

Welcome to Your Key Protection Insurance Policy

To raise a claim under the policy please call 0333 003 2356 or visit <https://claims.arclegal.co.uk>.

Introduction

This cover is managed and provided by Arc Legal Assistance Limited. The insurance parts of this section are underwritten by the Insurer and We act on their behalf.

This **policy** is an agreement between **you** and the insurer. It is based on the statement of fact and **your** agreement to pay the premium.

You should read this policy wording together with **your** main insurance schedule and any specifications or endorsements as one contract. Please read all of them to make sure that they provide the cover **you** asked for. If they do not, please contact **your** insurance broker as soon as possible.

Cancellation Rights

This policy has a cooling off period of fourteen days from when cover is agreed or from when **you** receive the policy documents. If **you** do not wish to continue with this **policy**, the **policy** will be regarded as not taken up and cancelled from inception, and **you** will be refunded any monies paid to **us** in respect of premium provided no claims have been made.

We or the insurers may cancel this policy by giving **you** thirty days' notice. Any return premium due to **you** will depend on how long this insurance has been in force to be agreed by **you** and **us** at the time of cancellation, and whether **you** have made a claim.

You can also cancel this insurance at any other time by writing to **us**. Any return premium due to **you** will depend on how long this insurance has been in force to be agreed by **you** and **us** at the time of cancellation and whether **you** have made a claim.

KEY PROTECTION INSURANCE POLICY

Meaning of Words Applicable to this Policy

Certain words have specific meanings when they appear in this section. These meanings are shown below or in the sections where they apply. They are printed in **bold** type.

1. **Agent** – The insurance broker or adviser you sold **you** this **policy**.
2. **Coverholder** – Arc Legal Assistance Limited who administers this insurance and handles claims under this insurance on **Our** behalf.
3. **Home** - The place where **you** permanently reside within the United Kingdom used for domestic purposes, including any garage and other outbuildings but excluding hedgerows and shrubs, the address of which appears in the **schedule**.
4. **Keys/locks** - Any **keys/locks** owned by **you** or which **you** have responsibility for during the **period of insurance** such as vehicle (including reprogramming of immobilizers and alarms), **home** and office (including security safe)
5. **Limit of cover** - The total amount payable in respect of each claim made under **What You Are Covered For** is £500 and a maximum amount for all claims made in any one year is £1500.
6. **Period of insurance** – The twelve month period stated in **your** main insurance **schedule** which was purchased alongside this policy.
7. **Policy** – **Your Key** Protection Insurance as outlined in this document.
8. **Schedule** – The document sent to **you** by your **home** or vehicle insurer which shows **your** name, **your** address and **your** insurance details.
9. **Territorial limits** - The United Kingdom
10. **We/Us/Our** – AmTrust Specialty Limited, the insurer of this **policy**.
11. **You/Yours/Your** – **You**, **your** husband, wife or partner permanently living in the **home**.

What You Are Covered For

1. The theft or loss of **your keys**. If **your** vehicle, **home**, or office **keys** are stolen or lost anywhere in the **territorial limits**, **we** will reimburse **you** for the cost of **your key** or **lock** replacement up to the **limit of cover**. If **your keys** are found, a reward of £10 will be paid direct to the finder.
2. Broken **keys** or instances where **your keys** are locked in **your** vehicle, house or office or broken in any **lock** denying **you** access to **your** property, **we** will reimburse **you** for the cost of gaining access and if necessary provide reimbursement for a replacement **key**, or repair or replacement of the damaged **lock** up to the **limit of cover**.
3. Stranded due to theft or loss of **key**. If **you** are stranded away from home by theft or loss of **your** vehicle **keys** and have no access to **your** vehicle **we** will pay £75.00 per day inclusive of VAT for vehicle hire, for up to 3 days.

What You Are Not Covered For

1. All costs incurred where **you** have not notified **us** within 24 hours of any incident covered under What You Are Covered For.
2. Any claim for theft or loss of **keys** which is not reported to the police within 24 hours of the incident and a crime reference or lost property number obtained.
3. Any claims for car hire, public transport or taxi fares with no receipts or tickets.
4. Any claim for replacing **locks** when only parts need changing.
5. Any claim for damage to **locks** by wear and tear, mechanical or electrical breakdown, cleaning, repairing, restoring or anything which happens gradually.
6. Any claim for damage to **locks** by attempted theft or malicious damage.
7. Any claim for loss or damage caused by an act of war, invasion or revolution.

Conditions

1. All lost or stolen **keys** or **keys** broken in a **lock** must be reported to **us** within 24 hours of the incident.
2. The police must be notified of all lost and stolen **keys** within 24 hours of the incident and a crime reference or lost property number obtained.
3. All costs for any services rendered must be met by **you** and **you** must forward the original detailed invoice(s), receipt(s) and crime reference or lost property number to **us** within 21 days of notifying **us**. Providing **your** claim is within the terms of this **policy**, **we** will validate **your** claim and reimburse **your** outlay up to the **policy** limits.
4. Claims for reimbursement of public transport or taxi fares will be assessed individually. For long journeys 15 miles and over, the mode of transport should be a bus or train. For short journeys up to 15 miles, a taxi would be acceptable.
5. If **you** claim under this **policy** for something that is covered by another insurance policy, **you** must provide **us** with full details of the other insurance policy. **We** will only pay **our** ratable proportion of the claim.
6. **You** must take reasonable care to avoid anything which may result in a claim under this **policy**.
7. Fraud
If **you** make any request for payment under this **policy** knowing it to be fraudulent or false in any respect (or in any circumstances where it ought reasonably be known to be so) or where there is collusion involving **you**, this **policy** shall become void and all premiums forfeited.
9. Law applying to this **policy**
Unless **We** have agreed otherwise with **You**, English law will apply to this insurance.

Complaints Procedure

We always aim to provide a first class service. However, if **You** have any complaint, please notify the **Coverholder** at: Complaints Department, Arc Legal Assistance Limited, PO Box 8921, CO4 5YD. email: customerservice@arclegal.co.uk

The **Coverholder** will contact **You** within five days of receiving **Your** complaint to inform **You** of what action is being taken. The **Coverholder** will try to resolve the problem and give **You** an answer within four weeks.

If it will take longer than four weeks the **Coverholder** will tell **You** when **You** can expect an answer.

If **Your** complaint remains unresolved after eight weeks, **You** may request that the Financial Ombudsman Service review the case provided that the complaint falls within its jurisdiction. They are able to review complaints from “eligible complainants” and further information can be found on their website. The address is: Financial Ombudsman Service, Exchange Tower, London, E14 9SR Telephone number 0800 023 4567 or 0300 123 9 123. Website: www.financial-ombudsman.org.uk

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends upon the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS at: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU Tel: 0800 678 1100 or 020 7741 4100

If **You** take any of the action mentioned above it will not affect **Your** right to take legal action

Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, ‘**We**’ means 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 bureaux, 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.

Fraudulent Claims

1) If the **Insured Person** makes a fraudulent claim under this insurance contract, **We**:

- a) Are not liable to pay the claim; and
- b) May recover from the **Insured Person** any sums paid by **Us** to the **Insured Person** in respect of the claim; and
- c) May by notice to the **Insured Person** treat the contract as having been terminated with effect from the time of the fraudulent act.

2) If **We** exercise **Our** right under clause (1)(c) above:

- a) **We** will not be liable to the **Insured Person** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- b) **We** need not return any of the premiums paid.

Conditions Precedents

If the **Insured Person** breaches a condition precedent in this insurance contract, **Our** liability under the contract shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). **We** will have no liability to the **Insured Person** for any loss which occurs, or which is attributable to something happening, during the period when **Our** liability is suspended.

Arc Legal Assistance Limited is authorised and regulated by the Financial Conduct Authority.

Financial services register number 305958.

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 or by contacting the Financial Conduct Authority on 0800 111 6768.