

Welcome to your Key Protection Insurance Policy

To raise a claim under the policy please call 01904 238 281 or visit <https://claims.arclegal.co.uk>.

Introduction

This insurance policy is underwritten by AmTrust Europe Limited and administered by Arc Legal Assistance Limited.

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 who sold **you** this **policy**.
2. **Coverholder** – Arc Legal Assistance Limited who administer 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 Europe 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 of 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

Data Protection

Arc Legal Assistance Limited (the Data Controller) are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **Our** website at www.arclegal.co.uk

How We Use Your Personal Data and Who We Share It With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **You** with information, products or services that **You** request from **Us** or which **We** feel may interest **You**. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

International Transfers of Data

We may transfer **Your** personal data to destinations outside the European Economic Area (“EEA”). Where **We** transfer **Your** personal data outside of the EEA, **We** will ensure that it is treated securely and in accordance with the Legislation.

Your rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, Arc Legal Assistance - please see website for full address details.

Marketing

We will not use **Your** data for Marketing purposes. All information provided is used to manage **Your** insurance **policy** only.

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.

AmTrust Europe Limited underwrite these policies that Arc Legal Assistance Limited administer on their behalf

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Arc Legal Assistance Limited trading is authorised and regulated by the Financial Conduct Authority. Financial services register number 305958.

AmTrust Europe Limited, whose registered office is at Market Square House, St James’s Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.