





# The benefits of your policy

- O 24 hour, 365 days a year emergency helpline.
- Access to a nationwide network of locksmiths.
- Keys attached to your SmartFob recovered anywhere in the world.
- Any of your keys attached to the SmartFob issued by Keycare are covered.
- Keycare pay the finder of your keys a £10 reward. You will not be asked to contribute.
- No details of the key owner are given to the finder, guaranteeing confidentiality and security.

# in safe hands

Welcome to SmartFob. We all know that losing your keys, or having them stolen is frustrating and upsetting. As a SmartFob policyholder you can relax in the knowledge that should this happen you are only a phone call away from help.

This is your policy booklet. It sets out the details of your policy.

### Please keep these documents safe.

Your SmartFob must be attached to your keys immediately to validate your cover.

Make a note of your SmartFob number in the space below. This can be found on the reverse of your key fob.



If your keys go missing call our 24 Hour Emergency Helpline number immediately.



0345 040 1000 Save this number to your mobile phone

Technical Helpdesk number 0345 040 1001

# Looking after your keys

- Never have anything containing your name and address attached to your keys.
- Never leave your keys under doormats, on a string through the letterbox, under a stone, on top of a door or window frame etc. An opportunist thief may be watching.
- Never leave doors or windows open when you go out. If you can get in so can a burglar.
- Always leave a spare set of keys with a trusted neighbour, friend or family member.
- Try not to keep all your keys on one key ring.
- Sophisticated security measures now fitted as standard to new vehicles mean criminals are trying new methods of vehicle crime. This means stealing the keys to your vehicle first. Burglars have been known to break into houses and offices just to steal vehicle keys.
- Do not leave vehicle keys close to the front door where they can be seen.
- NEVER leave your keys in your vehicle, not even for a second.
- This is especially important when at a fuel station or when loading or unloading your vehicle.
- Always lock your vehicle when leaving it.

If your keys go missing call our 24 Hour Emergency Helpline number immediately.

**C** 0345 040 1000

Technical Helpdesk: 0345 040 1001







### **ABOUT YOUR SERVICE**

You have taken out the Service provided by Keycare subject to the terms and conditions, for any loss of keys which occurs within the Territorial Limits and during the Period of Service, for which You have paid or agreed to pay the fee.

Your Service is administered by Keycare. Your Service provides recovery and Locksmith Assistance in the event that Your keys are lost.

### COMMENTS AND COMPLAINTS

We hope **You** will be completely happy with the **Service**; however, if **You** are not satisfied, we would like to know about it. If **You** have a complaint please contact: Complaints, Keycare Ltd, 2-3 Quayside House, Quayside, Salts Mill Road, Shipley, BD18 3ST. Tel: 0345 303 0550. Fax: 0845 075 6180. Email: complaints@keycare.co.uk

### DEFINITIONS

Certain words have specific meanings and wherever they appear they have been printed in bold to help **You** identify them.

 $\mbox{\bf Service:}$  As provided in these terms and conditions and any changes to them.

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

**Fob:** The numbered **Key Fob** issued to the **Fob holder** by **Keycare**, which **Keycare** has registered in the **Fob holder's** name.

**Keycare:** Key Care Limited, 2-3 Quayside House, Quayside, Salts Mill Road, Shipley, BD18 3ST.

**Key:** Any of **Your** keys that are attached to the **Fob** during the **Period** of **Service**.

**Locksmith assistance:** Access to a nationwide network of approved locksmiths.

**Period of Service:** A period of 12 months for which **You** have paid or agreed to pay the premium.

Territorial Limits: Worldwide.

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

### **GENERAL CONDITIONS**

### 1. CANCELLATION

The **Fob holder** may cancel this cover at any time. If the **Fob holder** cancels within 14 days of either receiving documentation or from the inception date of the **Service** (whichever is the later) then any premium paid by the Fob holder will be returned to the **Fob holder** (provided that no claims have been made) If the **Fob holder**cancels outside this period, there is no entitlement to a refund of premium. **Keycare** may cancel this **Service** at any time by giving seven days' notice in writing sent to the last known address of the **Fob holder**.

### 2. FRAUD

If fraudulent use is suspected **Keycare** reserve the right to withdraw the **Service** at any time, without prior notice.

### WHAT THE SERVICE COVERS

If during the **Period of Service** and within the **Territorial Limits** a **Key** is lost **Keycare** will:

- 1. Provide an emergency helpline 24 hours a day, 365 days a year
- 2. Pay a £10 reward to the finder of a lost Key
- 3. Recover lost Keys to the Fob holder
- 4. Provide locksmith assistance to the Fob holder

### WHAT THE SERVICE DOES NOT COVER

Keycare will not cover You in respect of:

- 1. Keys lost from someone other than  $\mathbf{You}$
- 2. Loss of a Key which occurs outside the Period of Service
- 3. Any charges relating to Locksmith Assistance provided

### RECORDING CALLS

All telephone calls to **Keycare** are recorded to help monitor quality standards and assist with staff training.

### DATA PROTECTION

For information on how **Keycare** handle **Your** data please refer to the separate Privacy Policy. The latest version of our Privacy Policy is also available to view and download on our website – www.keycare.co.uk.

### **SMARTFOB**

### DEFINITIONS

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

**App:** The Keycare SmartFob mobile app (including any upgrades, updates or replacement app).

**App Store:** The Apple App Store, Google Play Store (or any other similar app distribution platform).

**Battery:** The battery used in the **SmartFob** to enable it to operate satisfactorily.

**Battery Limit:** The limit on replacement of the **Battery** is one per **Period of Service** (other than in the event of a faulty replacement **Battery** provided by **Keycare**).

**Revocation Action:** any action which is not permitted, and which will lead to the revocation of the licences to use the **Smartfob**.

SmartFob: The electronic fob known as the SmartFob (using Bluetooth) issued to the Fobholder by Keycare, which Keycare has registered in the Fobholders name and address.

**SmartFob Limit:** The limit on replacement of the **SmartFob** is one per **Period of Service** (other than in the event of a fault).

**Instructions:** The instructions for the operation of the **SmartFob** provided to the **Fobholder** by **Keycare**.

**Location Data:** location data relating to the **SmartFob** tracked by the **App**.

**Smartphone:** the smartphone or device used in conjunction with the **Smartfob**.

### LICENCES

Keycare grants the Fobholder a non-exclusive, nontransferable licence to use the SmartFob during the Period of Service for the purpose of attaching it to a keyring containing Keys to assist in finding the location of such Keys. Such licence is subject to the Fobholder using the SmartFob for this purpose in accordance with the Instructions and taking reasonable care of the SmartFob.

**Keycare** grants the **Fobholder** a non-exclusive, nontransferable licence to use the **App** during the **Period of Service**, subject to the **Fobholder** agreeing to be bound by the terms of use of the **App** as set out in the Appendix.

Where the **Fobholder** has additional **SmartFobs** pursuant to the service, the licences granted to the **Fobholder** extend to the users of such additional **SmartFobs**, subject to their compliance with the licence conditions.

### SERVICE AND REPLACEMENT

If during the **Period of Service** and within the **Territorial Limits, Your SmartFob** becomes faulty, Keycare will provide
You with a replacement **SmartFob**, provided that **You**have taken reasonable care of the **SmartFob**, used it in
accordance with the **Instructions** and have not, directly or
indirectly, caused it to cease to operate.

If during the Period of Service and within the Territorial Limits, the Battery runs down so that Your SmartFob does not operate satisfactorily Keycare will, subject to the Battery Limit, procure that Keycare will provide You with a replacement Battery (provided that such replacement will not apply to any battery for the Smartfob purchased or acquired by You other than through Keycare).

If during the **Period of Service** and within the **Territorial Limits, You** lose **Your Smartfob** or otherwise require a replacement, you may apply to **Keycare** for a replacement **Smartfob** which will be provided (subject to the provisions of this Schedule) on payment of a fee, details of which are available from **Keycare** on request.

### **DATA SHARING**

In order for the **Smartfob** to locate the **keys, You** need to enable and share location data on **Your Smartphone**. The **Fobholder** agrees to the sharing of **Location Data** and to the operation of the **Smartfob** as set out in **Keycare's Privacy Policy.** 

### **REVOCATION OF LICENCES**

**Keycare** may revoke the licences to use the **SmartFob** and the **App** with immediate effect in the event of breach of the terms or other misuse by the **Fobholder** (or any other person). This includes any of the following **Revocation Actions** by the **Fobholder**:

- a) use, or attempted use, for commercial benefit or for the benefit of third parties or in any manner not permitted by the terms of the licences;
- b) use, or attempted use, in a manner which breaches any law or regulation or constitutes a criminal action;
- c) use, or attempted use, in any manner which is intended to cause, or has the effect of causing, detriment to **Keycare**, or to any third party;
- d) use, or attempted use, to track the location of, or collect any personal information from, any natural person other than in accordance with the terms of the licences:
- e) use, or attempted use, to track anything other than Keys;
- f) interception or "sniffing" the communication packets between the Smartfob hardware and mobile devices or attempting to reverse engineer the Smartfob Bluetooth low energy profile or Smartfob protocol;
- g) accessing, tampering with, using non-public areas of the Smartfob services, Keycare's computer systems, or the technical delivery systems used for Smartfob;
- h) interfering with, or attempting to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming or email bombing the **Smartfob** services;
- attempting to access or search the **Smartfob** services or content or download content through the use of any tool, device or mechanism (including spiders, robots, crawlers, data mining tools or similar) other than through the software and search facilities provided by **Keycare** (or other generally available third party web browsers);
- j) enabling, or attempting to enable, any third party to do any of the above;
- k) any other action of a similar nature to the above.

The decision as to what constitutes breach of the terms or other misuse for this purpose shall be determined by Keycare in its sole discretion.

### RETURN OF THE SMARTFOB

On revocation, termination or expiry of the licences to use the **SmartFob** and the **App**, the **Fobholder** is required to cease use immediately and, at their own expense and risk, to return the **SmartFob** to **Keycare** within seven days of a request being made by **Keycare** to this effect.

### CANCELLATION OF SERVICE

Revocation of the licences to use the **Smartfob** and the **App** shall automatically cancel the **Service** with immediate effect.

**Keycare** may cancel the **Service** by giving the **Fobholder** seven days' notice in writing sent to the last known address of the **Fobholder** in the event that the **Fobholder** takes any action which, directly or indirectly, has the effect of preventing the satisfactory operation of the **Smartfob; no refund of the premium will be made.** 

### LIMITATION OF LIABILITY

Smartfob is an aide to assist in finding Keys. Smartfob does not guarantee that Keys will be found when using Smartfob, nor does it guarantee that the Smartfob, the App or a combination of both will operate error free or be available at all times. To the extent permitted by law, Keycare shall not be liable for any loss (whether direct or indirect) arising out of the Fobholder's use of, or inability to use, the App or the Smartfob.

# TERMS OF USE OF THE KEYCARE SMARTFOB APP CONSENT TO TERMS OF USE

 By downloading the App the Fobholder agrees to be bound by these Terms of Use of the App and any amendments thereto.

### DOWNLOADING THE APP

- By downloading the **App** the **Fobholder** agrees that **Keycare** and not the **App Store** is responsible for the **App** in accordance with these terms of Use.
- By downloading the App the Fobbolder agrees to comply with the terms of service of the App Store in all respects.

### LICENSE

- 4. The App utilises in-built Global Positioning System functionality on Your Smartphone to report the location of the SmartFob and the Fobholder can see the location of Smartfob on a map using the location functionality on the Smartphone. The App monitors the distance between Your Smartphone and the SmartFob by analysing the signal strength of the Bluetooth connection. If the Bluetooth connection is lost, the last connected location will be stored in the App.
- 5. Keycare grants the Fobholder a non-exclusive, non-transferable licence to download and use the App on any compatible Smartphone either owned by the Fobholder (or owned by an Immediate Member of the Fobholder's family and normally used by the Fobholder) for the purpose of tracking Keys.
- 6. The Fobholder may not
  - a) sell, sub-licence, redistribute, transfer or otherwise dispose of the **App**;
  - b) copy, decompile, reverse engineer, disassemble, modify, attempt to derive the source code or create derivative works of the **App** or any part thereof;
  - c) make the functionality of the **App** available to multiple users through any means;
  - d) attempt to use the **App** for any purpose not specified in these Terms of Use.

## How to contact us if your keys are lost

# **C** 0345 040 1000

# Technical Helpdesk 0345 040 1001



Authorised and regulated by The Financial Conduct Authority registration no. 309514

This policy is administered by Keycare Limited

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Registered in England No.1309093