

Policy Document



# *Key Cover* **Solutions**



# Key Cover Solutions

Please read this document carefully and in full to familiarise yourself with the terms and conditions, and how you can contact us if you have an emergency. The policy wording starts on page 3 and provides full terms, conditions and exclusions of the insurance contract between you and the insurer.

If you are unsure about anything in this document please contact whoever you purchased your policy from

## Make a claim

To claim under this policy, telephone **0330 041 8167** (lines are open 24 hours a day, 365 days a year). For more information, please see the 'Claims procedure'.



## Main benefits of Key Cover Solutions

If an insured key is lost, damaged or stolen you are covered for the following:

- locksmith charges
- new locks
- replacement keys
- onward travel costs
- vehicle hire costs
- accommodation costs

Our service is available 24 hours a day, 365 days a year.

## Who is ARAG?

ARAG is the largest family enterprise in the German insurance industry and has positioned itself as a versatile quality insurer. Specialising in legal insurance as the leading legal insurer worldwide, ARAG also offers its customers attractive, needs-based products and services from a single source.

Active in a total of 19 countries - including the US, Canada and Australia - ARAG is also represented by international branches, subsidiaries and shareholdings in numerous international markets in which it holds a leading position as a provider of legal insurance and legal services. With almost 4,700 employees, the Group generates revenue and premium income totalling more than €2.0 billion.

# Important information

We record and monitor calls for training purposes, to improve the quality of our service, to help us deal with queries or complaints from you and to prevent and detect fraud and financial crime.

## Claims procedure

If you need to make a claim please telephone **0330 041 8167** (lines are open 24 hours a day, 365 days a year) as soon as possible, providing us with your name, address, postcode, and the nature of the problem.

## What happens if the insurer cannot meet its liabilities?

The insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation of up to 90% of the cost of your claim in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk)

## Privacy statement

This is a summary of how we, on behalf of the insurer, collect, use, share and store personal information. To view our full privacy statement, please see our website [www.arag.co.uk](http://www.arag.co.uk)

### Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement.

We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

### Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this

insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations. We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

### Keeping personal information

We shall not keep personal information for any longer than necessary.

### Your rights

Any person insured by this policy has a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when we will not be able to delete personal data, please refer to our full [privacy statement](#).

# Key Cover Solutions

This policy is evidence of the contract between **you** and the **insurer**.

Terms that appear in bold type have special meanings. Please read **Meaning of words & terms** for more information.

## Your policy cover

Following an **insured event** the **insurer** will pay costs as noted in the Insured events provided that all of the following requirements are met:

- 1) **You** have paid the insurance premium.
- 2) The claim is reported to **us**
  - a) during the **period of insurance** and
  - b) as soon as possible after **you** first become aware of a possible claim.
- 3) **You** always agree to use the contractor chosen by **us**.

This policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.

### 1) Locksmith Charges

**We** will pay for locksmith charges in respect of lost, stolen or accidentally damaged **insured keys**. In addition, the policy will cover **you** if **you** are locked inside **your insured property**.

### 2) New Locks

**We** will pay for new locks (including reprogramming of immobilisers, infra-red

handsets and alarms) if a security risk has arisen to **your insured property** or vehicle as a result of an **insured key** that is lost, stolen or accidentally damaged.

### 3) Replacement Keys

**We** will pay for a replacement key (including any immobiliser, infra-red and/or alarm which is integral to any **insured key** if such cannot be repaired or re-programmed).

### 4) Onward Travel Costs

**We** will pay up to £75.00 for onward transport costs if **you** have no access to **your** vehicle and are away from **your insured property** due to lost, stolen or broken **insured keys**.

### 5) Vehicle Hire

**We** will pay up to £40.00 per day for up to a maximum of three days if **you** are unable to use **your** vehicle due to a loss or theft of an **insured key**.

### 6) Accommodation Costs

**We** will pay hotel or accommodation costs if **you** have no access to **your insured property** up to a maximum of £120.00 per claim due to the loss or theft of an **insured key**.

# What is not covered by this policy *(applicable to the whole policy)*

**You** are not covered for any claim arising from or relating to:

- 1) any amount which exceeds £1500 in aggregate in any one **period of insurance**;
- 2) any amount incurred to replace **insured keys** for a vehicle if the cost of replacing the keys exceeds the market value of the vehicle;
- 3) sums claimed where **you** do not produce receipts or invoices for payments **you** have made;
- 4) **insured keys** which are lost until 3 days have elapsed since the loss (unless the **administrator** is satisfied that a delay would cause undue hardship or significant expense);
- 5) **insured keys** lost or broken by, or stolen from, someone other than **you**;
- 6) **insured keys** if there are duplicate keys available to **you** immediately or reasonably quickly;
- 7) any **insured event** not reported to the **administrator** within 30 days of the loss, theft or damage;
- 8) locks which are damaged prior to the loss or theft of keys;
- 9) replacement locks or keys of a higher standard or specification than those replaced;
- 10) sums exceeding £50 per incident in respect of any **insured key** locked inside property or broken in lock or ignition;
- 11) vehicle hire charges where a hire vehicle exceeds 1600cc;
- 12) the balance of vehicle hire charges over a maximum sum of £40 per day; vehicle hire charges after the third day of hire;
- 13) charges or costs incurred where the **administrator** arranges for the attendance of a locksmith or other tradesman, agent or representative at a particular location and **you** fail to attend;
- 14) charges or costs incurred where **you** make alternative arrangements with a third party once the **administrator** has arranged for a locksmith or other tradesman, agent or representative to attend a particular location;
- 15) the balance of transport costs over a maximum sum of £75 per day;
- 16) loss or destruction of, or damage to, any property other than an **insured key** and its associated lock or ignition system, and any immobiliser, infra-red handset and/or alarm;
- 17) any loss of earnings or loss of profits which **you** suffer as a result of the loss or theft of, or damage to an **insured key**;
- 18) claims arising from any deliberate or criminal act or omission by **you**;
- 19) loss or theft of, or damage to an **insured key** which occurs outside the **period of insurance**;



20) claims arising as a result of **your** failure to take all reasonable steps to safeguard an **insured key**;

21) any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted;

- 22) a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
- e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing

terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, burden of proving the contrary shall be upon **you**

- f) a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.



# Policy conditions

Failure to keep to any of these conditions may lead the **insurer** to cancel **your** policy or refuse to pay a claim.

## 1. Your Responsibilities

**You** must:

- a) observe and keep to the terms of the policy
- b) not do anything that hinders **us** or the contractor
- c) tell **us** as soon as possible after first becoming aware of any potential claim
- d) tell **us** as soon as possible of anything that may materially alter **our** assessment of the claim
- e) cooperate fully with the contractor and **us**
- f) provide **us** with everything **we** need to help **us** handle the claim
- g) take reasonable steps to recover costs that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**
- h) minimise any costs and try to prevent anything happening that may cause a claim
- i) allow the **insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation.

## 2. Our Consent

**We** must give **you our** consent to incur costs. The **insurer** does not accept liability for costs incurred without **our** consent.

## 3. Settlement

**You** must not settle the contractor's invoice or agree to pay costs that **you** wish to claim for under this policy without **our** agreement.

## Call out and labour costs

When settling contractor's call out charge and labour costs, unless stated otherwise on the contractor's invoice **we** will determine that the call out charge covers the cost of the contractor attending **your** home and disallows any time spent diagnosing the fault which has caused the **insured event**. Any inspection time that is required to trace, access or identify the cause of the **insured event** will be settled on the basis that the time is charged as labour costs.

## 4. Disputes

If any dispute between **you** and **us** arises from this policy, **you** can make a complaint to **us** as described on the back page of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

## 5. Fraudulent Claims

If **you** make any claim which is fraudulent or false, the policy may become invalid and all benefit under it may be lost.

## 6. Cancellation

- a) **You** may cancel the policy within 14 days of purchasing the cover with a full refund of the insurance premium paid provided that **you** have not made a claim which has been accepted.
- b) **You** may cancel this policy at any time by giving at least 21 days' written notice to **us**.
- c) Where there is a valid reason for doing so, the **insurer** has the right to cancel the policy at any time by giving at

least 21 days' written notice to **you**.

**We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:

- i) where the party claiming under this policy fails to cooperate with or provide information to **us** or the contractor in a way that materially affects **our** ability to process a claim, or **our** ability to defend the **insurer's** interests
- ii) where the party claiming under this policy uses threatening or abusive behaviour or language, or

intimidates or bullies **our** staff or suppliers

- iii) where **we** reasonably suspect fraud.

## 7. Jurisdiction

This policy will be governed by English Law.

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

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.



*Extensive range of legal products, services, and emergency assistance products.*

# Meaning of words and terms

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

## Administrator

Rhino Protect Limited have been appointed by the **insurer** to handle claims on their behalf. Their address is Rhino Protect Limited, Windsor House, Troon Way Business Centre, Humberstone Lane, Thurmaston, Leicestershire, LE4 9HA.

## Computer Virus

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

## Electronic Data

Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

## Insured event

The loss or theft of, or damage to, any **insured key**.

## Insured key

Any vehicle or building key of the **policyholder**.

## Insurer

ARAG Legal Expenses Insurance Company Limited.

## Limit of indemnity

£1500 being the maximum amount payable in aggregate in each **period of insurance**.

## Period of insurance

The policy will run concurrently with **your** primary motor or home insurance policy for a maximum of twelve months. If **you** arranged this policy after the start date of **your** primary policy, cover will expire on the date of **your** primary policy, as detailed on the policy schedule.

## Policyholder

The person in whose name appears on the policy schedule that this cover has been purchased with.

## Territorial limits

The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and Isle of Man.

For **insured event 3**) Replacement Keys, Norway, Switzerland and countries in the European Union.

Cover for outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and Isle of Man is on a reimbursement basis only.

## We/us/our

ARAG plc (or appointed agents on its behalf) who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**.

## You/your

The **policyholder** and any immediate member of their family residing at the same address as the **policyholder** during the **period of insurance**.

# How we handle complaints

## Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, please contact us using the number you rang to report your claim. The staff handling your claim should be able to resolve it. If in the course of those discussions it becomes clear that the matter has not been resolved to your satisfaction, details of your complaint will be passed to our Customer Relations Department, where we will arrange to have it reviewed at the appropriate level. We will also contact you to let you know that we are reviewing your complaint.

Alternatively, you can contact our Customer Relations Department directly; we can be reached in the following ways:

 **0117 917 1561** (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).

 [\*\*customerrelations@arag.co.uk\*\*](mailto:customerrelations@arag.co.uk)

 **ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.**

## Step 2

If we are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS). They can be contacted at:

 **0800 023 4567** or **0300 1239 123**

 [\*\*complaint.info@financial-ombudsman.org.uk\*\*](mailto:complaint.info@financial-ombudsman.org.uk)

 **Financial Ombudsman Service, Exchange Tower, London E14 9SR.**

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at [\*\*www.financial-ombudsman.org.uk\*\*](http://www.financial-ombudsman.org.uk)

The FOS's decision is binding upon us, but you are free to reject it without affecting your legal rights.

You can read more about our complaints procedure on our website by clicking here: [\*\*https://www.arag.co.uk/contact/making-a-complaint\*\*](https://www.arag.co.uk/contact/making-a-complaint)



[\*\*www.arag.co.uk\*\*](http://www.arag.co.uk)

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ARAG plc is authorised to administer this insurance on behalf of the insurer ARAG Legal Expenses Insurance Company Limited.

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