

Key Protection Policy

This insurance policy has been arranged by Qdos Broker & Underwriting Services Limited, is administered by Boomerang-Tag Limited and is underwritten by UK Underwriting Limited on behalf of:

Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Qdos Broker & Underwriting Services Limited, Boomerang-Tag Limited, UK Underwriting Limited and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

In return for the premium *You* have paid, *We* agree to insure *You* in accordance with the terms and conditions of this policy.

Important Information

This is a contract of insurance between *You* and Ageas Insurance Limited. The insurance provided covers 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.

Making a Claim

To make a claim CALL **0871 230 1213** quote the fob number.

You must report any claim to the *Coverholder* within 30 days of the *Insured Event*.

Complaints Procedure

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 in the first instance contact the Chief Executive Officer of Boomerang-Tag Limited at the following:

Boomerang-Tag Limited Kircam House Whiffler Road NORWICH NR3 2AL

Tel: 01603 420000 Fax: 01603 420010

In the event *You* remain dissatisfied and wish to make a complaint *You* can do so by contacting the following:

Head of Claims UK Underwriting Limited 2 Gibraltar House Bowcliffe Road Leeds LS10 1HB

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

If it is not possible to reach an agreement, *You* have the right to make an appeal to the Financial Ombudsman Service. This also applies if *You* are insured in a business capacity as a *Micro-Enterprise*, or a charity with an annual income of less than £1million, or are a trustee of a trust with a net asset value of less than £1million.

You may contact the Financial Ombudsman Service (FOS) at:

Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London E14 9SR Tel: 0845 080 1800
Fax: 0207 964 1001

Please note *You* have six months from the date of the insurer's final response in which to refer *Your* complaint to the FOS. Referral to the FOS will not affect *Your* right to take legal action.

Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the Claim. For claims against insurers, the first £2,000 of an insurance claim is covered in full, plus 90% of the balance. As from 1st January 2010, this will change to 90% of the claim, with no upper limit. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim, without any upper limit. *You* can get more information about compensation scheme arrangements from the FSCS at www.fscs.org.uk/consumer/keyfacts

In consideration of *The Policyholder* having paid the premium, *The Underwriters* agree to indemnify *You* subject to the terms, *Limit of Indemnity*, exclusions and conditions herein against costs and expenses incurred as a result of an *Insured Event* which occurs within the *Territorial Limits* and during the *Period of Insurance* provided that *You* take all reasonable steps to safeguard any *Insured Key*.

Definitions

Coverholder

MotorPlus Ltd, Boomerang-Tag Ltd and associated and/or subsidiary companies.

You/Your

The *Policyholder* and any immediate member of their family residing at the same address as the *Policyholder* during the *Period of Insurance*.

Enterprise

Any person engaged in an economic activity, irrespective of legal form and including, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity.

Fob

The numbered tag issued to the *Policyholder* by the *Coverholder* which the *Coverholder* has registered in the *Policyholder's* name.

Insured Key

Any key which is attached to the *Fob*.

Limit of Indemnity

£1,500 being the maximum amount payable in aggregate in each *Period of Insurance*.

Micro-Enterprise

An *Enterprise* which employs fewer than 10 persons; and has a turnover or annual balance sheet that does not exceed €2 million.

Period of Insurance

12 months from the date of inception of this Policy.

Policyholder

The person in whose name the *Coverholder* has registered the *Fob*.

Territorial Limits

The United Kingdom.

Insured Event

The loss or theft of, or damage to, any *Insured Key*.

The Underwriters

UK Underwriting Limited on behalf of Ageas Insurance Limited. UK Underwriting Limited are an insurers' agent and in the matters of a claim act on behalf of the insurer.

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

The *Policyholder* may cancel this Policy at any time. If the *Policyholder* cancels within 14 days of either the inception or renewal date or the date they receive the contractual terms and conditions (whichever is later) then the *Coverholder* will return any premium already paid (providing that no claims have been made). If the *Policyholder* cancels outside this period they will not be entitled to any refund of premium. The *Underwriters/Coverholders* may cancel the insurance by giving the *Policyholder* 30 days notice in writing sent to the *Policyholder's* last known address.

3. Alteration

The *Coverholders* or the *Policyholder* shall notify the *Underwriters* 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 *Underwriters* or their representatives shall be deemed duly sent if sent by the *Coverholders* or their representatives to the last known address of the *Policyholder*, or the address of their representative if relevant. All communications by the *Policyholder* to the *Underwriters* or their representatives shall be deemed duly sent if sent to the *Coverholders*.

6. Presentation of Claims by the *Insured*

The *Policyholder* must notify the *Coverholders* as soon as reasonably possible of any *Insured Event* which may give rise to a claim, complete any forms requested by the *Coverholders* and promptly supply such information as the *Coverholders* or their agents require.

7. Arbitration

If there is a dispute between the *Coverholder* and the *Policyholder*, 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 *Coverholders*.

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 *Coverholder* will pay in each *Period of Insurance* is £1500.

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.

This Policy Will Cover

If during *Period of Insurance* and within the *Territorial Limits* an *Insured Key* is lost, damaged or stolen, the *Coverholder* will:

1. Pay up to £1,500 in respect of locksmiths charges, new locks (if a security risk has arisen) and replacement keys (including any immobiliser, infra-red handset and/or alarm which is integral to any *Insured Key* if such cannot be repaired or re-programmed), car hire and onward transport costs and the re-programming of immobilisers, infra-red handsets and alarms which are attached to the *Fob* but are not integral to an *Insured Key*.
2. Pay a £10 reward payable to the finder of a lost *Insured Key*.
3. Provide an Emergency Helpline 24 hours a day, 365 days a year.

This Policy Will Not Cover

The *Underwriters/Coverholder* will not indemnify *You* in respect of:

- a) Key lost, stolen or damaged when such keys are not attached to the *Fob* (unless *You* have already notified the *Coverholder* that the *Fob* has been lost or damaged and *You* are awaiting a replacement, in which event the *Coverholder* will consider a claim in respect of any key which they are satisfied would otherwise have been attached to the *Fob*).
- b) Any amount exceeding £1,500 in aggregate in the same *Period of Insurance*.
- c) Sums claimed where *You* do not produce receipts or invoices for payments *You* have made.
- d) *Insured Keys* which are lost until 5 days have elapsed since the loss (unless the *Coverholder* is satisfied that a delay would cause undue hardship or significant expense).
- e) *Insured Keys* lost or broken by, or stolen from, someone other than *You*.
- f) *Insured Keys* if there are duplicate keys available to *You* immediately or reasonably quickly.
- g) any *Insured Event* not reported to the *Coverholder* within 30 days of the loss, theft or damage.
- h) locks which are damaged prior to the loss or theft of keys.
- i) replacement locks or keys of a higher standard or specification than those replaced.
- j) sums exceeding £50 per incident in respect of any *Insured Key* locked inside property or broken in lock or ignition.
- k) vehicle hire charges where a hire vehicle exceeds 1600cc.
- l) the balance of vehicle hire charges over a maximum sum of £40 per day.
- m) vehicle hire charges after the third day of hire.
- n) charges or costs incurred where the *Coverholder* arranges for the attendance of a locksmith or other tradesman, agent or representative at a particular location and *You* fail to attend.
- o) charges or costs incurred where *You* make alternative arrangements with a third party once the *Coverholder* has arranged for a locksmith or other tradesman, agent or representative to attend a particular location.
- p) the balance of transport costs over a maximum sum of £75 per day.

- q) Loss or destruction of, or damage to, any property other than an *Insured Key* and its associated lock or ignition system, and any immobiliser, infra-red handset and/or alarm attached to the *Fob*.
- r) Loss or damage caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material.
- s) 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 the actions of any lawful government or public or local authority.
- t) Any loss of earnings or profits which *You* suffer as a result of the loss or theft of, or damage to an *Insured Key*.
- u) Claims arising from any deliberate or criminal act or omission by *You*.
- v) Loss or theft of, or damage to an *Insured Key* which occurs outside the *Period of Insurance*.
- w) Claims arising as a result of *Your* failure to take all reasonable steps to safeguard an *Insured Key*.

Data Protection Act 1998

Boomerang-Tag Limited does not pass any personal data about you to any third parties. When you apply for insurance and/or make a claim, you will be required to disclose relevant personal data about yourself to Boomerang-Tag Limited or their agents, including data which is deemed "sensitive" under the Data Protection Act 1998. Your explicit consent to the processing of this data, which is required under the Data Protection Act 1998, will be requested at the time of purchase or when you make a claim. Please note that any information that you provide to Boomerang-Tag Limited may be shared with other insurers, for the purpose of preventing fraudulent claims. All information provided by yourself will be used by Boomerang-Tag Limited its agents and associated companies, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any upgrade to this insurance, handle claims relating to this insurance and prevent fraud