

ACCIDENT & GENERAL

MOTOR ASSISTANCE / TERMS & CONDITIONS



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IN CASE OF EMERGENCY & TO ARRANGE BREAKDOWN ASSISTANCE PLEASE CONTACT :

MAPFRE ASSISTANCE ON (00353) 91 501 616

PLEASE STATE THAT YOU HAVE AN ACCIDENT & GENERAL MOTOR ASSISTANCE POLICY, GIVING YOUR POLICY REFERENCE

This policy has been specially arranged by Accident & General Insurance Services Ltd.

We will provide the services and benefits described in this policy:

- during the Period of Insurance
- within the Geographical Limits
- subject to the Limits of Cover, and all other terms conditions and exclusions contained in this policy
- following payment of the appropriate premium for the level of cover selected
- Benefits under this policy is offered by Mapfre Assistance Agency Ireland (which is a registered trading name in Ireland of MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA).

This policy is effected in Ireland and is subject to the Laws of the Republic of Ireland

This policy is provided on behalf of Accident& General Insurance Services Ltd, 6 Leopardstown Office Park, Burton Hall Avenue, Sandyford Dublin 18, D18 P6F5

Tel: (01) 874 8458 / E-mail: sales@accidentgeneral.ie

Accident & General Insurance Services Limited is regulated by the Central Bank of Ireland as a Multi Agency Intermediary

DEMANDS AND NEEDS

This travel insurance policy will suit the Demands and Needs of an individual, or group (where applicable) who are travelling to countries included within the policy terms and who wish to insure themselves against the unforeseen circumstances/events detailed in this policy booklet. Subject to terms and conditions and maximum specified claim limits.

IMPORTANT

This policy will have been sold to **you** on a non- advised basis and it is therefore important for **you** to read this information carefully (paying particular attention to the terms and conditions and exclusions) to ensure that it meets all of **your** requirements. **You** may already possess alternative insurance(s) for some or all of the features and benefits provided by this product; it is **your** responsibility to investigate this.

IMPORTANT VEHICLE HEALTH CHECK

The insurance operates on the basis that **You** will have had **Your** vehicle properly serviced and maintained in accordance with the manufacturer's specifications, especially when preparing it for a **Trip** abroad. In particular we will expect **You** to have replaced parts which a pre-trip inspection has indicated may be reaching the end of their normal life, for example the friction linings in clutch or brakes.

Don't forget that replacing such items abroad will disrupt **Your Trip**, may not be practicable within **Your** travel timescale, and could cost **You** significantly more than in Ireland.

And – have **Your** vehicle checked in plenty of time before **Your** departure date so that **Your** garage can fix any problem they discover. If **you** leave the pre-**Trip** check to the last ten days then the benefit under Section 1 – Cover Prior to Departure – will NOT apply.

Keep proof of regular servicing in **Your** vehicle, with **Your** handbook or travel documents.

If **You** call us for assistance, and **Our** mechanic reports to us that it is evident **You** have not maintained **Your** vehicle in a state fit to undertake the **Trip** and return **You** home safely, **You** will have to pay all the costs arising from **Our** intervention.

REMEMBER, TO COMPLY WITH THE INSURANCE TERMS AND CONDITIONS YOU MUST CONTACT US BEFORE INCURRING EXPENSES OVER € 200 IN ORDER TO OBTAIN OUR PRIOR AUTHORIZATION

MEANING OF WORDS

Wherever the following words and phrases appear in this Policy they will always have these meanings:

GEOGRAPHICAL LIMITS

The following countries: Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Islands, Channel Islands, Corsica, Cyprus, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Great Britain, Hungary, Italy, Liechtenstein, Luxembourg, Malta, Monaco, Netherlands, Northern Ireland, Norway, Poland, Portugal, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üsküdar.

HOME

The Policyholders principal place of residence in Ireland shown on the schedule.

INSURED PARTY

Insured Persons, being authorised occupants of the Insured Vehicle during the **Trip**, in respect of which the appropriate premium for the vehicle cover has been paid.

INSURED PERSON(S) / YOU / YOUR / POLICY HOLDER / DRIVER

Each person named on the schedule and for whom the appropriate premium has been paid, who is resident in Ireland, or any person driving an insured vehicle, and any passengers in the insured vehicle (**We** will help up to 8 people including the driver).

INSURED VEHICLE

The vehicle described on the Schedule, owned by or the responsibility of the Policyholder or his/her immediate family:

- being a car, motorised caravan, light van, estate car or 4x4 sport utility vehicle together with a towed caravan or trailer registered in Ireland and normally kept at the Policyholders Home
- must be less than 11 years old at the date of departure of the planned **Trip** or less than 16 years old if the additional premium has been paid;
- not used by **You** during the **Trip** as a taxi or minicab or for the carriage of commercial goods; each not exceeding the following gross vehicle weight and dimensions (which apply inclusive of any load carried): 3,500 kg; length 7m; height 3m; width 2.25m; carrying not more than the number of persons recommended by the vehicle manufacturer, each person must be provided with a seat and seat belt, and the most who can be insured are eight persons, including the driver.

IRELAND

The island of Ireland

LIMITS OF COVER

Unless stated to the contrary, **Our** maximum liability in any one Period of Insurance is limited to the amount stated in each Section. If in the course of a **Trip You** suffer a claim which uses up all of a benefit limit under a certain Section, then **We** may ask for additional premium to reinstate cover under that Section of the Policy.

PERIOD OF INSURANCE

The period shown on the schedule and for which the appropriate premium has been paid. Cover also applies during **Your** direct outward and return journeys from and to Home. Cover for Section 1 begins up to seven days before **You** commence **Your Trip**. Cover for all other sections applies for the length of **Your Trip**.

Please note: During the annual Period of Insurance **You** will be covered for Trips **You** undertake in the Geographical Limits, on condition that the total period **You** spend travelling on such Trips does not exceed a total of 60 days (irrespective of the number of individual Trips **You** undertake).

TRIP

A journey **You** undertake in the Insured Vehicle within the countries of the Geographical Limits, during the Period of Insurance, commencing and ending in Ireland, and each not exceeding 31 consecutive days.

Please note: Cover applies door-to-door, so all the appropriate benefits apply within Ireland during **Your** direct journeys between home and the port or international rail terminal. **You** will be asked to demonstrate that **You** are planning or undertaking a journey abroad, for example by providing evidence of a sea crossing or accommodation booking.

Due to DP, we may not be able to validate the booking with ferry company if quote no. provided

If, however, **Your Trip** is planned to exceed 31 consecutive days in length, then no cover at all will apply under this Policy in respect of that **Trip** and **You** will need to make alternative insurance arrangements.

WE, OUR or US

Means MAPFRE ASISTENCIA Compañia de Seguros y Reaseguros SA, trading as MAPFRE ASSISTANCE Agency Ireland, is authorised by Dirección General de Seguros y Fondos de Pensiones del Ministerio de Economía y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. The principal place of business of MAPFRE ASSISTANCE Agency Ireland is at Ireland Assist House, 22-26 Prospect Hill, Galway. Registered in Republic of Ireland. Reg No 903874.

SECTION 1 – COVER PRIOR TO DEPARTURE

If the Insured Vehicle is lost, immobilised or made unroadworthy as a result of breakdown, accident, fire or theft occurring in the seven days immediately before **Your** arranged departure date, **We** will pay up to €1,000 in total under this Policy towards:

- Hire of an equivalent replacement vehicle, where available, to enable **You** to carry out **Your** original **Trip** if:
 - a) The Insured Vehicle, if stolen, is not recovered before **Your** arranged departure date.
Or
 - b) The Insured Vehicle cannot be repaired within 24 hours following the booked time of departure for the **Trip**. **We** will pay for the rental charge, collision damage waiver and any necessary drop-off charge.
- The additional cost of rebooking any sea crossing missed as a result of the incident giving rise to a claim (or, where **Your** original route is unavailable, the nearest suitable alternative sea crossing), if the Insured Vehicle is repaired within 24 hours after the original time **You** had planned to depart on the **Trip**.

Any claim involving the hire of a replacement vehicle must have **Our** prior approval. **You** must contact **Us** as soon as **You** know **Your** vehicle may be unavailable for the planned **Trip**.

Your claim must be supported by a letter from a garage confirming:

- the regular maintenance and servicing of **Your** vehicle.
- precise details of the breakdown or damage.
- breakdown, when occurring, was sudden and unforeseen.
- repairs cannot be effected before the date **You** plan to begin

If no suitable replacement vehicle is available for **You** to take out of Ireland then **We** will arrange and pay for **You** to reach **Your** port of departure by the most appropriate means, and will arrange for a replacement vehicle, where and when available, at the port where **You** arrive abroad, within the overall maximum of €1000.

WHAT IS NOT COVERED:

- any claim resulting from breakdown, accident, fire, or theft occurring before purchasing this policy
- any claim resulting from breakdown if **You** have purchased this insurance less than TEN days before **Your** planned date of departure.
- any claim when actual or imminent breakdown of **Your** vehicle is diagnosed or discovered in the course of a service carried out less than TEN days prior to **Your** planned date of departure.
- loss of use of a vehicle hired to **You**.

- the cost of fuel and oil used in any replacement vehicle.
- the cost of any optional Personal Accident insurance or other benefit not specifically covered under this Section.
- anything mentioned in the General Exclusions.

SECTION 2 – ROADSIDE ASSISTANCE

If the Insured Vehicle is immobilised or made unroadworthy during a **Trip** as a result of fire, theft, accidental damage or breakdown, **We** will arrange, and pay up to a maximum under this Policy of €350, for roadside assistance and, if necessary, transport the Insured Person(s) and the Insured Vehicle to the nearest suitable repairer.

Any garage or specialist undertaking repair work (other than at the roadside) will be acting as **Your** agent for such repair work. We are not responsible for the cost and quality of any repairs.

WHAT IS NOT COVERED:

- a) more than 1 hour labour roadside assistance
- b) the cost of replacement parts or other materials.
- c) the use of specialist off-highway- recovery equipment or winching costs.
- d) Trips solely within Ireland.
- e) anything mentioned in the General Exclusions.

FOR MOTOR ASSISTANCE UNDER THESE SECTIONS CALL MAPFRE ASSISTANCE ON (00353) 91 501 616

SECTION 3 – BREAK-IN EMERGENCY REPAIRS

In the event of a theft (or attempted theft) of the Insured Vehicle or the contents contained in the Insured Vehicle during the **Trip**, **We** will pay up to €250 in total under this Policy for immediate emergency repairs and/or replacement parts, necessary to place the Insured Vehicle in a secure condition to continue the **Trip**.

You must obtain a police report within 24 hours after the incident which gives rise to a claim.

WHAT IS NOT COVERED:

- a) damage to paintwork or other cosmetic items.
- b) costs incurred following **Your** return Home.
- c) Trips solely within Ireland.
- d) anything mentioned in the General Exclusions

SECTION 4 – VEHICLE OUT OF USE

If the Insured Vehicle is lost, immobilised or made unroadworthy during a **Trip** as a result of fire, theft, accidental damage or breakdown, and repairs cannot be completed within 24 hours.

We will pay:

- Up to a maximum of €1,000 in total under this Policy for the additional cost of transporting **You**, with **Your** luggage, to **Your** destination by public transport OR for the immediate hire of an equivalent replacement vehicle, where and when obtainable whilst the Insured Vehicle remains unserviceable. **We** will pay for the rental charge, collision damage waiver and any necessary drop-off charge up to a maximum of €1000. **We** cannot guarantee a like for like replacement vehicle.

OR ALTERNATIVELY

- The cost of local overnight hotel accommodation while **You** wait for repairs to be completed. **We** will pay Bed & Breakfast only costs up to a maximum of €130 per Insured Person with an overall limit of €650 under this Policy, on condition that this cost is additional to, or in excess of, any accommodation costs **You** had planned to pay if the loss of use of the Insured Vehicle had not occurred.

WHAT IS NOT COVERED:

- a) the cost of fuel and oil used in any replacement vehicle.
- b) the cost of any optional Personal Accident insurance or other benefit not specifically covered under this Section.
- c) Trips solely within Ireland.
- d) anything mentioned in the General Exclusions.

SECTION 5 – CAMPING TRIPS

If the tent **You** are carrying with **You**, and using in the course of the **Trip** as **Your** principal overnight accommodation, is made unserviceable through theft or accidental damage:

- **We** will pay the cost of a suitable replacement tent, on a like for like basis where available, for the remainder of the period of the **Trip** up to a maximum of €250. This will be on a Pay & Claim basis. Please retain all receipts for submission with **Your** claim.

OR, where this is not practicable

- **We** will pay up to €130 in total per Insured Person for emergency Bed & Breakfast only expenses (excluding alcohol) over and above those planned, with an overall maximum under this Policy, for all Insured Persons, of €650 in total.

You must report to the local police in the country where the incident occurred within 24 hours of discovery and obtain a written report of the theft.

If You are claiming for accidental damage to the tent You must produce evidence of the damage. For example, photographs or a report from a reputable dealer.

WHAT IS NOT COVERED:

- a) any expenses incurred as a result of adverse weather conditions which do not actually damage the tent so as to render it unserviceable.
- b) loss of use of any tent **You** are not carrying on the **Trip** with **You** or which belongs to a Tour Operator or holiday company.
- c) anything mentioned in the General Exclusions.

SECTION 6 – ALTERNATIVE DRIVER

In the event of the driver being declared medically unfit to drive the Insured Vehicle in the course of a **Trip**, or having to return Home early because of what **We** agree is a serious or urgent reason, and there is no other Insured Person qualified and competent to drive, **We** will pay all necessary additional costs incurred to repatriate the Insured Vehicle to the home address in Ireland up to a maximum of €650. At **Our** option **We** may elect to provide a qualified driver to drive back the Insured Vehicle and passengers.

You must supply at Your own expense all information, evidence and medical certificates as required by Us.

SECTION 7 - REPATRIATION

If the Insured Vehicle is lost, immobilised or rendered unroadworthy during a **Trip** as a result of fire, theft, accidental damage or breakdown:

- **We** will pay the cost of transporting **You**, together with **Your** hand luggage and valuables, back to **Your** Home address in Ireland if the Insured Vehicle cannot be and could not have been repaired (or, in the case of theft, has not been recovered in a roadworthy condition) by the intended time of **Your** return Home. The means of transport to be employed shall be at **Our** discretion, up to a maximum of €500.
- **We** will pay the cost of transporting the Insured Vehicle to **Your** Home address in Ireland if repairs cannot be carried out abroad (or the Insured Vehicle, if stolen, has been recovered but is no longer in a roadworthy condition), by the intended time of **Your** return Home. **We** will pay for necessary garage storage costs and costs of transportation and delivery, up to a maximum of €1,000.

OR

- When agreed in advance by **Us**, **We** will pay the cost of one person to travel to the location of the Insured Vehicle by public transport to drive the repaired vehicle to Home in Ireland up to a maximum of €500.

WHAT IS NOT COVERED:

- a) anything mentioned in the General Exclusions

SECTION 8 – CUSTOM REGULATIONS

If as the result of fire, theft, accidental damage or breakdown occurring outside Ireland during a **Trip**:

- The Insured Vehicle is beyond economic repair, **We** will refer **you** directly to **your** Motor Liability Insurer.
- The Insured Vehicle is not taken permanently out of the foreign country within the limited time allowed after import, or **You** inadvertently fail to observe the import conditions which permit import for a limited time without payment of duty, then **We** will pay **Your** liability for any duty claimed from **You**. **We** will not pay the cost of any other import duties imposed by Customs.

GENERAL CONDITIONS APPLYING TO ALL SECTIONS

- a) **You** must declare to **Us** all facts which are likely to affect this insurance. Failure to do so may prejudice entitlement to claim. If **You** are uncertain as to whether a fact is material, **You** should declare it to **Us**.
- b) **You** must exercise reasonable care for the supervision and safety of the Insured Vehicle. **You** must take all reasonable steps to avoid or minimise any claim.
- c) **We** cannot accept responsibility for the transportation of pet animals or livestock carried within the Insured Vehicle at the time of an insured incident.
- d) **We** will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
- e) If **we** pay a claim under any cover provided by this insurance, **we** will be entitled to ask for all reasonable help from **you** to take action in **your** name to get back **our** costs from another organisation.
- f) **We** may, at any time, pay to **You** **Our** full liability under this Policy after which no further liability shall attach to **Us** in any respect or as a consequence of such action.
- g) **You** must give **Us** written notice of any event which may lead to a claim, within 28 days of **Your** return Home to Ireland. **You** must supply **Us** with a written statement substantiating **Your** claim, together with (at **Your** own expense) all certificates, information, evidence and receipts that **We** require.
- h) If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under the insurance, this Policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to **Us**.
- i) If any dispute arises as to the Policy interpretations, or as to any rights or obligations under the Policy, **We** offer **You** the option of resolving this by using the Arbitration procedure **We** have arranged. Please see the details shown in the Complaints Procedure. Using this service will not affect **Your** legal rights.

- j) **You** will be required to reimburse to **Us**, within one month of **Our** request to **You**, any costs or expenses **We** have paid out on **Your** behalf which are not covered under the terms of the insurance.
- k) **You** must pay the appropriate premium for the full number of days comprising **Your** planned **Trip**. If **Your** **Trip** is planned to exceed the number of days for which **We** offer insurance then no cover at all shall apply in respect of that particular **Trip** and **You** will need to make alternative insurance arrangements.
 - l) At the time of a claim, at **Our** request **You** must provide evidence of proper servicing of **Your** vehicle.
 - m) A garage or specialist undertaking repair work on **Your** instructions and which is not specifically covered under this insurance will be acting as **Your** agent for such repair work.
 - n) Service will be provided only to the Insured Vehicle, details of which have been supplied to **Us**.

GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

No Section of this Policy shall apply in respect of:

- a) Claims arising from circumstances which were known to **You** at the time of applying for this insurance or at any time prior to the commencement of the Period of Insurance, or claims arising as a result of a material fact or facts, which have not been disclosed to **Us** prior to the commencement of the Period of Insurance.
- b) Vehicles which have not been maintained and operated in accordance with the manufacturer's recommendations; a previous inadequate repair; unsuccessful d.i.y. dismantling and/or reassembly; kit cars; and any recurring claim due to the same cause, where action has not been taken to correct the fault.
- c) Loss, damage or expense which at the time of happening is insured by, or would, but for the existence of this Policy, be insured by any other existing certificate, Policy or any motoring organisation's service. If **You** have any other Policy in force which may cover the event for which **You** are claiming, **You** must tell **Us**.
- d) Costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which **You** would have paid for in any case).
- e) The Insured Vehicle temporarily disabled by floods or snow-affected roads, or **Your** having caused the Insured Vehicle to become embedded in sand or mud.
- f) Claims arising from motor racing, rallies, speed or duration tests or practising for such events.
- g) Claims arising from a previously inadequate repair to the Insured Vehicle.
- h) Claims arising from loss of or damage to contents of the Insured vehicle.
 - i) Vehicles being used by **You** for hire or reward during the **Trip**.
 - j) Any deliberately careless or deliberately negligent act or omission by **You**.
 - k) Any losses caused by war, revolution or any similar event.
 - l) Any losses caused by :
 - a) Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste.

- b) Which results from burning nuclear fuel: or
- c) Radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
- m) Loss or destruction or damage or any expense whatsoever resulting from: ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- n) Delay, loss, damage, injury or consequential loss, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device, or any computer software or stored programme to correctly recognise any date as the calendar date or to continue to function correctly in respect of or beyond that date.
- o) The cost of telephone calls when contacting **Us**. Whenever possible **We** will call **You** back as soon as possible.
- p) Consequential loss of any kind arising from the provision of, or any delay in providing, the services to which this Policy relates, unless negligence on **Our** part can be demonstrated.
- q) Any claim when **You** have not paid the appropriate premium for the full number of days comprising **Your** planned **Trip**, irrespective of when the incident giving rise to the claim may occur.
- r) Any fines, parking charges or congestion charges arising under this Policy
- s) Any specialist off-highway-recovery equipment or winching costs. Any vehicle or equipment used other than a standard recovery vehicle would be considered as specialist
- t) **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

- or to our agents who provide services on your behalf under the policy;
- to confirm, maintain, update and improve our customer records;
- to identify and market products and services that may be of interest to you, (subject to your prior consent);
- to analyse and develop our relationship with you;
- to help in processing any applications you may make;
- to carry out studies of statistics and claim rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults;
- for statistical studies by us and/or any sectorial organisation in Europe.

Where you have given your consent, we may share some of your personal information with our partner companies or companies within our group so that they can provide you with information about other products, services and promotions that may be of interest to you by letter, telephone, SMS or e-mail.

We will only disclose your personal information to third parties if:

- it is necessary for the performance of your policy of insurance with us;
- you have given your consent, including marketing consent; or
- such disclosure is required or permitted by law.

You can change your mind about your marketing consent at any time by contacting our **Data Protection Officer**:

**Ireland Assist House
22-26 Prospect Hill,
Galway.**

Or email: dpo.ireland@mapfre.com

We disclose your personal information to third parties where:

- it is necessary for the performance of your insurance policy;
- if you have given your consent; or
- if such disclosure is required or permitted by law.

We deal with third parties that we trust to treat our customers' personal information with the same stringent controls that we apply ourselves.

Some of the personal information required from you is sensitive information such as details of any current or past medical conditions for you and your fellow travellers on the policy. This is a 'special category of information' under Data Protection legislation. We will not use sensitive information about you except for the specific purpose for which you provide it including enabling us to quote for your policy cover, to confirm policy cover and to provide

USE OF YOUR PERSONAL DATA

DATA PROTECTION

We will need to obtain personal information from you to provide you with the policy of insurance.

This means any information obtained from you in connection with this policy provided to you by us (or our subsidiaries) must be collected lawfully and in accordance with Data Protection Legislation.

We use your personal data in the following ways:

- to provide you with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities,

the services described in the policy. You must ensure that you only provide sensitive information about other people identified on the insurance policy where you have their consent or the legal right to disclose their personal information, including their sensitive personal information.

To assist with fraud prevention and detection we may:

- share information about you across our group, with other insurers and, where we are entitled to do so under the Data Protection legislation, the police and other law enforcement agencies
- pass your details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other insurers
- check your details with fraud prevention agencies and, if you give us false or inaccurate information and we suspect fraud, we will record this with the fraud prevention agency and other organisations may also use and search these records to:

- a) help make decisions about credit and credit related services for you and members of your household;
- b) help make decisions on motor, household, credit, life and other insurance proposals and claims for you and members of your household;
- c) trace debtors, recover debt, prevent fraud and to manage your insurance policies;
- d) check your identity to prevent money laundering;
- e) undertake credit searches and additional fraud searches.

You are entitled on request to receive a copy of the personal information we hold about you. This will be information that you have given us during your policy. We do not hold any information relating to your credit status. If you would like a copy of your information, please contact our **Data Protection Officer**:

Ireland Assist House
22-26 Prospect Hill,
Galway.

Or email: DPO.IRELAND@mapfre.com

We are hereby released from any liability for any claim if you refuse disclosure of the data to a third party, which in turn prevents us from providing cover under this policy.

You agree we will store the Personal Data according to Data Protection legislation.

You agree that if you travel outside the European Economic Area ("EEA"), it may be necessary for us to transfer your

data outside of the EEA in order to fulfil our obligations to you in the provision of the services under the terms of this policy. The fulfilment of our obligations may include sharing your data with our service providers whom we may engage to ensure the provision of those services to you. We undertake not to transfer your data outside of the EEA or share your data with our service providers for any other reason than the fulfilment of our obligations under the terms of this policy. You have provided your consent for such transfer and sharing of data. Further details of how data is shared outside the EEA can be found in our Privacy policy on our website.

We keep records of any transactions you enter with us or our partner companies for up to six years. This is to enable a response to all claims under the policy, validation of policy cover, any enquiries, complaints or disputes that arise in that period and to comply with our legal and regulatory requirements.

We may keep other personal information about you if it is necessary for us to do so to comply with the law.

CANCELLATION

- 1) If **you** find that the cover provided under this policy does not meet **your** needs, please contact **Us** within 14 days of receiving this document and we will cancel this policy. **You** will receive a full refund of **your** premium as long as **you** have not made any claims.
- 2) If **you** cancel the policy outside the 14-day period, as long as **you** have not made any claims, **you** will receive a refund of **your** premium for the amount of time left to run on the policy, less an administrative charge of €10
- 3) **We** may cancel this policy by giving **you** at least 14 days written notice at **your** last-known address if:
 - i) **You** fail to pay the premiums after **We** have sent **you** a reminder to do so. If **We** have been unable to collect a premium payment, **We** will contact **you** in writing requesting payment to be made by a specific date. If **We** do not receive payment by this date **We** will cancel **your** policy by immediate effect and notify **you** in writing that such cancellation has taken place.
 - ii) **You** refuse to allow **Us** reasonable access to **your** property (vehicle and so on) to provide the services **you** have asked for under this policy or if **you** fail to co-operate with **Our** representatives;
 - iii) **You** otherwise stop keeping to the terms and conditions of this policy in any significant way; or
 - iv) The cost of providing this policy becomes prohibitive

COMPLAINTS PROCEDURE

We aim to provide a first class service however, if **You** have any complaint regarding the standard of service **You** have received under **Your** Policy, the following procedure is available to **You** to resolve the situation:

If **you** have a complaint about **Our** service, **you** can write to **Our** Complaints Specialist at:

Ireland Assist House
22-26 Prospect Hill,
Galway.

Tel: (00353) 91 501 616

If Your complaint is about the sale of the policy, please contact your agent who arranged the insurance on your behalf at:

CUSTOMER SERVICE DEPARTMENT
Accident & General Services Ltd.
6 Leopardstown Office Park,
Burton Hall Avenue,
Sandyford,
Dublin 18,
D18 P6F5

Tel: +353 (1) 874 8458
E-mail: sales@accidentgeneral.ie

We will deal with **your** dissatisfaction as soon as **We** can and try to reach an amicable resolution.

If **We** are unable to reach a resolution within 40 business days or if **you** are not happy with **Our** resolution, **you** may have the right to refer the matter to the Financial Services and Pensions Ombudsman by writing to:

The Financial Services and Pensions Ombudsman
Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29

Tel: +353 1 567 7000
Email: info@fspoi.ie
Website: www.fspoi.ie

Following the complaints procedure does not affect **your** legal rights.

IN AN EMERGENCY

FIRST CHECK THE CIRCUMSTANCES ARE COVERED BY THIS POLICY.

HAVING DONE THIS, TELEPHONE MAPFRE ASSISTANCE STATING YOUR NAME AND YOUR POLICY REFERENCE.

- Call **Us** and **We** will contact the nearest suitable garage.
- On motorways always use the Emergency telephones as these pinpoint **Your** exact location. The Police will arrange for assistance to tow **You** to safety. Then call **Us** from an ordinary phone or use **Your** mobile.
- If the local Police call for a recovery vehicle to tow **You** from the motorway, and **You** are asked to pay on the spot for this service, **You** should send **Us** the original receipt.
- **You** should be aware that hire car companies impose minimum driver age restrictions, and will require sight of a credit / debit or charge card before releasing the vehicle to **You**.
- Please give **Us** an address or phone number where **We** can contact **You**.
- **We** monitor the progress of each case with care and make all the necessary arrangements.
- Remember, to comply with the insurance terms and conditions **You** must contact **Us** before incurring expenses over €200 in order to obtain **Our** prior authorisation.

**CALL MAPFRE ASSISTANCE ON :
(00353) 91 501 616**

PLEASE STATE THAT YOU HAVE AN ACCIDENT & GENERAL MOTOR ASSISTANCE POLICY, GIVING YOUR POLICY REFERENCE



accident & general

 **MAPFRE** | **ASSISTANCE**
Agency Ireland