

Mercedes-Benz Key Insurance

Introduction

This Mercedes-Benz Key Insurance policy forms part of **your** contract of insurance for the **insured vehicle**. **Your** contract of insurance also includes **your** confirmation of cover letter which must be read in conjunction with this policy, and provides the full terms, conditions and exclusions of cover.

It is very important that **you** read the whole of this policy and **your** confirmation of cover letter.

Please keep this policy and **your** confirmation of cover letter in a safe place as these will be required if **you** need to make a claim or want to cancel this policy.

Please check the eligibility requirements in the General Terms and Conditions section to make sure **you** and **your insured vehicle** are eligible for cover. If **you** have any questions about this policy, please contact **Mercedes-Benz Warranty Services** on 0345 641 9778 (Monday-Friday 9am-5.30pm).

The **insurer** will provide cover in accordance with the terms and conditions of this policy for **your vehicle** keys during the **period of cover**.

Definition Of Words

When the following words and phrases appear in this policy they have the meanings given below. These words are highlighted in bold print.

Area of cover:

- **UK** means: Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- Continental Europe means: Andorra, Austria, Belgium, Bulgaria, Bosnia and Herzegovina, Croatia, Cyprus (Greek territory only), Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Monaco, Netherlands, Norway, Poland, Portugal (but not Madeira and Azores), Romania, Russia*, San Marino, Serbia, Slovakia, Slovenia, Spain (including Balearic Islands but excluding Canary Islands), Sweden, Switzerland, Turkey.
 - *Cover in Russia is limited to a 31 mile radius from the external ring of the cities of; St Petersburg, Moscow, Rostov On Don, Togliatti and Perm.

Insured vehicle: The vehicle shown on the confirmation of cover letter.

Insurer: AWP P&C SA.

Limit of cover:

- For Annual Policies, claims are limited to 2 keys in any one period of cover.
- For monthly policies, claims will be limited to 2 keys in any 12 month period following the purchase of the initial policy provided that there has been a continuous period of cover.

The amount payable (including VAT) for loss of keys occurring during the **period of cover** shall not be more than the manufacturer's listed price listed for the keys.

Period of cover: The period shown on the confirmation of cover letter, during which cover applies.

We, our, us, Mercedes-Benz Warranty Services: AWP Assistance UK Ltd which administer this policy on behalf of the **insurer**.

You, your, yourself: The customer named on the confirmation of cover letter.

Key Insurance

Your insured vehicle keys are covered for loss, theft or breakage during the **period of cover** within the **area of cover**:

What Is Covered?

 If your insured vehicle keys are lost, stolen or broken we will pay up to the limit of cover for the cost of a Mercedes-Benz Authorised Repairer supplying a replacement key or keys.

What Is Not Covered Under This Policy?

We will not pay for:

- More than the **limit of cover** (equivalent to 2 keys) during the **period of cover**.
- **We** will not pay for the decoding of the lost, stolen or broken keys.
- **We** will not pay for coding of the replacement kevs.
- Any vehicle recovery costs or Mercedes-Benz Authorised Repairer travelling time.
- Any costs relating to the repair, replacement and fitting of any new locks.
- Bodywork damage.
- This policy will not cover any other keys or locks (including other vehicles and/or property keys/ locks).
- Any loss of market value as a result of loss or theft of the **insured vehicle**
- Any loss of earnings, car hire, travel costs or bodily injury as a result of any valid claim.
- Any costs covered under any other key cover or key insurance policy.

How to Make a Claim

Making a Key Insurance Claim when in the UK

Contact **your** nearest Mercedes-Benz Authorised Repairer and let them know **your insured vehicle** is protected by Mercedes-Benz Key Insurance. The Mercedes-Benz Authorised Repairer will contact **us** on **your** behalf.

We will not pay for any diagnostic costs or software upgrades.

If **you** are VAT registered **you** remain responsible for settling the VAT content of any claim separately.

Making a Key Insurance Claim when in Continental Europe

You will be responsible for arranging replacement keys in Continental Europe and submitting a claim on your return to the UK. Your claim will be processed and reimbursed to you in pounds sterling at the rate of exchange for the relevant currency at the time of the repair, providing that your claim is valid.

When submitting **your** claim please ensure that **you** include a detailed invoice. Please send it to:

Mercedes-Benz Warranty Services Claims Department PO Box 1183 Croydon CR9 1HR

For any claim related enquiries, please call 0345 641 9794.

General Terms and Conditions

The following conditions apply to the whole of this policy.

1 - Eligibility

You are eligible for this policy if;

- a) You are over 18 years of age and your permanent place of residence is in the UK, or in the case of a business, registered and trading in the UK.
- b) **You** have agreed to comply with the terms and conditions of this policy.

2 - Claims - your duties

If a claim occurs **you** must comply with the relevant claims procedures described in this policy under the How to Make a Claim section as soon as **you**

3 - Information we need to know

There is certain information that **we** need to know as it may affect the terms of the insurance cover **we** can offer **you**.

If you think the information that we hold may be incorrect, or if you want any help, please call 0345 641 9778 as soon as possible and we will be able to tell you if we can still offer you cover.

4 - Claims - our rights

We can take over and carry out the defence or settlement of any claim. After **we** have made a payment, **we** can pay to take legal action to get back any payment **we** have made under this policy.

5 - Assignment or Transfer

This Mercedes-Benz Key Insurance will only apply while the manufacturer's or Approved Used Car warranty applies. It will be transferred if either warranty is also transferred.

6- Reasonable precautions

You must take all reasonable precautions to prevent the loss, theft or breakage of your insured vehicle's keys.

7 - When your policy cover ends

This policy will end automatically at the earliest of the following:

- a) The date the limit of cover has been paid; or
- b) The date you cease to be resident of the UK; or
- c) The date your cover is cancelled by you or us; or
- d) The end of the **period of cover** is reached.

8 - Cancelling your policy

You may cancel this policy at anytime. Please note, as there is no charge for this Mercedes-Benz Key Insurance **you** will not receive any repayment if **you** cancel.

If you choose to cancel your insurance, simply return the confirmation of cover marked "cancelled" to:

Mercedes-Benz Warranty Services, PO Box 1183, Croydon, CR9 1HR or telephone 0345 641 9778 or contact the selling agent.

We may cancel this policy at any time by giving **you** 30 days notice in writing to the address shown on **your** confirmation of cover letter.

9 - Fraud

If **you** make a claim that is false or dishonest in any way, this policy will not be valid and **you** will lose all benefit under it

10 - Governing Law

Unless **you** and **we** agree otherwise, English law will apply and all communication and documentation in relation to this insurance will be in English. In the event of a dispute, the English courts shall have jurisdiction.

11- Contracts (Rights of Third Parties) Act 1999

We, the Insurer and you do not intend any term of this contract to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

12 - How your policy works

Your policy and confirmation of cover letter is a contract between you and us. We will pay for claims you make which are covered by the policy and that occur during the period of cover and within the area of cover.

Unless specifically mentioned, the benefits and exclusions within each section, apply to the **insured vehicle. Your** policy does not cover all possible events and expenses.

Certain words have a special meaning as shown under the section 'Definition of Words'. These words have been highlighted by the use of bold print throughout the policy.

Making a Complaint

We aim to provide you with a first-class insurance cover and service. However, there may be times when you feel we have not done so. If this is the case, please tell us about it so that we can do our best to solve the problem. If you make a complaint, your legal rights will not be affected.

In the first instance, please contact:

By post – Customer Support, Mercedes-Benz Warranty Services, PO Box 1183, Croydon, CR9 1HR

By email – CustomerSupport@Allianz-Assistance.co.uk

By phone -020 8603 9853

Please supply **us** with **your** name, address, policy number/vehicle registration and claim number where applicable, and enclose copies of relevant correspondence as this will help **us** to deal with **your** complaint in the shortest possible time.

If you are not satisfied with our final response, please be aware that you can refer the matter to the Financial Ombudsman Service for independent arbitration: Visit www.financial-ombudsman.org.uk, write to Financial Ombudsman Service, Exchange Tower, London E14 9SR, call 0800 023 4567 or 0300 123 9 123 or email complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme

For **your** added protection, the **Insurer** is covered by the FSCS. **You** may be entitled to compensation from the scheme if the **Insurer** cannot meet its obligations. This depends on the type of business and the circumstances of the claim.

Insurance cover provides protection for 90% of the **claim**, with no upper limit. Further information about the compensation scheme arrangements is available from the FSCS, telephone number 0800 678 1100, or 020 7741 4100, or by visiting their website www.fscs.org.uk

Data Protection Act

Information about **your** policy may be shared between Mercedes-Benz UK, AWP P&C SA and AWP Assistance UK Ltd.

You should understand the information you provide will be used by us, our representatives, the insurer, other insurers and industry governing bodies and regulators to process your insurance, handle claims and prevent fraud. Your personal details may be transferred outside of the EU. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

Mercedes-Benz is a registered trademark of Mercedes-Benz UK Ltd Delaware Drive, Tongwell, Milton Keynes, MK14 5AN, VAT No: GB 217990930.

Mercedes-Benz Key Insurance is underwritten by AWP P&C SA and is administered in the UK by AWP Assistance UK Ltd, 102 George Street, Croydon, CR9 6HD.

AWP Assistance UK Ltd are authorised and regulated by the Financial Conduct Authority Financial Services Register number 311909.

The insurer is AWP P&C SA which is duly authorised in France and the United Kingdom, and subject to limited regulation by the Prudential Regulation Authority and the Financial Conduct Authority.

This policy is available in large print, audio and Braille. Please contact **us** on 0345 641 9778.