

vavista

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Key Protect

General
Legal Protection

Please keep this wording safe



Welcome to Your Vavista Motor Key Protection Insurance Policy

IMPORTANT PLEASE READ

To make a claim under this policy, please telephone
01904 238 277
when you will be asked to provide us with your name and address and the following policy
number: **RP11/KP171201**

We will not be able to accept any claim for payment or reimbursement until we have agreed to accept your claim.

Introduction

This insurance policy from General Legal Protection Limited is underwritten by AmTrust Europe Limited.

You should read this policy together with your 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 agent] as soon as possible.

This is a legally binding contract of insurance between **you** (the **policyholder**) and **us** (the insurer). This contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. **We** reserve the right to cancel or change any part of this contract without getting anyone else's permission by giving fourteen days' notice to **you**. **We** agree to cover the person named by **your agent** under the terms and conditions of this policy, as long as the premium has been paid.

MEANING OF WORDS

Agent – The intermediary from whom you have purchased this policy.

Car Key – The key and/or the infra-red handset and/or alarm which is integral to the locking mechanism of **your** vehicle and which is attached to the **key fob**.

Coverholder – General Legal Protection Limited who administers this insurance and handles claims under this insurance on **our** behalf.

Home Key - The key which provides access to **your** normal residence in the **territorial limits** and is attached to the **key fob**.

Insurer/We/Our/Us – AmTrust Europe Limited, the insurer of this policy.

Insured Event – The loss or theft of any **insured key**, or damage caused in **your** lock or in **your** ignition to any **insured key**.

Insured Key(s) – **Your car key** and **your home key** attached to the **key fob**

Key Fob – The numbered **key fob** issued by **us** to the **policyholder**

Limit of Cover - the total amount payable in aggregate in each **period of insurance** is £1,500 including VAT.

Policyholder – The person in whose name the **key fob** has been issued

Period of Insurance – the 12 month period commencing from the date of inception of this policy.

Schedule – the document sent to **you** showing **your** name, **your** address and **your** insurance details sent to **you** when **we** accepted this insurance or following any subsequent amendment to **your** cover.

Territorial limits - the United Kingdom

We/Us/Our – General Legal Protection Limited who administers this policy and handles claims under this **policy** on **our** behalf.

You/Yours/Your – the **policyholder, you, your** husband, wife or partner permanently residing at the same address as **you** during the **period of insurance**.

WHAT YOU ARE COVERED FOR

Your insured keys damaged in locks or ignition, or **your insured keys** theft or loss anywhere in the **territorial limits**, up to £1,500 in respect of locksmith's charges, new locks (if security is compromised) and replacement keys (including any immobiliser, infra-red handset and/or alarm which is integral to any **insured key** if a repair cannot be undertaken or re-programmed), car hire costs up to £75 per day inclusive of VAT or reasonable onward transport costs.

WHAT YOU ARE NOT COVERED FOR

We will not indemnify any claim made by **you** in respect of:

1. **Insured keys** which are lost until 3 days have elapsed since notifying **us** of the loss unless **we** are satisfied that a delay would cause undue hardship or significant expense;
2. **Insured keys** lost, stolen or damaged in locks or ignition if they are not attached to the **key fob** unless you have already notified **us** that the **key fob** has been lost or damaged and **you** are waiting for a replacement, in which case **we** will consider a claim where **we** are satisfied that any keys lost would otherwise have been attached to the **key fob**;
3. Any amount which exceeds £1,500 in aggregate in any one **period of insurance**;
4. Any claims for car hire costs exceeding £75 per day and exceeding 3 days, or unreasonable public transport or taxi fares;
5. Any sums claimed where **you** are unable to produce receipts or invoices for payments made by **you**;
6. Any claim for damage to **locks** by wear and tear, mechanical or electrical breakdown, cleaning, repairing, restoring or anything which happens gradually.
7. Any claim for damage to **locks** by attempted theft or malicious damage.
8. Any claim for loss or damage caused by an act of war, invasion or revolution.
9. **Insured keys** lost or broken by, or stolen from, someone other than **you**.
10. **Insured keys** if there are duplicate keys available to **you** immediately or reasonably quickly.
11. Any **insured event** not reported to **us** within 30 days of the loss, theft or damage.
12. Locks which are damaged prior to the loss or theft of any **insured keys**.
13. Replacement locks or **insured keys** of a higher standard or specification than those replaced.
14. Charges or costs incurred by **us** where **we** have arranged for the attendance of a locksmith, other tradesperson or agent at a particular location and **you** fail to attend.
15. Charges or costs incurred by **us** where **you** make alternative arrangements with a third party once **we** have arranged for a locksmith, other tradesperson or agent to attend a particular location.
16. Loss or destruction of, or damage to, any property other than any **insured key(s)** and the associated lock or ignition system and any associated immobilizer, infra-red handset and/or alarm attached to the **key fob**.
17. Any dispute arising from or involving:-
 - a) Ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) The radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof;
 - c) Riot, civil commotion, war, invasion, acts of foreign enemy, hostilities, (whether war is declared or not) civil war, rebellion, revolution, insurrection or usurped power or

confiscation or nationalisation or requisition of or damage to property by or under the order of any government.

18. Any loss of earnings or profits or any other loss arising out of any **insured event** howsoever caused.
19. Claims arising out of **your** failure to take all steps to safeguard **your insured keys**.
20. Any keys which are neither **car keys** nor **home keys**.
21. fraudulent claim or deliberate or criminal act.

GENERAL CONDITIONS

1. **You** must comply with each and every term of this policy and shall ensure that the cost of any claim is kept to a minimum.
2. **You** must notify **us** as soon as reasonably possible of any event which may give rise to a claim, complete any forms requested by **us** and promptly supply such information as **we** require.
3. This policy is not transferable.
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. 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: Managing Director, General Legal Protection Ltd, Kings House, King Street, York, YO1 9WP. Tel: 01904 683300, Fax: 01904 656950.

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. The Financial Ombudsman Service can normally deal with complaints from private individuals and micro-enterprises" (an EU term covering smaller businesses) as long as they have an annual turnover of *less than* two million euros and *fewer than* ten employees. The Financial Ombudsman Service can also help with complaints from charities with an annual income of less than £1 million, and from trusts with a net asset value of less than £1 million. 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.

DATA PROTECTION ACT 1998

Data Protection & Privacy Statements

Data Transfer Consent

By purchasing this insurance policy with AmTrust Europe Ltd, **you** have consented to the use of **your** data as described below.

Data Protection Policy

We are committed to protecting **your** privacy including sensitive personal information; please read this section carefully as acceptance of this insurance policy will be regarded as having read and accepted these Terms and Conditions.

Sensitive Information

Some of the personal information **we** ask **you** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **you** or others except for the specific purpose for which **you** provide it and to provide the services described in **your** policy documents.

How we use and protect your information and who we share it with

We will use **your** information to manage **your** insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers. **Your** information comprises of all the details **we** hold about **you** and **your** transactions and includes information obtained from third parties. **We** may use and share **your** information with other members of the AmTrust Group companies (The Group). The Group contains companies based throughout the world, both inside and outside Europe (for example, in the USA). By purchasing this policy you have consented to your data being stored and processed in the USA. **We** will provide an adequate level of protection to **your** data.

We do not disclose **your** information to anyone outside The Group except:

- Where **we** have **your** permission
- Where **we** are required or permitted to do so by law
- To credit reference and fraud prevention agencies
- Other companies that provide a service to **us** or **you**
- Where **we** may transfer rights and obligations under this agreement.

We may transfer **your** information to other countries and jurisdictions on the basis that anyone to whom **we** pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

Your Rights

Under the Data Protection Act 1998 **you** have certain rights regarding access to **your** information. **You** have the right to see a copy of the personal information **we** hold about **you**, if **you** believe that any of the information **we** are holding is incorrect or incomplete, please let **us** know as soon as possible. To provide a copy of the information **we** may ask **you** for a small fee.

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 **you** make a fraudulent claim under this insurance contract, **we**:
 - a) Are not liable to pay the claim; and
 - b) May recover from the **you** any sums paid by **us** to **you** in respect of the claim; and
 - c) May by notice to the **policyholder** 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 **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **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 **policyholder** 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 **policyholder** for any loss which occurs, or which is attributable to something happening, during the period when **our** liability is suspended.



André Scruton, Managing Director

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E-mail: contact@glpgroup.co.uk Web: www.glpgroup.co.uk

General Legal Protection Limited is authorised and regulated by the Financial Conduct Authority. Financial services register number 313084.

AmTrust Europe Limited underwrite these policies that General Legal Protection Limited administer on their behalf

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.

Customer Services

0344 776 8382

talk2us@Vavista.com

To report your claim call

0344 840 9537

Windscreen Claims Glass Helpline

01904 238 277

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