

ROI Terms and Conditions Keycare Ireland

ABOUT YOUR INSURANCE

Insurance has been effected between **you** and the **Insurer** 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.

This **policy** is administered by **Keycare Ireland** and the **Insurer** is Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

The **Insurer** is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority – registration number 202039.

The Administrator is Time Broker Services Ltd T/A **Keycare Ireland**, a company registered in N.Ireland under company number NI610029, whose registered office is 46 Bachelors Walk, Lisburn, BT28 1XN:(referred to in this **policy** as “**Keycare Ireland**”). **Keycare Ireland** is authorised and regulated by the Financial Conduct Authority – registration number 579565.

Registrations - further details

You can check the registrations of the **Insurer** and **Keycare Ireland** on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0044800 111 6768 or the Prudential Regulation Authority on 004420 7601 4878.

COMMENTS AND COMPLAINTS: We hope **you** will be completely happy with **your** key protection **policy** and the service provided. But if **you** are not satisfied we would like to know about it. If **you** have a complaint relating to this **policy** in the first instance please contact: Complaints, **Keycare Ireland**, 46 Bachelors Walk, Lisburn, BT28 1XN Tel: 01 506 0365. Fax: 01 506 0365 Email: complaints@keycare-ireland.eu

If **your** complaint relates to the **Insurer** in the first instance please contact: The Customer Service Advisor, Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

If **you** are dissatisfied with the final response to **your** complaint, **you** may ask the Financial Ombudsman Service to review **your** case by contacting: Irish Financial Services Ombudsman, Lincoln House, Lincoln Place, Dublin2, Ireland, Tel: 01 6620899 or 1890 882090, www.financialombudsman.ie.

Contacting the Financial Ombudsman Service at any stage of **your** complaint will not affect **your** legal rights.

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DEFINITIONS

Within this **policy** certain words have specific meanings and wherever they appear throughout this **policy** they have been printed in bold to help **you** identify them.

Approved locksmith: A locksmith on the **Keycare Ireland** panel

Broken: An **insured key** which is damaged by accidental means (not **wear and tear**), and no longer operates the associated lock.

Call-out limit: The maximum amount payable per incident, in respect of any **insured key** locked inside **your** home, or vehicle, as shown in **your policy schedule**.

Claim exclusion period: The period during which if the **insured key** is stolen, lost or **broken** **you** will not be able to claim. This period is – 14 days from policy inception and 30 days after a declined claim.

Cover limit: The maximum amount payable in aggregate in each **period of insurance**, as shown in **your policy schedule**.

Fob: The numbered key fob issued to the **policyholder** by **Keycare Ireland**, which **Keycare Ireland** has registered in the **policyholder's** name.

Insurer: Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

Insured event: The loss, theft or damage of any **insured key**, or any **insured key** locked inside **your** home or vehicle.

Insured key: Any car key which belongs to the **policyholder**. Proof of ownership required. Any other keys which belong to the **policyholder** or are registered at the **policyholders** address.

Keycare Ireland: Keycare Ireland, 46 Bachelors Walk, Lisburn, BT28 1XN

Pay & claim: The **policy** operates on a pay and claim basis where the **policyholder** must settle any related costs and then submit all receipts to **Keycare Ireland** for settlement unless direct billing has been pre authorised by **Keycare Ireland**.

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 in whose name, or the company name in which, **Keycare Ireland** has registered the **fob**.

Policy schedule: The document headed Policy Schedule giving details of the **policyholder**, **fob** number, **cover limit**, **call-out limit**, engine capacity and **period of insurance**.

Security risk: The risk resulting from the accidental loss of an **insured key** where it is possible for someone who found the key to trace it to **your** vehicle or premises

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Statement of Facts: The statement produced by **Keycare Ireland** following authorisation of a claim

Territorial limits: The European Union

Vehicle hire: A **policyholder** may request 3 days vehicle hire when the sourcing of replacement keys has exceeded 7 days from the date a replacement has been authorised by **Keycare Ireland**.

Waiting period: A period of three days commencing when the loss of the **insured key** is first reported to **Keycare Ireland**

Wear and Tear: Wear and tear means the gradual loss of an **insured key's** ability to function exactly as it was designed to do by the manufacturer due solely to time and repeated usage.

You/your: The **policyholder** during the **period of insurance**.

CLAIMS PROCEDURE & CONDITIONS

Theft

If an **insured key** has been stolen it must be reported to the police immediately and a crime reference number obtained. **Keycare Ireland** cannot deal with **your** claim for stolen keys until **you** have reported the theft to the police and confirmed the crime reference number to **Keycare Ireland**.

Making a Claim

You must report any claim to **Keycare Ireland** as soon as possible and within 30 days of the **insured event**. To make a claim call 01 506 0365 and quote the **fob** number.

When the claim has been authorised **Keycare Ireland** will send **you** two copies of the **Statement of Facts** based on the information **you** have supplied. This is the information **Keycare Ireland** will use to handle **your** claim so it is **your** responsibility to ensure it is correct. **You** must submit valid invoices/receipts (in respect of expenditure authorised by **Keycare Ireland**), and any necessary supporting documents, to **Keycare Ireland** within 120 days of the **insured event**.

Supporting Documents

When **you** make a claim in respect of vehicle keys, **you** must send a copy of the V5 (or relevant registered keeper document issued by DVLA from time to time) or, if **you** have not been given the V5, a contract or lease agreement containing the registration number of the vehicle. When **you** make a claim in respect of other keys, **Keycare Ireland** may, at its discretion, ask for supporting documents (such as evidence of address in the case of house keys).

Maximum Number of Claims

Within the **period of insurance** **you** may make more than one claim, but the total aggregate sum payable in each **period of insurance** cannot exceed the **cover limit**.

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

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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 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. The **Insurer** and/or **Keycare Ireland** may cancel the insurance in writing sent to the last known address of the **policyholder**.

3. *Applicable Contract Law*

You and the **Insurer** are free to choose the law applicable to this contract, but in the absence of agreement to the contrary the law of England and Wales will apply.

4. *Assignment*

This **policy** may not be assigned in whole or in part without the written consent of **Keycare Ireland**.

SCOPE OF COVER

If during the **period of insurance** and within the **territorial limits**:

- a) An **insured key** is stolen, the **Insurer** will up to the **cover limit**, as detailed in **your policy schedule**, indemnify **you** in respect of the cost of a replacement Key, locksmith charges or new locks and **vehicle hire** charges (where applicable);
- b) An **insured key** is locked in **your** home, the **Insurer** will up to the **cover limit** and subject to the **call-out limit**, as detailed in **your policy schedule**, indemnify **you** in respect of locksmith charges incurred in gaining entry to **your** house;
- c) An **insured key** is locked in **your** vehicle and a duplicate key exists, the **Insurer** will up to the **cover limit** and subject to the **call-out limit**, as detailed in **your policy schedule**, indemnify **you** in respect of onward transport costs or locksmith charges incurred in gaining entry to **your** vehicle;
- d) An **insured key** is locked in **your** vehicle and no duplicate key exists, the **Insurer** will up to the **cover limit** and subject to the **call-out limit**, as detailed in **your policy schedule**, indemnify **you** in respect of locksmith charges incurred in gaining entry to **your** vehicle;

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- e) An **insured key** is lost by **you** and a duplicate key exists, if after the **waiting period** has expired the **insured key** has not been found, the **Insurer** will up to the **cover limit**, as detailed in **your policy schedule**, indemnify **you** in respect of the cost of a replacement key;
 - f) An **insured key** is lost by **you** and no duplicate key exists, if after the **waiting period** has expired the **insured key** has not been found, the **Insurer** will up to the **cover limit**, as detailed in **your policy schedule**, indemnify **you** in respect of the cost of either a replacement key, locksmith charges or new locks (but only if no duplicate key can be sourced by an **approved locksmith**) and **vehicle hire** charges (where applicable);
 - g) An **insured key** is **broken** by **you**, the **Insurer** will up to the **cover limit**, as detailed in **your policy schedule**, indemnify **you** in respect of the cost of a repair or replacement.
2. Pay a €10 reward to the finder of **your lost insured key**.
3. Provide **you** with the services of an emergency helpline.

THIS POLICY WILL NOT COVER

The **Insurer/Keycare Ireland** will not cover **you** in respect of:

- a) Any amount exceeding the **cover limit** in aggregate in the same **period of insurance**.
- b) Sums claimed where **you** do not submit valid receipts or invoices to **Keycare Ireland**, for payments **you** have made, within 120 days of the **insured event**.
- c) **Insured keys** which are lost until 3 days have elapsed since the loss was reported to **Keycare Ireland** (unless **Keycare Ireland** is satisfied that circumstances necessitate immediate assistance)
- d) **Insured keys** lost or **broken** by, or stolen from someone other than **you**.
- e) Any associated costs (other than the cost of replacing the **insured key**) where duplicate keys are available.
- f) Sums claimed for replacement keys exceeding a maximum of 3 per replacement lock.
- g) Any **insured event** not reported to **Keycare Ireland** within 30 days.
- h) **Wear and tear** of or general maintenance of locks and keys, and claims where only the lock is damaged
- i) If **your insured key** ceases to function correctly a diagnostic check may be requested at **your** own cost, this is to confirm if the fault is with the **insured key** or the vehicle. Only faults identified as relating to the **insured key** would be covered under this **policy**
- j) The cost of replacing Electronic Control Units (also known as the car computer)
- k) Replacement locks or keys of a higher standard or specification than those replaced.
- l) Sums exceeding the **call-out limit** in respect of any **insured key** locked inside **your** home or vehicle.

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- m) **Vehicle hire** charges where the hired vehicle exceeds the maximum permitted engine capacity of 1600cc.
- n) The balance of **vehicle hire** charges over a maximum sum of €40 per day.
- o) **Vehicle hire** charges after the third day of hire.
- p) Charges or costs incurred where **Keycare Ireland** arranges for the attendance of a locksmith or other tradesman, agent or representative at a particular location and **you** fail to attend.
- q) Charges or costs incurred where **you** make alternative arrangements with a third party once **Keycare Ireland** has arranged for a locksmith or other tradesman, agent or representative to attend a particular location.
- r) The balance of onward transport costs over a maximum of €90 (including towing charges).
- s) Loss of any property other than an **insured key** and its associated lock or ignition system, and any immobiliser, infra-red handset and/or alarm.
- 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 damage, loss or theft of an **insured key**.
- w) Claims arising from any deliberate or criminal act or omission by **you**.
- x) Loss, breakage or theft of an **insured key** which occurs outside the **period of insurance**.
- y) Claims arising as a result of **your** failure to take steps to safeguard an **insured key**.
- z) Any loss of market value as a result of loss or theft of the **insured keys**.
- a1) Any claim made within the **claims exclusion period**.

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RECORDING CALLS

All telephone calls to **Keycare Ireland** 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.

DATA PROTECTION

Unfortunately we cannot discuss the details of any **policy** or claim with anyone other than the **policyholder**. By providing **your** information **you** are consenting to **Keycare Ireland** contacting **you** by letter, telephone, fax, email or text message as part of our service in administering **your policy**. In contacting **you**, **Keycare Ireland** may also provide **you** with details of other promotions or services that may be of specific interest to **you**. The data held about **you** will not be disclosed to any third party organisation that is not associated with providing **your policy**.

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