

Keycare Policy of Insurance

TERMS AND CONDITIONS

Insurance

Insurance has been effected between **You** and the **Insurer** subject to the terms, conditions, claims procedure, limits and exclusions contained in this **Policy**, in respect of an **Insured Event** which occurs within the **Territorial Limits** during the **Period of Insurance**, for which **You** have paid or agreed to pay the premium.

The Insurer

The Insurer is Mapfre Asistencia Compania Internacional de Seguros Y Reaseguros S.A, trading as **Mapfre Assistance Agency Ireland**, Ireland Assist, Ireland Assist House, 22026 Prospect Hill, Galway, H91 TVF8. **Mapfre Assistance Agency Ireland** is authorised by the Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct business rules. Company Registration Number 903874.

The Administrator

The Administrator is **Keycare** Assistance Limited, a company registered in Republic of Ireland under company number 657005, whose registered office is at 77 Camden Street Lower, St. Kevins, Dublin 2 (referred to in this **Policy** as “**Keycare**”). **Keycare** is authorised and regulated by the Central Bank of Ireland – Company Registration Number C434286.

Registrations – further details

You can check the registrations of the **Insurer** and **Keycare** by visiting the Central Bank of Ireland website www.centralbank.ie or by contacting the CBI on 01 2246000.

COMPLAINTS

If **You** have a complaint relating to this **Policy**, in the first instance please contact: Complaints, **Keycare** Assistance Limited, 77 Camden Street Lower, St. Kevins, Dublin 2. Tel: 0345 303 0550. Email: complaints@keycare-assistance.ie

If **your** complaint relates to the **Insurer** please contact **Complaints Officer, Mapfre Assistance Agency Ireland, 22-26 Prospect Hill, Galway H91 TVF8.**

You have the right to refer **your** complaint to an Ombudsman if **you** are not satisfied with our final response, or if we have not issued our final response within 40 business days from **you** first raising the complaint. The Ombudsman is an independent organisation and will review **your** case.

Information and contact details are shown below.

Complaint regarding this **Policy**, the **Administrator** or the **Insurer**:

The Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02VH29

Tel: 01 567 7000

Email: info@fppo.ie

Website: www.fppo.ie

Contacting an Ombudsman 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** panel.

Cover limit: The maximum amount payable in total in each **Period of Insurance**, as shown in **Your Policy Schedule**.

Duplicate Key: A spare key for **Your** home or vehicle.

Fob: The numbered identification tag issued to the **Policyholder** by **Keycare**, which **Keycare** has registered in the **Policyholder's** name and address.

Immediate Member: Husband, wife, civil partner, live-in partner, child, adult child or adult step-child.

Insured event: The loss or theft of any **Insured Key**, broken key or any **Insured Key** locked inside **Your** home or vehicle during the **Period of Insurance**.

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 **policyholder's** address.

Insurer: As defined in the section "The Insurer" above.

Keycare®: As defined in the section "The Administrator" above.

Locksmith Charges: Charges relating to work carried out by a locksmith.

New Locks: New locks fitted or reconfiguration of the existing locks to enable a new key to replace an **Insured Key**.

Onward Transport Costs: Transportation of **Your** vehicle to **Your** original destination, a garage/dealer or **Your** home and delivery back to **Your** home up to a maximum of €100.

Period of insurance: The period shown in **Your Policy Schedule** for which **You** have paid or agreed to pay the premium.

Policy: The terms and conditions of this **Policy** of insurance.

Policyholder: The person in whose name, or the company name in which, **Keycare** has registered the **Fob**.

Policy schedule: The document headed **Policy Schedule** giving details of the **Policyholder**, **Fob** number, **Cover Limit** and **Period of Insurance**.

Replacement Key: A key to replace an **Insured Key** and includes any reprogramming of infrared handsets, immobilisers and alarms necessitated by such replacement of the **Insured Key**.

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.

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

Territorial limits: Worldwide.

Vehicle hire charges: The standard charges (excluding any optional extras) up to a maximum of €50 a day to hire a vehicle for a period of up to three days.

Waiting Period: A period of 48 hours commencing when the loss of the **Insured Key** is first reported to **Keycare**.

Wear and Tear: The gradual loss of an **Insured Key's** ability to function exactly as it was designed to do by the manufacturer due solely to the passage of time and repeated usage.

You/Your: The **Policyholder**, any **Immediate Member** of the **Policyholder's** family permanently living with the **Policyholder** at the same address as the **Policyholder** during the **Period of Insurance** and any named driver on the **Policyholder's** car insurance. Where the **Policyholder** is a company this includes employees of the company, employed by the company during the **Period of Insurance**, who are authorised to use the relevant car or property.

WHAT IS COVERED

1. 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** cover **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** cover **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

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Cover Limit cover **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** cover **You** in respect of **Locksmith Charges** incurred in gaining entry to **Your** vehicle;

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** cover **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** cover **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 / broken in a lock by **You**, the **Insurer** will cover **You** up to €50 per claim in respect of the cost of a **Replacement Key** and **Locksmith Charges**.

2. Pay a €10 reward to the finder of **Your** lost **Insured Key**.
3. Provide **You** with the services of an emergency helpline 24 hours a day, 365 days a year.

WHAT IS NOT COVERED

The **Insurer** will not cover **You** in respect of:

- a) Any amount which, or total amounts to the extent that they, exceed the **Cover Limit** in any **Period of Insurance**.
- b) Any **Insured Event** not reported to **Keycare** within 45 days.
- c) Sums claimed where **You** do not submit valid receipts or invoices to **Keycare**, for payments **You** have made, within 120 days of the **Insured Event**.
- d) Any expenditure incurred without prior authorisation from **Keycare**.
- e) Costs relating to a key broken / broken in a lock which exceed the €50 limit per claim, accidental damage to the key only and damage to locks only.
- f) **Insured Keys** lost by or stolen from someone other than **You**.
- g) Any **Insured Key** which is not deemed lost because it is in the possession of an **Immediate Member** of the **Policyholder's** family.
- h) The cost of replacing lock barrels, steering columns or faulty electronic control units or costs arising from **Wear and Tear** and/or general maintenance of locks and keys.
- i) Replacement locks or keys of a higher standard or specification than those replaced.
- j) Charges or costs incurred where **Keycare** arranges for the attendance of a locksmith or other tradesman, agent or representative at a particular location and **You** fail to attend.
- k) Charges or costs incurred where **You** make alternative arrangements with a third party once **Keycare** has arranged for a locksmith or other tradesman, agent or representative to attend a particular location.
- l) 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 attached to the **Fob**.
- m) Any loss of earnings or profits which **You** suffer as a result of the loss or theft of an **Insured Key**.
- n) Claims arising from any reckless, deliberate or criminal act or omission by **You**.
- o) An **Insured Event** which occurs outside the **Period of Insurance**.
- p) Replacement keys exceeding the number of keys lost or exceeding the number of keys supplied with a standard lock replacement.
- q) Any loss of an **Insured Key** which occurs during a riot or a civil commotion.
- r) Any costs incurred by the **Policyholder** in making a claim under the **Policy**.

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CLAIMS PROCEDURE AND CONDITIONS

Theft

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

Making a Claim

You must report any claim to **Keycare** as soon as possible and within 45 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** will send **You** two copies of the **Statement of Facts** based on the information **You** have supplied. This is the information **Keycare** 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**), together with one copy of the **Statement of Facts** and any necessary supporting documents, to **Keycare** within 120 days of the **Insured Event**.

Supporting Documents

When **You** make a claim in respect of vehicle keys, **You** must, if requested provide a valid vehicle licencing certificate, or, a contract or lease agreement containing the registration number of the vehicle.

When **You** make a claim in respect of other keys, **Keycare** 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, however the total sum payable in each **Period of Insurance** cannot exceed the **Cover Limit**.

Fraud

If **You** make a fraudulent claim under this **Policy** (including exaggeration of the claim or submitting falsified or forged documents), the **Insurer** is not liable to pay the claim and may recover any sums it has paid to **You** in respect of that claim.

CLAIMS SETTLEMENT

If **Your** claim is handled on a 'Pay and Claim' basis or if **You** use a locksmith or dealer of **Your** choice **You** will have to pay the costs upfront and **Keycare** will reimburse **You** on receipt of valid receipts/invoices.

Keycare cannot guarantee to replace **Your** keys on the same day that **You** report the claim as keys may need to be ordered and may not be carried by locksmiths or dealers as standard.

If as a result of losing an **Insured Key** **You** feel that a **Security Risk** exists **You** should replace the locks within the **Waiting Period**; however all costs must be paid for by **You**. If after the **Waiting Period** the **Insured Key** is not found the **Insurer** will reimburse **You** for any costs incurred, up to the **Cover Limit** detailed in **Your Policy Schedule**. If **You** have not replaced the locks within the **Waiting Period** and a **Duplicate Key** exists, the **Insurer** will only reimburse **You** for a **Replacement Key** if the **Insured Key** is not found.

Where an **Insured Key** has been lost and there is no **Security Risk** the **Insurer** will not pay for any costs until the **Waiting Period** has elapsed. If after the **Waiting Period** the **Insured Key** is not found and no **Duplicate Key** exists, the **Insurer** will reimburse **You** for a **Replacement Key**, **Locksmith Charges** or **New Locks**. If a **Duplicate Key** exists, the **Insurer** will only reimburse **You** for a **Replacement Key**.

If during the **Waiting Period**, the **Insured Key** is found the **Insurer** will not pay any of **Your** costs; however, **Keycare** will pay a €10 reward to the finder of **Your** lost **Insured Key**.

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The **Onward Transport Costs** benefit can also be used, at the discretion of **Keycare**, to cover the cost of public transport to get **You** to **Your** home or original destination or to retrieve a **Duplicate Key**.

OTHER CONDITIONS

Cancellation by the Policyholder

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 start 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.

If **You** cancel the **Policy** **You** must remove the **Fob** from the **Insured Keys** as **You** no longer have any cover. If **You** fail to remove the **Fob** from **Your** keys and they are subsequently found **Keycare** are not liable to pay a reward or recover **Your** keys.

Cancellation by the Insurer

Where there is a valid reason for doing so the **Insurer** and/or **Keycare** may cancel the insurance by giving the **Policyholder** seven days' notice in writing sent to the last known address of the **Policyholder**. Valid reasons for cancellation may include but are not limited to:

- Where **You** have given incorrect information and fail to provide clarification when requested;
- Where **You** breach any of the terms and conditions which apply to **Your Policy**;
- Where we reasonably suspect fraud*; or
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers, by **You** or any person acting on **Your** behalf

*If **You** make a fraudulent claim, the **Insurer** may treat the insurance as having been terminated with effect from the time of the fraudulent act. If the **Insurer** treats the insurance as terminated, it may refuse all liability in respect of an **Insured Event** occurring after the fraudulent act and not return any premium paid.

Applicable 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 Ireland will apply.

Assignment

This **Policy** may not be assigned in whole or in part without the written consent of the **Insurer**.

Privacy Policy:

How we handle your data

What personal data does Keycare hold about me?

Key Assistance Limited ("Keycare") has received your personal data in relation to your Keycare insurance policy or your Recovery and Assistance cover ("the Policy"). It receives it directly from the firm which sold you the Policy ("your Policy Seller") or from you when you contact Keycare in relation to the Policy. The personal data consists of the following (or some of it): full name and title, full address, date of birth, contact telephone numbers, email address, make and model of vehicle and vehicle registration number, and (in limited circumstances) bank and credit card details. (It includes data supplied by you or your Policy Seller about any other person named on the Policy and you should make this Privacy Policy available to them.)

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What does Keycare do with my personal data?

Keycare is a Data Controller in relation to the data that it processes about you. Your Policy Seller is also a Data Controller in relation to any data that it processes about you and it will process data in accordance with its own Privacy Policy which will be issued separately by it.

Keycare will use your personal data for any one or more of the following purposes:

- To administer the Policy;
- To communicate with you for any purpose in relation to the Policy (including renewal options) by letter, telephone, fax, email or text message;
- To communicate with your Policy Seller for any purpose in relation to the Policy by letter, telephone, fax or email.

What is Keycare's legal basis for holding my personal data?

The legal basis of processing is:

- That the processing is necessary for the performance of the contract of insurance, namely the Policy (including sending your documents to you, dealing with any claim and administration of the Policy);
- That the processing is necessary for the purposes of the legitimate interests pursued by Keycare (including sending you a renewal notice or for any other matters arising from the Policy not covered in the bullet point above).

Additionally, on the basis of your explicit consent, Keycare may process special category data (such as information relating to your health) where this is provided to Keycare to enable you to be given any extra assistance which you may require in relation to the Policy.

Will Keycare transfer my personal data to third parties?

Keycare may transfer your personal data (including any special category data) to the Insurer which underwrites the Keycare and Keycare Plus Policies (Mapfre Asistencia Compania Internacional de Seguros Y Reaseguros S.A trading as Mapfre Assistance Agency Ireland) and communicate with the Insurer in relation to the Policy by letter, telephone, fax or email. The Insurer may use your personal data for all purposes relating to the Policy and its underwriting and may communicate with you in relation to the Policy by letter, telephone, fax or email. For more details of how the Insurer collects, uses and shares your personal data please refer to the Policy.

Keycare will transfer your personal data to third parties where this is necessary to administer the Policy. Such third parties include Key Care Limited, the parent company of Keycare, locksmiths and key providers providing services under the Policy who may in turn from time to time use third parties to perform such services. They may use your personal data to provide services to you under the Policy and may communicate with you by letter, telephone, fax, email or text message in relation to the Policy.

Keycare may transfer your personal data to third parties where this is necessary or desirable for the legitimate business interests of Keycare or as required by law.

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Will Keycare transfer my personal data outside the Republic of Ireland?

Keycare will only transfer your data to third parties within the European Economic Area or (subject to any relevant legal safeguards) the United Kingdom.

How long will Keycare hold my personal data?

Keycare will update your personal data from time to time based on information received from your Policy Seller or from you directly. In order to comply with tax, financial services regulations and other applicable legislation, Keycare will hold your personal data for the duration of the Policy and for six years after it ends, at which time it will be destroyed.

Will Keycare use my personal data for marketing?

Keycare will not use your personal data for marketing purposes (other than, in limited circumstances, to contact you prior to the expiry of the Policy in connection with its renewal or upgrade, as the renewal will normally be handled by your Policy Seller).

Updates to this Privacy Policy

From time to time Keycare may make changes to its Privacy Policy to take account of changes in legislation and practice. The latest version will be available at <http://key.care/mapfreprivacy.policy>.

What are my rights under Data Protection Legislation?

You have the right to request from Keycare access to and rectification or erasure of personal data or restriction of processing concerning you and to object to processing. In addition, you have the right to data portability. Any questions you may have about data protection should be addressed to the Group Compliance Manager at Keycare at the address below.

You have the right to lodge a complaint with the Data Protection Commission (www.dataprotection.ie).

How do I object to Processing of my Personal Data by Keycare?

Keycare may process your personal data for the purposes of its legitimate interests, including contacting you prior to the expiry of the Policy in connection with its renewal.

You have the right to object to processing by Keycare for the purposes of Keycare's legitimate interests.

If you wish to exercise this right, please contact the Data Protection Officer at the address below.

Keycare Assistance Limited, 77 Camden Street Lower, St Kevins, Dublin 2. Telephone: 01 506 0365 **Email:** DPA@keycare-assistance.ie

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