

# KEY PROTECTION INSURANCE

This cover is managed and provided by Arc Legal Assistance Limited. It is underwritten by the **insurer**, and **we** act on their behalf.

If **you** find it difficult to read this document, please get in touch with **us** as **we** will do **our** best to help.

## IMPORTANT CONDITIONS

If **your** claim is covered under this insurance, it is very important that **you** comply with the conditions of this insurance so that **your** claim can go ahead. The conditions **you** need to follow are shown in the 'conditions' section below. Please read them carefully. A particularly important condition is:

### Giving the Insurer all the important information

When the **insurer** accepts **your** application for this insurance, it relies on the information **you** give. **you** must take reasonable care to give full answers to the questions asked when **you** take out, or make changes to, **your** policy. If the information given by **you** is not complete and true:

- the **insurer** might cancel **your** policy and refuse to pay any claim or
- if it does pay a claim, it might not pay it in full.

**We** will write to **you** if the **insurer**:

- is going to cancel **your** policy; or
- needs to change the terms of **your** policy; or
- needs **you** to pay more for **your** insurance.

If **you** realise that information **you** have given is not complete and/or true **you** must tell **us**.

## DEFINITIONS

Where the following words appear in bold in this insurance, they have these special meanings.

<b>Agent</b>	The intermediary <b>you</b> purchased this insurance from.
<b>Cover Limit</b>	The maximum amount <b>we</b> will pay during any one <b>period of insurance</b> , as shown in <b>your policy schedule</b> . For each <b>insured event</b> , <b>we</b> will pay no more than: <ul style="list-style-type: none"><li>• £500 if a <b>key</b> is broken in a lock or locked inside <b>your</b> home, vehicle or <b>property</b>,</li><li>• £75 a day inclusive of VAT for vehicle hire.</li></ul>

<b>Family Member</b>	<b>Your</b> spouse, live-in partner, son or daughter.
<b>Insured Event</b>	<ul style="list-style-type: none"><li>• A <b>key</b> being lost or stolen or</li><li>• a <b>key</b> breaking in the lock or</li><li>• a <b>key</b> getting locked inside <b>your</b> home, vehicle or <b>property</b> during the <b>period of insurance</b>.</li></ul>
<b>Key(s)</b>	Any key(s) that belong to <b>you</b> .
<b>Insurer</b>	AmTrust Specialty Limited
<b>Period of Insurance</b>	This insurance gives cover for the same period covered by the main insurance product or benefit it comes with. Please note that, if the main insurance policy or benefit is cancelled, suspended or withdrawn, this key protection insurance will also be cancelled, suspended or withdrawn
<b>Policy</b>	These terms and conditions and any changes to them.
<b>Policyholder</b>	The person named on the <b>policy schedule</b> .
<b>Policy Schedule</b>	The document given to <b>you</b> by <b>your agent</b> which shows the <b>policyholder</b> , <b>cover limit</b> and <b>period of insurance</b> .
<b>Property</b>	Anything that belongs to the <b>policyholder</b> which the <b>key</b> locks and unlocks. This includes the <b>policyholder's</b> personal business premises.
<b>Security Risk</b>	The accidental loss or theft of a <b>key</b> which means it may be possible for someone who found the <b>key</b> to trace it to <b>your</b> home, vehicle or <b>property</b> .
<b>Territorial Limits</b>	The United Kingdom (England, Scotland, Wales and Northern Ireland).
<b>We/Us/Our</b>	Arc Legal Assistance Limited.
<b>You/Your /Yourself</b>	The <b>policyholder</b> and any <b>family member</b> who lives at the same address as the <b>policyholder</b> full-time during the <b>period of insurance</b> .

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## COVER

### What is covered:

If a **key** is lost, stolen, broken in a lock or locked inside **your** home, vehicle or **property** (during the **period of insurance** and in the **territorial limits**) **we** will pay up to the **cover limit** for:

- a) Locksmith charges if **you** cannot access **your** home, vehicle or **property**.
- b) New locks if there is a **security risk** or if a **key** is lost by **you** and there is not a duplicate. (New locks will only be covered if a duplicate key cannot be made by an approved locksmith.)
- c) Replacement keys (including the reprogramming of infra-red handsets, immobilisers, and alarms) which might be needed. A maximum of three replacement **keys** are covered for each lock for every **insured event**.
- d) Vehicle hire charges for up to three days if **you** are not able to get into **your** vehicle.

### What is not covered:

- a) Any amount above the **cover limit**.
- b) Any more than two **insured events** in the **period of insurance**.
- c) Any claim made within the first seven days of the **period of insurance**.
- d) Any claim as a result of **your keys** being **stolen** unless **you** have reported it to the police and got a crime reference number.
- e) Any more than three replacement keys for each lock.
- f) More than three days' vehicle hire charges.
- g) Any costs apart from the cost of replacing the **key**, if duplicate **keys** are available.
- h) Wear and tear or damage to locks and **keys** which **you** were aware of before the **insured event** happened.
- i) Loss of anything apart from the **key**, its associated lock or ignition system, and any infra-red handsets, immobilisers and alarms attached to it.
- j) Loss caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material.
- k) 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.
- l) Any loss of earnings or profits which **you** suffer as a result of the loss or theft of a **key**.
- m) Anything related to **your** deliberate or criminal act or related to anything that **you** do not do.
- n) Anything which does not happen in the **period of insurance**.
- o) Anything that happens to a **key** because **you** have not taken care of it.

### Sanction Limitation and Exclusion Clause

The **insurer** will not cover or be liable to pay any claim or provide any benefit under this insurance if doing so would expose it 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.

### Cyber Attack Exclusion

The **insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system. This exclusion applies unless cover for Costs is specifically allowed for in the Sections of Cover above.

### Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

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## CONDITIONS

### 1. Claims conditions:

- a) **You** must make a claim within 30 days of the **insured event** happening
- b) **We** recommend that **you** send **us your** receipts and invoices as soon as **you** can (ideally within 4 months of the **insured event**). The longer it takes for **you** to send **us your** receipts, the more difficult it may be for **us** to validate them.

### 2. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **you** and **us** might, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator, the Law Society might be asked to choose someone. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

### 3. Fraud

In the event of fraud, **we**:

- a) will not pay the fraudulent claim
- b) might take back any sums paid to **you** in respect of the fraudulent claim
- c) might cancel this policy from the time of fraudulent act and keep all premiums paid to **us**
- d) will not cover **you** for anything after the fraudulent act.

### 4. Other Insurances

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, **we** may only pay **our** share of the claim.

## 5. Cancellation

**You** can cancel this insurance at any time by telling **your** insurance broker.

If **you** cancel within 14 days of:

- buying this insurance, or
  - receiving the policy documents (if this happens later),
- and **you** have not made a claim, **we** will refund the premium in full.

If **you** cancel after the first 14 days, **you** will not get a refund.

The **insurer** can cancel the insurance by giving fourteen days' notice in writing to **you** at the address shown on the schedule, or alternative address given by **you**. If it does, **you** will not get a refund of premium.

**We** will only do this in exceptional circumstances, for example:

- a) if **we** suspect fraud
- b) if **you** use threatening or abusive behaviour or language or intimidation or bullying of **our** staff or suppliers
- c) if **you**, deliberately or recklessly, gave false information or did not give **us** all of the important information.

## 6. English Law and Language

This contract is governed by English Law and the contract and all communication will be English.

## 7. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **we** believe that any changes in the law or regulations made after this policy starts mean that the cover is affected, **we** can decide to accept claims if the change restricts the cover under this policy but reject claims if the change gives a benefit which was not already part of the cover.

# CUSTOMER SERVICES INFORMATION

## HOW TO MAKE A CLAIM

This **policy** does not offer a service. **You** will have to arrange and pay for the services **you** need. Send **us** any receipts, invoices and supporting documents and **we** will reimburse **you** for costs that the **policy** covers.

You can make a claim online by visiting <https://claims.arclegal.co.uk> or by calling 0333 005 0357 and quote the **policy** number found on **your policy schedule**.

**You** must tell **us** as soon as possible and no later than 30 days after any **insured event**. **You** are responsible for the costs of supplying all the relevant information or documents

to support **your** claim. When **you** make a claim, **you** might need to prove that **you** live in the home or that **you** own the vehicle or **property** that the **keys** relate to.

If a **key** has been stolen, **you** must report it to the police immediately and get a crime reference number.

## Privacy and Data Protection Notice

(In this Privacy and Data Protection Notice, '**we**', '**our**' and '**us**' means both Arc Legal Assistance and the **insurer**)

## Data Protection

**We** will keep **your** personal information safe and private. There are laws that protect **your** privacy and **we** follow them carefully. Under the laws, **we** are the company responsible for handling **your** information (Data Controller). Here is a simple explanation of how **we** use **your** personal information. For more information visit AmTrust's website at <https://amtrustinternational.com/dpn> or Arc's website at [www.arclegal.co.uk](http://www.arclegal.co.uk)

## What we do with your personal information

**We** might need to use the information **we** have about **you** for different reasons.

For example, **we** might need it:

- to run through **our** computerised system to decide if **we** can offer **you** this insurance.
- to help **you** if **you** have any queries or want to make a claim.
- to provide **you** with information, products or services if **you** ask **us** to.
- for research or statistics.

**We** will need it:

- to provide this insurance.
- to contact **you** to ask if **you** want to renew it.
- to protect both **you** and **us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **you** might have. **We** might need this kind of information to decide if **we** can offer **you** this insurance or to help **you** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

**We** might need to share **your** information with other companies or people who provide a service to **us**, or to **you** on **our** behalf. They include companies that are part of **our** group, people **we** work with, insurance brokers, **our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **we** might need to share it with by law. **We** will only share **your** information with them if **we** need to and if it is allowed by law.

Sometimes **we** might need to send **your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). We currently send it to the USA and Israel. **We** make sure that **your** information is always kept safely and treated in line with the law and this notice.

**You** can tell **us** if **you** do not want **us** to use **your** information for marketing. **You** can also ask **us** to provide **you** with the information **we** have about **you** and, if there are any mistakes or updates, **you** can ask **us** to correct them. **You** can also ask **us** to delete **your** information (although there are some things **we** cannot delete). **You** can also ask **us** to give **your** information to someone else involved in **your** insurance. If **you** think **we** did something wrong with **your** information, **you** can complain to the local data protection authority.

**We** will not keep **your** information longer than **we** need to. **We** will usually keep it for 10 years after **your** insurance ends unless **we** have to keep it longer for other business or regulatory reasons

If **you** have any questions about how **we** use **your** information, **you** can contact **our** Data Protection Officer.

### Customer Service

If **you** are unhappy with anything to do with this insurance, please contact **us** at the address below. **We** will let **you** know that **we** have received **your** complaint in five working days. Within next four weeks **we** will send **you** either:

- **Our** final reply or
- the reasons why **your** complaint is taking longer to sort out and when **we** will be able to give **you our** final reply.

If **you** still have not received **our** final reply within weeks of **us** receiving **your** complaint, or if **you** are not happy with the delay, **you** can refer the matter to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **you** are not happy with **our** final reply or at any time.

**Our** contact details are:

Arc Legal Assistance Ltd  
P O Box 8921  
Colchester  
CO4 5YD  
Tel 01206 615000  
Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### Compensation

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS). If it fails to carry out its responsibilities under this policy, **You** might be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 020 7741 4100

### Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.