

# Home & Motor Vehicle Key Insurance

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## Welcome

Thank you for choosing United Legal to provide your Home & Motor Vehicle Key insurance policy, which is underwritten by Financial & Legal Insurance Company Limited. As a United Legal customer, you now have Home & Motor Vehicle Key insurance to protect you in relation to the benefits set out in this policy.

This policy meets the needs of customers who wish to insure against expenses associated with the loss, theft or breakage of an insured key, including locksmith charges, replacement keys, new locks, onward transport costs, vehicle hire and accommodation costs. This insurance cover is detailed within this policy document. A summary of the cover provided by this policy is shown in your Insurance Product Information Document (IPID) document.

You are entitled to cancel your policy with a full premium refund within 14 days of it starting, provided that there have been no claims. Please see the cancellation condition for full details.

Please read your policy document carefully and keep it in a safe place.

## Our agreement

This insurance is a contract between **us** and **you**.

**We** will, subject to the terms of this **policy**, provide **you** with the insurance set out in the **policy** in respect of claims occurring to **us** during the **period of insurance** shown in the **certificate of insurance** and for any subsequent period for which **we** may accept a renewal premium.

**You** must ensure that all the information **you** have given to **us** is accurate to the best of **your** knowledge. **We** will be entitled to refuse to accept a claim where **you** do not take reasonable care not to make a misrepresentation.

The **policy**, **certificate of insurance** and any endorsements must be read together as one document. If **you** would like these documents in another format please let **us** know.

Signed on our behalf



Nick Garner, Chief Executive Officer  
Financial & Legal Insurance Company Limited

## The meaning of words in this policy

Throughout this document, there are certain words and phrases which have a specific meaning. These apply wherever they appear in **bold** type and are explained below.

- Appointed Representative:** means an independent contractor appointed by **our Claim Administrator**.
- Certificate of insurance:** means the document issued to you which details your name and home address.
- Claim Administrator:** means the company appointed by us to administer claims under this **policy**.
- Claim Limit:** means the maximum amount payable under the individual sections of **your policy** in any one **period of insurance** and the maximum limit per individual claim as stated in this **policy**.
- Electronic Control Unit:** means the embedded system within automotive electronics that controls one or more of the electrical systems or sub-systems in **your vehicle** and pertaining directly to the locking mechanisms and security features of Your Vehicle
- Home:** means the building owned or rented by **You** and occupied by **You** as **Your** main residence in the **Territorial Limits** and which is used solely for domestic residential purposes.
- Immediate Family Member:** means the wife, civil partner, live-in partner, son, daughter, step-son, step-daughter, foster children, parents or grand-parents who are permanently living at the same address as the **policyholder** during the **period of insurance**.
- Insured Event:** means the loss, theft or breakage of an **insured key** or an **insured key** locked inside **your home** or **vehicle**, during the **period of insurance**.
- Insurer:** means Financial & Legal Insurance Company Limited

<b>Insured Key:</b>	means any keys for <b>your home</b> or <b>vehicle</b> which must also be registered at the address shown in <b>your certificate of insurance</b> .
<b>Period of Insurance:</b>	means a 12 calendar months from the date of inception as detailed on the <b>certificate of insurance</b> .
<b>Policy:</b>	means this Home & Motor Vehicle Key Insurance policy.
<b>Policyholder/You/Your:</b>	means the person(s) shown in the <b>certificate of insurance</b> attached to this <b>policy</b> .
<b>Security Risk:</b>	means the risk resulting from the loss or theft of an <b>insured key</b> where it is possible for someone who found the key to trace it to <b>your home</b> or <b>vehicle</b> .
<b>Territorial Limits:</b>	means the United Kingdom (England, Wales, Scotland and Northern Ireland).
<b>Vehicle:</b>	means any motor vehicle owned, hired or leased by <b>you</b> in the <b>territorial limits</b> for which <b>you</b> are responsible and which is associated with <b>your insured key(s)</b> .
<b>We/Us/Our:</b>	means Financial & Legal Insurance Company Limited.

## Consumer information (disclosure and representations) Act 2012

**You** are required by the provisions of the above to take care to:

- Supply accurate and complete answers to all questions **we** or **your** insurance broker may ask as part of **your** application for cover under the **policy**;
- To make sure that all information supplied as part of **your** application for cover is true and correct; and
- 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** purchase, renew or make any changes to **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 a claim in full.

## How we handle claims

Please find instructions on how to report a claim, how **we** will progress and what is expected of **you** throughout.

If **you** need to report a claim **you** can do so by contacting our **claims administrator**:

- Call on: **0161 3939906**
- Write to: **Financial & Legal Insurance Company Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.**

If there is a claim, which is covered by the **policy we** will then require you to submit relevant documentation to us.

**We** may appoint an **Appointed representative** to act on **our** behalf as the **claim administrator**.

## How to make a complaint

**Our** aim is to provide a first-class standard of service at all times.

If **you** feel that **you** have been let down and **you** wish to raise a complaint about the sale of this **policy**, please contact **your** insurance broker.

If **you** feel that **we** have let **you** down and **you** wish to raise a complaint, please contact **us** on **0161 3939916** or in writing to **The Compliance Department, Financial & Legal Insurance Company Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW**. Please quote the reference number on **your certificate of insurance** on all correspondence.

**Our** staff will attempt to resolve **your** complaint within 3 business days of receipt and a summary resolution communication letter will be sent to you. Where this is not possible, **we** will acknowledge **your** complaint promptly. If the complaint is not resolved within 4 weeks of receipt, **we** will write to **you** and let **you** know what further action **we** will take. A final response letter will be issued within 8 weeks of receipt.

If, upon receipt of **our** letter in response to **your** complaint **you** remain dissatisfied, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at: Exchange Tower, London, E14 9SR. Telephone: 0800 023 4567 or E:Mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The use of these facilities does not affect **your** right to take legal action.

## What is insured

This **policy** provides insurance in relation to the insured incidents set out and there are other important sections which elaborate on the cover, namely what is not insured, conditions and how **we** handle claims.

### Insured incidents

The specific areas of cover provided by this **policy** are noted, below.

#### 1. Lost or Stolen Keys

What's covered	What's not covered
<p>If an <b>insured key</b> is lost, stolen, or locked inside <b>your home</b> or <b>vehicle</b> during the <b>period of insurance</b> we will pay up to a maximum of £1,500 in total in any one <b>period of insurance</b> to cover:</p> <ul style="list-style-type: none"> <li>a) Locksmith charges.</li> <li>b) Replacement keys including reprogramming of immobilisers, remote handsets and alarms.</li> <li>c) New locks if a <b>security risk</b> has arisen or replacement locks are needed for the new key to function.</li> <li>d) Vehicle hire charges up to a maximum of £40 per day, for up to 3 days, if <b>your vehicle</b> is unusable as a result of lost or stolen keys.</li> <li>e) Onward transport costs up to a maximum of £80 per claim if <b>your vehicle</b> is unusable as a result of lost or stolen keys or to retrieve a spare set of keys or to recover <b>your vehicle</b> to a garage or car dealership if it is not possible for a locksmith to assist on site.</li> </ul>	<p><b>We</b> will not pay for any claim:</p> <ul style="list-style-type: none"> <li>a. arising from the theft of <b>your insured key(s)</b> unless <b>You</b> have reported the theft to the police and obtained a crime reference number.</li> <li>b. <b>Insured keys</b> lost by or stolen from someone other than <b>You</b> or an <b>immediate family member</b>.</li> <li>c. Any associated costs other than the cost of replacing the <b>insured key</b> where a spare key is available.</li> <li>d. Costs arising from a defect in a <b>your vehicle electronic control unit</b>.</li> <li>e. Loss of any belongings other than an <b>insured key</b> and its associated lock or ignition system, remote handsets, immobilisers and alarms attached to an <b>insured key</b>.</li> <li>f. Any expenditure incurred without prior authorisation from <b>us</b> or the <b>claims administrator</b>.</li> <li>g. Replacement locks or keys of a higher standard or specification than those being replaced.</li> <li>h. Any amounts for replacement keys exceeding a maximum of 2 keys.</li> </ul>

## 2. Broken Key

What's covered	What's not covered
<p>If an <b>insured key</b> is broken during the <b>period of insurance</b> we will pay up to a maximum of £200 per claim for replacement locks or keys and up to a maximum of £400 in total in any one <b>period of insurance</b>.</p>	<p><b>We</b> will not pay for:</p> <ul style="list-style-type: none"> <li>a. Replacement locks or keys of a higher standard or specification than those being replaced</li> <li>b. Costs arising from a defect in <b>your vehicle electronic control unit</b></li> <li>c. Any expenditure incurred without prior authorisation from <b>us</b></li> <li>d. Any amounts for replacement keys exceeding a maximum of 2 keys.</li> </ul>

## What is not insured

These are general exclusions which apply to the whole **policy** where **we** are not able to provide insurance cover. Please read these carefully as these are circumstances where **you** will not be covered.

1. Any claim or incident which may lead to a claim and which **you** knew about or ought reasonably to have known about before the start of this **policy**.
2. Any claims not reported to **us** within 30 days of discovering that an **insured event** has taken place, if the delay in reporting the claim affects **our** ability to assess the claim, or to limit or reduce the amount of loss.
3. Sums claimed where **you** do not submit valid receipts or invoices to **us** within 120 days of reporting the **insured event** to **us**, if the delay affects **our** ability to assess the claim, or to limit or reduce the amount of loss.
4. Charges or costs incurred where **we** arrange for the attendance of a locksmith and **you** fail to attend.
5. Any loss of earnings or loss of profits which **you** suffer as a result of the loss, theft or breakage of an **insured key**.
6. Claims arising from any deliberate or criminal act or omission by **you**.
7. Claims arising as a result of **your** failure to take all necessary steps to safeguard an **insured key**.
8. Any loss of market value to **your vehicle** as a result of an **insured event**.
9. Any costs, which can be recovered by **you** under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s). **We** will only pay **our** share of any claim.
10. Any claim which occurs outside the **territorial limits**.
11. Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation,

requisition, terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000, or damage to property by or under the authority of any government, public or local authority.

12. Any claim, which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event.
  - a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
  - c. Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
13. Any claim:
  - a. involving actual or alleged dishonesty or violence by **you**;
  - b. or statement which is overstated, false or fraudulent;
  - c. for loss or damage caused by or arising from your intentional act of wilful neglect; or
  - d. if you fail to comply with **our** 'How we handle claims' provisions

**We** will have the right to refuse to pay a claim or to cancel this insurance from the date of the act.

## Conditions

These are requirements which need to be continually met to ensure your cover is valid. Please follow these guidelines carefully.

### 1. Observance of terms

Anyone making a claim under this **policy** must have **your** permission and observe the terms under this **policy**.

### 2. Third Party Rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person in relation to the Contracts (Right of Third Parties) Act 1999.

### 3. Recoveries

**We** reserve the right, at **our** own expense, to take over proceedings in **your** name to recover any payment made under this **policy**. If **you** recover costs previously paid under this **policy** those costs must be immediately repaid to **us**.

### 3. Governing Law

This **policy** is subject to the law applicable to **your** place of residence in the United Kingdom, the Isle of Man or the Channel Islands.

## 6. Assignment

This insurance is between and binding upon **us** and **you** and their respective successors in title, but this insurance may not otherwise be assigned by **you** to anyone else without **our** prior written consent.

## Cancellation

**You** may cancel this **policy** within 14 days of its inception without any premium charge provided that there have been no claims. After that **you** may cancel the **policy** at any time however no refund of premium will be available. If **you** cancel the **policy** **you** must contact **your** insurance broker.

**We** may cancel this **policy** at any time provided that **we** give **you** 7 days' notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include but are not limited to fraud or dishonesty.

Where **we** cancel this **policy** no refund of premium will be available. If **we** cancel the **policy** **we** will write to **you** at **your** address shown in **our** records.

## How you and insurers are protected

Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If they are unable to meet their obligations under this **policy** **you** may be entitled to compensation from the Compensation Scheme.

## How we use your personal information

**We** are Financial & Legal Insurance Company Limited, referred to as "we/us/our" in this notice. **Our** data controller registration number issued by the Information Commissioner's Officer is **Z561011X**.

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a **policy**. **We** refer to these individuals as "you/your" in this notice.

**We** are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

### Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance **policy** and meet **our** contractual requirements under the **policy**.

**You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

### What information do we collect about you?

Where **you** have purchased an insurance **policy** through one of **our** brokers, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance **policy**. For specific types of insurance policies, for example when offering **you** a travel insurance **policy**, **we** may process some special categories of **your** personal data, such as information about **your** health.

**We** have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance **policy** with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

### Financial & Legal Insurance Company Limited's full privacy notice

This notice explains the most important aspects of how **we** use **your** data. **You** can get more information about this by viewing **our** full privacy notice online at <http://financialandlegal.co.uk> or request a copy by emailing us at [info@financial&legal.co.uk](mailto:info@financial&legal.co.uk). Alternatively, **you** can write to **us** at: Data Protection, Financial & Legal Insurance Company Limited, Cheadle Royal Business Park, No 1 Lakeside, Cheadle, SK8 3GW.

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