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# Ripe Motorhomes Key Protection

# **Terms and Conditions**

### IMPORTANT INFORMATION

This is a contract of insurance between You and the Insurer and is subject to the terms, conditions, claims procedure, Cover Limit and exclusions contained in this Policy, 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.

# ABOUT YOUR INSURANCE

This insurance is arranged and administered by Arc Legal Assistance Ltd and is underwritten by the Insurer, AmTrust Specialty Limited. Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority – registration number 305958. Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority – registration number 305958. AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority – registration number 202189. This can be checked on the Financial Services Register by visiting the FCA website www.fca.org.uk or by contacting the FCA on 0800 111 6768 or the PRA on 020 7601 4878.

# **Definitions**

The following words will have the meanings shown here next to them and wherever they appear throughout this Policy; they have been printed in bold to help You identify them.

### **Cover limit:**

The maximum amount payable in total within each Period Of Insurance, as shown in Your Policy Schedule.

### Immediate family member:

Spouse, domestic partner, son or daughter.

### Insurer:

AmTrust Specialty Limited, Exchequer Court, 33 St Mary Axe, London EC3A 8AA

#### Insured event

The loss or theft of any Insured Key, or any Insured Key broken in a lock or locked inside Your home, vehicle or Property during the Period Of Insurance.

### Insured kev:

Any keys that belong to You.

### Period of insurance:

The period shown in Your Policy Schedule for which You have paid or agreed to pay the premium.

### **Policy:**

These terms and conditions and any changes to them.

### Policyholder:

The person named on the Policy Schedule.

### **Policy schedule:**

The document headed Policy Schedule giving details of the Policyholder, Cover Limit and Period Of Insurance.

### **Property:**

Any Property or item that belongs to the Policyholder and that Your Insured Key unlocks. This includes the Policyholder's personal business premises.

# **Security risk:**

The risk arising from the accidental loss or theft of an **Insured Key** which means it may be possible for someone who found the key to trace it to **Your** home, vehicle or **Property**.

### **Territorial limits:**

The United Kingdom, the Channel Islands and the Isle of Man.

### We, Us, Our:

The underwriters of this insurance (AmTrust Specialty Limited) and/or administrator (Arc Legal Assistance Limited) acting on their behalf.

# You, your:

The Policyholder and any Immediate Family Member permanently living at the same address as the Policyholder during the Period Of Insurance.



# Cover

### WHAT IS COVERED

If during the Period Of Insurance and within the Territorial Limits an Insured Key is lost, stolen, broken in a lock or locked inside Your home, vehicle or Property, we will:

- a) Pay up to the Cover Limit as detailed in Your Policy Schedule in respect of:
  - 1. Locksmith charges if You are unable to access Your home, vehicle or Property.
  - 2. Replacement keys (including the reprogramming of infra-red handsets, immobilisers and alarms necessary as a result of the replacement of an Insured Key). Up to 3 replacement keys per lock per Insured Event.
  - 3. Vehicle hire charges for up to 3 days if You are unable to access Your vehicle.
  - 4. Onward transport costs for getting You to Your original destination or Your home if You are unable to access Your vehicle and You are away from Your home.
  - 5. Overnight accommodation costs for 1 night if You are unable to access Your home.
- Provide an emergency helpline 24 hours a day, 365 days a year

# THE MOST THAT WILL BE PAID UNDER THIS POLICY

No more than the Cover Limit as detailed in Your Policy Schedule in a Period Of Insurance. For each Insured Event no more than: £1,500 in respect of any Insured Key broken in a lock or locked inside Your home, vehicle or Property, £50 per day for vehicle hire, £100 for onward transport costs, £50 for a replacement key – locked in home or broken/damaged and £100 for overnight accommodation costs.

No more than two insured events in a Period Of Insurance.

### WHAT IS NOT COVERED

- a) Any amount exceeding the Cover Limit in total within the same Period Of Insurance.
- b) More than two insured events in a Period Of Insurance.
- c) Sums claimed exceeding the amounts detailed in the section above.
- d) Any claim made within first 7 days of inception of the Policy.
- e) Any claim made where costs have been incurred by You prior to the Insured Event being reported to Us.
- f) Any Insured Event not reported to Us within 30 days
- g) Sums claimed where You do not submit, within 120 days of an Insured Event, valid receipts or invoices to Us for payments You have made.
- h) Any claim arising from theft of Your insured keys unless You have reported the theft to the police and obtained a crime reference number.
- i) Sums claimed for more than 3 replacement keys per lock.
- j) Vehicle hire charges after 3 days of hire.
- k) Vehicle hire charges where a hire vehicle exceeds 1600cc.
- I) Overnight accommodation costs for more than 1 night.
- m) Insured keys lost or stolen from someone other than You.
- n) Any associated costs (other than the cost of replacing the Insured Key) where duplicate keys are available.
- o) Wear and tear or, general maintenance of, or damage to locks and keys.
- p) Replacement locks or keys of a higher standard or specification than those replaced.
- q) Charges or costs incurred where **We** arrange for the attendance of a locksmith or other tradesman, agent or representative at a particular location and **You** fail to attend.
- r) Charges or costs incurred where You make alternative arrangements with a third party once We have arranged for a locksmith or other tradesman, agent or representative to attend a particular location.
- s) Loss of any Property other than an Insured Key and its associated lock or ignition system, and any infra-red handsets, immobilisers and alarms attached to an Insured Key.
- t) Loss caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material.
- u) 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.
- v) Any loss of earnings or profits which You suffer as a result of the loss or theft of an Insured Key.
- w) Claims arising from any deliberate or criminal act or omission by You.
- x) Loss or theft of an Insured Key which occurs outside the Period Of Insurance.
- y) Claims arising as a result of Your failure to take all necessary steps to safeguard an Insured Key



# Claims Procedure and Conditions

### 1. Commencement and Duration of Cover

Cover commences 7 days after the inception date of Your Policy. This means You cannot claim for an occurrence before day 8 of the Policy in Your first year of cover. The 8 day exclusion period does not apply in future years if You have renewed the cover.

### How to Make a Claim

To make a claim please call 0333 005 0357 and quote the Policy number found on Your Policy Schedule.

You must notify Us as soon as reasonably possible and within 30 days of any Insured Event which may give rise to a claim. You are responsible for any costs of supplying all the relevant information or documents required in preparing any claim under this Policy. When You make a claim evidence of occupancy of Your home or ownership of Your vehicle or Property to which the insured keys relate may be required.

### 2. Theft

If an Insured Key has been stolen it must be reported to the police immediately and a crime reference number obtained.

#### 3 Fraud

If any claim is in any respect fraudulent, or if any fraudulent means are used to obtain benefit by You or anybody acting on Your behalf, including exaggeration of the claim or submission of forged or falsified documents, You will not be entitled to any benefit under this Policy and criminal proceedings may follow.

# **General Conditions**

### 1. Compliance and Precautions

The insurance described in this **Policy** will only apply if **You** have complied with all the terms and conditions, and have taken all reasonable steps to protect the **Insured Key** and 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 receiving the Policy documentation or from the inception date of the Policy (whichever is later) then, any premium already paid will be returned (providing that no claims have been made on the Policy). If the Policyholder cancels outside this period there is no entitlement to a refund of premium. You may cancel this contract of insurance at any time by telling Us, or Your insurance broker, in writing or by email or telephone. We may, in certain circumstances such as fraud having been committed by You, cancel the Policy in writing by sending 7 days' notice to the last known address of the Policyholder.

### 3. Applicable Contract Law

This Policy shall be governed by and construed in accordance with English Law. All communication is to be conducted in English



# **Customer Service**

Our aim is to get it right, first time, every time. If We make a mistake, We will try to put it right straightaway.

If You are unhappy with the service that has been provided, You should contact Us at the address below. We will always confirm to You, within five working days, that We have received Your complaint. Within four weeks You will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when You will receive a final response. Within eight weeks You will receive a final response or, if this is not possible, a reason for the delay plus an indication of when You will receive a final response. After eight weeks, if You are unhappy with the delay, You may refer Your complaint to the Financial Ombudsman Service. You can also refer to the Financial Ombudsman Service if You cannot settle Your complaint with Us or before We have investigated the complaint if both parties agree.

Our contact details are:-

Arc Legal Assistance Ltd PO Box 8921 Colchester CO4 5YD

Tel: 01206 615000

Email: 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

### **COMPENSATION SCHEME**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they we unable to meet Our obligations to You. You can find out more about compensation scheme arrangements at www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100

### **CALL RECORDING**

All telephone calls to Us are recorded to:

- Provide a record of the instructions received from You
- · Help monitor quality standards and assist with staff training
- Meet legal and regulatory requirements

### 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

Arc Legal Assistance 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 www.arclegal.co.uk

### 2. 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), research or statistical purposes. We will also use Your data to safeguard against fraud and money laundering and to meet Our general legal or regulatory obligations.

### 3. 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.



### 4. 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 may include, where necessary, 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.

#### 5. International Transfers of Data

The personal data that We collect from You may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). We currently transfer personal data outside of the UK and EEA to the USA and Israel. Where We transfer Your personal data outside of the UK and EEA, We will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

### 6. 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.

#### 7. 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, AmTrust Specialty Limited - please see website for full address details.

### **AUTHORISATION**

This Policy is administered by 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 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. These details can be checked on the Financial Services Register at www.fca.org.uk.



a fresh approach to insurance

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