



Key Protect

Welcome to MotorCycle Direct

Thank you for purchasing a policy with us. This booklet contains information about your MotorCycle Direct Key Protect policy, how to claim and also how you can contact us. Make sure you keep this safe if you have received this by post. If you have received this electronically save this booklet to a safe and secure location.

This policy is designed to provide you with up to £1,500 (including VAT) of cover in the event of a key emergency, such as loss, theft or damage to keys.

At MotorCycle Direct we go that extra mile for bikers and we are confident that you will be happy with the level of service we provide.

Our aim is to continue to provide you with quality motorcycle insurance for years to come.

A handwritten signature in black ink, appearing to read 'Andy Powell', written over a thin horizontal line.

Andy Powell
Managing Director MotorCycle Direct

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How to make a claim

To make a claim on **your** MotorCycle Direct Key Protect Policy, please call Soter Professional Services Limited on **0333 015 2932** (opening hours are 24 hours a day, 365 days a year), quoting scheme number: FLIBTE539.

If **you** need to make a claim please check **your** policy to ensure **you** have a valid claim. Please then follow the 4 steps below.

1. **You** will be asked to explain what has happened and **our** call handlers will advise **you** whether or not **your** claim is covered. In the event of theft please contact the police and obtain a crime reference number. If **you** lose or have **your keys** stolen in Europe (see '**territorial limits**' definition), please contact the **Emergency Helpline +44 1603 537 252**. **We** will register a claim for **you** and advise **you** of the reimbursement procedure. Please note that in the event of theft, a crime reference number will need to be obtained from the police.
2. **We** will validate **your** claim and where applicable (only in the **United Kingdom**) **we** will arrange for a locksmith to attend.
3. All valid claims where **we** were not able to arrange for one of **our** approved locksmiths to attend or for **onwards transportation** or claims that have occurred in Europe (see '**territorial limits**' definition) will be dealt with on a **pay and claim basis**.
4. Where **you** have had to make a claim on a pay and claim basis, you will need to contact Soter Professional Services Limited, to arrange reimbursement of your costs on 0333 015 2932. On receipt of your supporting documentation Soter Professional Services Limited will validate your claim and process accordingly.

Claims conditions

1. All lost, stolen or damaged **keys** must be reported to Soter Professional Services Ltd on **0333 015 2932** as soon as possible. Should **we** be dealing with this claim on a **pay and claim basis**, please submit a claim form along with all receipts and supporting documentation to **us** at **your** earliest convenience.
2. All stolen **keys** must be reported to the police and a crime reference number obtained.
3. **You** must retain all receipts and tickets for any outlay including public transport or taxis.
4. Should **you** have any complaint regarding repairs or replacements that **you** arrange, this will be for **you** to resolve. **We** will not enter into any dispute between **yourself** and any tradesman that **you** arrange.
5. If **our** appointed locksmith is unable to assist with the **emergency**, for example specialist work is needed, **we** will choose the most appropriate option of how to deal with **your emergency**. This may include settling **your** claim on a **pay and claim basis**.

Your MotorCycle Direct Key Protect policy

This policy booklet combined with **your confirmation of cover letter** confirms policy cover. In return for payment of the premium **we** agree to insure **you** in accordance with these terms and conditions contained in this booklet. Please note that once **you** have paid **your** premium to MotorCycle Direct **we** treat it as having been received by **us**.

Please contact **us** if **you** would like a copy of these terms and conditions in another format such as in large print, braille or audio file.

Important

Please keep this policy booklet, together with **your confirmation of cover letter**, in a safe place so **you** can read it again if **you** need to. **You** can only take out this insurance if **you** have bought a **vehicle insurance policy** with MotorCycle Direct. If **your vehicle insurance policy** is cancelled for any reason this policy will also be cancelled.

Please check that the information contained in this policy meets **your** requirements. If it does not, please contact MotorCycle Direct who arranged this insurance for **you**.

Your insurer

This policy is underwritten by **Financial & Legal Insurance Company Limited**. Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202915.

Your policy will be managed by Legal Protection Group Limited t/as LPG, Head and Registered Office, 8 Pinkers Court, Briarland Office Park, Gloucester Road, Rudgeway, Bristol BS35 3QH. Registered in England and Wales. Legal Protection Group Limited company number 10096688. Website: www.legalprotectiongroup.co.uk

Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Riviera Insurance Services Limited (firm reference number 786116). Riviera Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

What is covered

What we will cover	What we will not cover
<p>Events</p> <p>During the period of cover and within the territorial limits this policy will provide cover in the event of:</p> <ul style="list-style-type: none"> • Loss, damage or theft of your keys; or • Damage to your locks which prevents access to your home, office or vehicle. <p>Benefits</p> <p>This policy will pay the following benefits if one of the above events occurs:</p> <ul style="list-style-type: none"> • Up to the total policy limit for the cost of obtaining replacement keys/locks (including the reprogramming of immobilisers and alarms) and/or locksmith charges where no duplicate key is available; • Up to £75 per day (including VAT), for up to a maximum of 3 days, for the cost of a hire vehicle or onwards transportation where your vehicle key is not able to be replaced on the same day. This will be settled on a pay and claim basis; <p>You can make an unlimited number of claims during the period of cover but a maximum of £1,500 (including VAT) is payable under this policy. This is the total policy limit.</p>	<p>We will not provide cover:</p> <ul style="list-style-type: none"> • For any costs covered under this policy which you have incurred where you are unable to provide a valid receipt/paid invoice for your replacement keys/locksmith services; • For any costs within one period of cover over the total policy limit; • For any claim for theft of keys where you have not reported this to the police; • For any duplicate or additional keys, other than those that come with the lock; • For any charges or costs you incur as a result of your failure to turn up to an appointment you have arranged for replacement or repair of your key; • If the key was in the possession of anyone other than the policyholder or a policyholder's immediate family member at the time of the incident; • If damage to the key was caused by wear and tear or a lack of general maintenance; • If the incident was caused by your reckless, deliberate or criminal act or omission; • For any replacement which would leave you with a key of a higher standard or specification than that replaced (unless the original standard was obsolete); • For any telephone costs, loss of earnings or profits which arise as a result of the loss, theft or damage of your key; • For any key which is not lost because it is in the possession of a policyholder's immediate family member; • For any claim for loss or damage caused by any act of war, invasion or revolution; • If doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

General conditions

The following conditions apply to **your** policy:

- **Data Protection: Legal Protection Group Limited:**

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 **your** consent.

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

More information on the Data Protection Legislation 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, 8 Pinkers Court, Briarland Office Park, Gloucester Road, Rudge Way, Bristol BS35 3QH

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

Data protection notice: Financial & Legal Insurance Company Limited:

We act as the Data Controller. How **we** use and look after the personal information is set out below.

Information may be used by **us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **us** to process **your** personal information to enable the performance of the insurance contract, to administer **your** policy of insurance and/or handle any insurance claim **you** may submit to **us** under this policy. The processing of **your** personal data may also be necessary to comply with any legal obligation **we** may have and to protect **your** interest during the course of any claim.

What we process and share:

The personal data **you** have provided, **we** have collected from you, or **we** have received from third parties may include **your**:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to **your** computer or other internet connected device including **your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which **you** have provided in support of **your** insurance claim.

We may receive information about you from the following sources:

- **Your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (in regards to incidents) and solicitors, Appointed Representatives directly from **you**.

We will not pass **your** information to any third parties except to enable us to process your claim, prevent fraud and comply with legal and regulatory requirements. In which case **we** may need to share **your** information with the following third parties within the EU:

- Solicitors or other Appointed Representatives.
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies. Fraud and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on **our**, or **your** behalf.
- **We** will not use **your** information for marketing further products or services to **you** or pass **your** information on to any other organisation or person for sales and marketing purposes without **your** consent.

Data Retention:

We will hold **your** details for up to seven years after the expiry of **your** policy, complaint and/or claims settlement.

Your rights:

Your personal data is protected by legal rights, which include **your** rights to:

- Object to **our** processing of **your** personal data.
- Request that **your** personal data is erased or corrected.
- Request access to **your** personal data and data portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can request to see what data we hold on **you**, there is no charge for this service.

If **you** have any questions about **our** privacy policy or the information we hold about **you** please contact us.

- **Transferring your interest in the policy**
You cannot transfer **your** interest in the policy to anyone else.
- **Consumer Insurance Act 2012**
This requires **you** to be truthful and take care to give accurate and complete answers to any questions MotorCycle Direct ask **you** when **you** purchase the policy, if **you** wish to make any changes to it during the **period of cover**, or if **you** make a claim. If **you** do not do so it may mean that **your** policy becomes invalid.
Note that if a claim under this policy is known by **you** to be false in any way, the claim will not be paid and **your** policy will be made void with no refund of premium. **We** may also inform other Insurers and the appropriate law enforcement authorities.

Cancelling your policy

If **you** decide to cancel **your** MotorCycle Direct Key Protect policy, **you** must contact MotorCycle Direct by:

- Telephone on 0344 800 0966;
- Writing to MotorCycle Direct at: Europa House, Midland Way, Thornbury BS35 2JX.

Your right to cancel in the cooling off period

If this is within the first 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later ('cooling off period'), **you** will be entitled to a full refund of the premium as long as **you** have not made a claim and do not intend to make a claim on the policy.

Your right to cancel after the cooling off period

After the first 14 days no refund of premium will be payable.

Insurer's right to cancel

This policy runs concurrently with **your vehicle insurance policy**. If **your vehicle insurance policy** is cancelled for any reason this policy will also be cancelled by **us**.

The **insurer** may cancel this insurance at any time by providing 14 days' written notice to **you** at **your** last known address. In such event, **we** will refund the premium paid for the remaining **period of cover**, unless **you** have made any claims.

We may cancel **your** policy, but only if there is a valid reason for doing so. Valid reasons include, but are not limited to:

- Fraud;
- Threatening and abusive behaviour against **our** or the **administrator's** staff;
- Repeatedly or seriously breaking the terms of this policy;
- Non-payment of premium.

Where **we** have cancelled **your** policy for the above reasons, no refund of premium will be made.

Law applicable

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your home** is situated.

Customer service & complaints

This complaints procedure does not affect **your** legal rights.

Questions or complaints about the sale of your policy

If **you** have a question or concern about, or **you** wish to make a complaint about, how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please in the first instance contact MotorCycle Direct by:

- Telephone on 0344 800 0966;
- Writing to MotorCycle Direct at: Europa House, Midland Way, Thornbury BS35 2JX.

Questions or complaints about your policy:

If **your** complaint is about the administration of this insurance, please let the **policy manager** 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, 8 Pinkers Court, Briarland Office Park, Gloucester Road, Rudgeyway, Bristol BS35 3QH

As soon as a complaint is received:

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

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

If the complaint is about another party, such as a law firm who is acting for **you**, **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.

Questions or complaints about the handling of your claim:

If **your** complaint is about the handling of **your** claim:

- Post: Soter Professional Services Ltd, Discovery House, 4 Whiting Road, Norwich NR4 6EJ
- Email: info@soterps.com
- Phone: **0333 015 2932**

If **you** remain dissatisfied after **your** complaint has been considered, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service, by:

- Email at complaint.info@financial-ombudsman.org.uk;
- Telephone on 0800 0234 567 from a landline or 0300 1239 123 from a mobile;
- Writing to: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR;
- Web: www.financial-ombudsman.org.uk.

Further details will be provided at the appropriate stage of the complaints process. None of the above affects **your** statutory rights.

Financial Services Compensation Scheme

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS). If it cannot meet its obligations **you** may be entitled to compensation under the scheme. **You** can get more information at www.fscs.org.uk.

Definitions

Certain words throughout this booklet are defined words and are shown in **bold**. These are listed and defined below.

Claims Administrator

Soter Professional Services Ltd, Discovery House, 4 Whiting Road, Norwich, Norfolk, NR4 6EJ. Soter Professional Services Ltd is authorised and regulated by the Financial Conduct Authority, firm registration number 570538.

Confirmation of cover letter

The document which forms part of the vehicle insurance contract alongside which **you** have bought this policy and provides confirmation of **your** name, **home** address and details of the **insured vehicle**.

Emergency

Loss, theft or damage to a **key** rendering **you** unable to access **your home** and/or **your office** or **vehicle**.

Home

Your main and permanent place of residence in the **United Kingdom**, comprising a private dwelling (for example: house, bungalow, maisonette or flat) used for domestic purposes only. This includes any garage, outbuildings, sheds and gates within the boundary of **your** property.

Immediate family member

Husband, wife, civil partner, live-in partner, parent, child, adult child or adult step-child residing at **your home**.

Insured vehicle

A vehicle which **you** are insured to ride under the **vehicle insurance policy**.

Insurer/We/Us/Our

Financial & Legal Insurance Company Limited No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW. Registered in England and Wales under company number 03034220

Key

Any of the keys which grant **you** access to **your home**, **office** or **your vehicle**, including electronic, remote and proximity keys.

Lock

Any lock that provides access to **your home**, **office** or **vehicle**.

Office

Your home or private work office including any safe.

Onward transportation

For long journeys of 15 miles and over, the mode of transport should be a bus or train unless **you** are physically unable to use public transport. For short journeys of up to 15 miles, a taxi is acceptable.

Pay and claim basis

Where assistance is not provided by **our** approved locksmith, **you** will be responsible for arranging and paying all costs (for example, the cost of repairing or replacing **your keys**) that **you** wish to claim for under this policy. **We** will reimburse those costs provided the loss is covered under the policy. **We** will ask **you** to submit **your** claim together with supporting documentation to **us** so that **we** can evaluate **your** claim and make the appropriate reimbursement. The reimbursement will not exceed the **total policy limit** of £1,500 (including VAT) or £75 per day (including VAT), for up to a maximum of 3 days for hire vehicles.

All claims made outside the **United Kingdom** but within the **territorial limits** will be made on a pay and claims basis.

Period of cover

Cover under this policy will run alongside **your vehicle insurance policy** for a maximum of 12 months. If **you** arranged this policy after the start date of **your vehicle insurance policy** cover will be provided from the date **you** bought it and will end on the expiry date of **your vehicle insurance policy**s detailed on **your confirmation of cover letter**.

Policyholder

The person named as the policy holder under this policy.

Policy Manager

Legal Protection Group Limited Head and Registered Office, 8 Pinkers Court, Briarland Office Park, Gloucester Road, Rudge Way, Bristol BS35 3QH Registered in England and Wales. Legal Protection Group Limited company number 10096688.

Territorial limits

This policy covers you within the United Kingdom and if travelling abroad in any European country which is a:

- member of the European Union; or
- satisfies the requirements of the European Union.

Total policy limit

The maximum amount (£1,500 including VAT) that **we** will pay towards **your** claims in the **period of cover**. If the value of the total claims that **you** make during the **period of cover** exceeds this limit, then these additional costs will be at **your** expense.

United Kingdom/UK

England, Scotland, Wales, Northern Ireland, Channel Islands and the Isle of Man.

Vehicle

Your private motor vehicle, light commercial vehicles (up to a weight of 3500kg), business vehicle, motorcycle, motor home or mobility scooter.

Vehicle insurance policy

The Motorcycle Direct insurance policy that has been issued to **you** for the **insured vehicle**.

You/Your/Yourself

The **policyholder** and any **immediate family member** of the **policyholder's** family permanently living at the same address as the **policyholder** during the **period of cover**.