 794 9309** and quote the **Policy** number found on **Your Policy Schedule** as soon as possible but in any event within 30 days of discovery of any incident likely to give rise to a claim under the insurance.
- **You** are responsible for any costs of supplying all the relevant information or documents required in preparing any claim under this **Policy**.
- When **You** make a claim evidence of occupancy of **Your** home or ownership of **Your** vehicle or **Property** to which the **Insured Key(s)** relate may be required.
- **You** must submit valid invoices/receipts in respect of expenditure authorised by **Us** to Direct Group Limited within 120 days of the **Insured Event**.

### Theft

If an **Insured Key** has been stolen it must be reported to the police immediately and a crime reference number obtained. **We** cannot deal with **Your** claim for stolen keys until **You** have reported the theft to the police and confirmed the crime reference number to Direct Group Limited.

### **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 total aggregate sum payable in each **Period of Insurance** not exceeding the **Cover Limit**.

### **FRAUD**

If any claim is in any respect fraudulent, or if any fraudulent means are used to obtain benefit by **You** or anybody acting on **Your** behalf, including exaggeration of the claim or submission of forged or falsified documents, **You** will not be entitled to any benefit under this **Policy** and criminal proceedings may follow.

### **CLAIMS SETTLEMENT**

If **Your** claim is handled on a 'Pay and Claim' basis or if **You** use a locksmith or dealer of **Your** choice **You** will have to pay the costs upfront and Direct Group Limited will reimburse **You** on receipt of valid receipts/invoices.

Please note that there is no excess fee to pay for any claim made under this **Policy**.

**We** cannot guarantee to replace **Your** keys on the same day that **You** report the claim as keys may need to be ordered and may not be carried by locksmiths or dealers as standard.

If a **Duplicate Key** exists, **We** will only reimburse **You** for the cost of the **Replacement Key**, unless **You** are in an **Emergency Situation** where a dependent is left unattended, unsupervised or uncared for, or there is a real or imminent danger to **You**, or the fabric of **Your** vehicle, home or **Property**. In which case **Supercover** will reimburse **You** for the costs incurred subject to the terms and conditions of this **Policy**.

### **Supporting Documents**

When **You** make a claim in respect of vehicle keys, **You** must send a copy of the V5 (or relevant registered keeper document issued by the DVLA) or if **You** have not been given the V5, a contract or lease agreement containing the registration number of **Your** vehicle.

When **You** make a claim in respect of other keys, **We** may, at its discretion, ask for supporting documents, such as evidence of address in the case of house keys.

### **CANCELLATION BY THE POLICYHOLDER**

The **Policyholder** may cancel this **Policy** at any time, without giving a reason, by returning it to the agent it was bought from. If the **Policyholder** cancels within 14 days of either receiving the **Policy** documentation or from the start date of the **Policy** (whichever is later) then any premium already paid will be returned (providing that no claims have been made on the **Policy**). If the **Policyholder** cancels outside this period there is no entitlement to a refund of premium.

### **CANCELLATION BY THE INSURER**

Where there is a valid reason for doing so the **Insurer** and/or **Supercover** may cancel the insurance by giving the **Policyholder** seven days' notice in writing sent to the last known address of the **Policyholder**. Valid reasons for cancellation may include but are not limited to:

- Where **You** have given incorrect information and fail to provide clarification when requested.
- Where **You** breach any of the terms and conditions which apply to **Your policy**.
- Where **We** reasonably suspect fraud\*.
- Use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers, by **You** or any person acting on **Your** behalf.

\*If **You** make a fraudulent claim, the **Insurer** may treat the insurance as having been terminated with effect from the time of the fraudulent act. If the **Insurer** treats the insurance as terminated, it may refuse all liability in respect of an **Insured Event** occurring after the fraudulent act and not return any premium paid.

## **HOW WE HANDLE YOUR DATA**

For a full description of how **We** use **Your** personal information please read **Our** Privacy Policy which has been provided to **You** with this **Policy**.

## **HOW WE USE YOUR INFORMATION**

### **Introduction**

We believe in keeping your information safe and secure. Full details of what data we collect and how we use it can be found in our privacy policy which you can access via [www.supercoverinsurance.com](http://www.supercoverinsurance.com) or by requesting a copy from our Data Protection Officer (contact details below). This section provides you with some basic information and explains:

- What we do with your information
- How we may check the information you have provided to us against other sources such as databases
- Who we share your information with, and
- How we may use your information.

We are governed by the Data Protection legislation applicable in the United Kingdom

### **How we may collect your information**

We may collect details about you from

- Information you give to brokers
- Information you give us in online forms and other forms
- Other sources such as Google Earth and social media
- Third parties and other sources
- Telematics systems.

### **What information we may collect about you**

We collect details including details about your health, personal circumstances, claims history, credit history, motoring history and other relevant details. We may collect information on you from databases such as the electoral roll and county court judgment records.

### **How we may share your information**

In order to provide our services to you, we may share your information with other insurance companies, solicitors, regulators, business partners and suppliers. We may also have a legal obligation to provide your information, in certain circumstances, with regulators, police and other public bodies.

Information you supply may be used for the purposes of insurance administration by us and third parties. These third parties may share your information with their own agents.

### **How we may use your information**

We may use your information for a number of purposes. These include:

- Providing you with our services
- Dealing with your claim
- Carrying out checks such as fraud checks and credit checks
- Providing you with information about our products and services.

We give details about some of these processes below.

## **Providing you with details on our Products and Services**

Where you have given us your consent to do so, we will send you information about products and services of ours and other companies in our Group which may be of interest to you. We may contact you by telephone, letter or email (as you have indicated)

You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other members of the Group.

If you no longer wish to be contacted for marketing purposes then please contact our Data Protection Officer (contact details below).

### **Fraud Prevention and Detection**

We carry out fraud checks on our customers. We do this in order to prevent fraud and also to help us make decisions about the provision, pricing and administration of insurance.

When carrying out these checks, we will search against fraud detection databases.

We may pass details about you to some of these databases.

Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

### **Claims History**

We may process data relating to your claims history for the purposes of assessing any claim you may make.

The aim is to help us to check information provided and also to prevent fraudulent claims.

When you tell us about an incident we will pass information relating to it to these databases.

We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal.

### **Credit Searches and Accounting**

In assessing an application for insurance or policy renewal, we may search files made available to us by credit reference agencies. They keep a record of that search.

Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

### **Transfers**

Sometimes your information may be transferred outside the European Economic Area by us, by the organisations with whom we share your information or by the servants and agents of these organisations. If we do this we will ensure that anyone to whom we pass it provides an adequate level of protection.

### **Your Rights as a Data Subject**

Under Data Protection Laws you have certain rights; these include for example, a right to understand what data we hold on you and a right to ask us to amend that data if it is incorrect.

If you would like to exercise any of your rights please contact our Data Protection Officer (contact details below).

### **Data Protection Officer**

If you have any questions about how we use your data, or to exercise any of your data rights please contact our Data Protection Officer at

Data Protection Officer  
Supercover Insurance  
45 Westerham Road  
Bessels Green  
Sevenoaks  
Kent  
TN13 2QB