



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

## COMMERCIAL ROADSIDE ASSISTANCE POLICY WORDING

### **Definitions relating to MAPFRE ASSISTANCE Commercial Breakdown Assistance –**

**Insured Vehicle** Any commercial vehicle which can be legally driven on a standard category B license and does not exceed 3,500 kg gross vehicle weight and which is 15 years and under at the time of taking this policy, which is currently insured in the Republic of Ireland by Patrona Underwriting and which is driven within the terms of the current Certificate of Motor Insurance relating to such vehicle.

**Insured** Any driver including the Insured who is driving the vehicle specified on the Certificate of Motor Insurance and who is driving with the Insured's knowledge and consent and who is a resident of the Republic of Ireland.

**Passengers** All non-fare paying passengers (excluding hitch-hikers) being transported in the Insured Vehicle at the time assistance is required.

**Period of Insurance** The period of insurance is as specified in the commercial vehicle insurance policy to which this Membership Certificate attaches. Such a period is not to exceed the period of insurance specified in the commercial vehicle insurance certificate.

**The Company** MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA trading as MAPFRE ASSISTANCE Agency Ireland is authorised by the Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda, Spain, and is regulated by the Central Bank of Ireland for conduct of business rules. Mapfre Assistance Agency Ireland is registered in Republic of Ireland. Reg No 903874.

**Territorial limit** Island of Ireland.

### **Section 1 Commercial Breakdown Assistance**

#### **Benefits**

MAPFRE ASSISTANCE on behalf of the Patrona Underwriting will provide the following benefits:

**In the event of the Insured Vehicle being immobilised more than 2km from your home address, as a result of a mechanical or electrical breakdown, malicious damage, punctures that require assistance to fix or replace a wheel, lost keys, stolen keys, or keys broken in the lock or locked in the car.**

MAPFRE ASSISTANCE (The Company) will arrange and pay for the benefits set out thereafter.

- To pay for a Vehicle Rescue Operator to attend the scene of the breakdown.
- One hour's free labour at the roadside if the Insured Vehicle can be repaired in situ.

#### **Labour**

The cost of call out and up to one hour's labour charged by a repairer provided the repair is carried out in situ and not at the repairer's premises.

#### **Completion of Journey**

If repairs cannot be repaired in situ, The Company can arrange and pay for:

Towing of the Insured Vehicle to the nearest garage capable of effecting repairs up to a limit of 30 miles/ 50 kms from the breakdown site.

#### **Continuation of Journey**

In the event of a breakdown, The Company will undertake, on behalf of the Insured and passengers, to make the following arrangements:-

- a) Alternative transport
- b) Accommodation

The Company will not be responsible for the cost of alternative transport or accommodation.

#### **Message Relay**

We will pass on two urgent messages for you.

**MAPFRE ASSISTANCE Commercial Breakdown Assistance is a 24 hour emergency breakdown recovery service. It is there to assist you in your time of need. The choice of assistance supplied depends on the options available to the rescue provider at the time of the request for assistance.**

#### **What to do?**

Should you require assistance, please telephone the Commercial Breakdown Assistance line:

Republic of Ireland	xxxx xxxx
Northern Ireland	00 353 91 xxx xxx

Please have the following information available when you call:

- your exact location
- the registration number of your car.
- your policy number
- a telephone number where you can be contacted
- a description of the problem

**MAPFRE ASSISTANCE are responsible only for the cost of providing benefits made available through Patrona Underwriting Commercial Breakdown Assistance. If you make your own arrangements you will not be reimbursed.**

#### **CUSTOMER CARE**

In the unlikely event of a dispute occurring regarding this Policy You should, in the first instance, write to:

The Complaints Officer, MAPFRE ASSISTANCE Agency Ireland, 22-26 Prospect Hill, Galway. Should you remain dissatisfied, You may contact: The Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Tel: 1890-88-20-90 or via Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie).

Or  
Insurance Ireland, Insurance House, 39 Molesworth Street Dublin 2

Tel: (01) 6761820 or via Email: [info@insuranceireland.eu](mailto:info@insuranceireland.eu)

This procedure is in addition to any other legal rights you may have to take legal proceedings.

Any telephone calls made in connection with this Policy may be monitored or recorded to assist with staff training and for quality control purposes.

#### Conditions

- 1.No benefit shall be payable unless The Company has been notified and has authorised assistance through the medium of the emergency telephone number provided.
- 2.The Policy Number must be quoted when calling for assistance and the relevant identification produced on the demand of the repairer, recovery specialist or other nominated agent of The Company.
- 3.In the event of cancellation of the Policy by the Insured, no return of premium shall be allowed in respect of the Assistance portion of the premium.
- 4.Territorial limits of cover is the Island of Ireland.
- 5.To be eligible for assistance, the Insured shall hold a current Motor Insurance Policy.
- 6.Insured must be with the vehicle when the repairer arrives. If the insured is not with the vehicle and our repairer cannot assist, any subsequent assistance will be at the insured's own cost.
7. We may refuse assistance in circumstances where a driver is clearly intoxicated or the vehicle is in an un-accessible off road location or cannot be transported safely or legally or without hindrance using a standard transporter/equipment.
8. Cover is not applicable if your vehicle has been modified for or is taking part in racing, trails or rallying.
9. Your vehicle shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced.
10. If we have to make a forced entry to the Insured Vehicle because you are locked out, you must sign a declaration which states that our recovery agents will not be responsible for the damage.
11. The Company shall not be liable for any recurring claim due to the same cause within the last 28 days where a permanent repair has not been undertaken to correct the fault.
12. Vehicles eligible for assistance will be restricted to Commercial Vehicles up to 3,500kg gross vehicle weight and are 15 years and under at the time of taking out this policy.
13. We cannot accept responsibility for the transportation of pet animals or livestock carried within the Insured Vehicle, any extra costs involved in the transportation of pets or alternative transportation requirements in the event of a breakdown would not be covered.
14. If you cancel an assistance, you are not eligible for another call out for that assistance.
15. We will use our best endeavours to recover your vehicle; however we cannot attempt to recover your vehicle if modifications or customization on the vehicle results in the recovery process being impeded. These types of modifications include but are not limited to wheel arches, wheel sizes, front and rear bumper height and alternations to manufacturer's original vehicle ride height.
16. Under the relevant European Law, the parties to a proposed contract of insurance (MAPFRE ASSISTANCE Agency Ireland, the Insurer and you, the Proposer) are free to choose the law applicable to the contract. We propose that the Laws of the Republic of Ireland will apply to this contract. The Insurer with which your contract will be concluded is MAPFRE ASSISTANCE Agency Ireland

which is established in Ireland. The EEA state for the purpose of this policy is the Republic of Ireland.

17. The language used in this and all other documents relating to this policy is English. All future communications both verbal and written will be in English.
18. MAPFRE ASSISTANCE Motor Rescue cover is limited to a maximum of 3 Assists per vehicle in any 12 month policy term. After the 3<sup>rd</sup> Assist, your Motor Rescue policy becomes void
19. The Company will not be liable for any claims arising within the first 72 hours of inception of the policy.

#### Exceptions

The Company shall not be liable:

- 1.For any liability or consequential loss arising from any act performed in the execution of the assistance services provided.
- 2.To pay for expenses, which are recoverable from any other source.
- 3.For any claim arising where the vehicle is carrying more passengers than that for which it was designed as stated in the Manufacturer's specifications or arising directly out of the unreasonable driving of the Vehicle on unsuitable terrain.
- 4.For any accident or breakdown brought about by an avoidable or willful or deliberate act committed by the Insured.
- 5.For the cost of repairing the Insured Vehicle other than outlined in the benefit, 'Labour' above.
- 6.For the cost of any parts, keys, lubricants, fluids or fuel required to restore the Insured Vehicle's mobility.
- 7.For any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the vehicle.
- 8.For any breach of this section of the Policy or failure on our part to perform any obligation as a result of extraordinary circumstances, government control, restrictions or prohibitions, or any other act or omission of any public authority (including Government) whether local, national or international, or the default of any supplier, agent or other person or of labour disputes or difficulties (whether or not within The Company) or any other cause whatsoever where such cause is beyond our reasonable control.
9. For any winching costs or specialist equipment. For example, any vehicle or equipment used (other than a standard recovery vehicle) which is required to move a vehicle which has left the road or is overturned or without wheels, would be considered specialist equipment. Once the vehicle has been recovered to a suitable location, normal service will be provided.
10. For claims arising from loss of or damage to contents of your vehicle.
- 11 We do not cover punctures where no serviceable spare wheel or tyre is available.
12. MAPFRE ASSISTANCE shall not be liable for recovering an Insured Vehicle carrying commercial loads. It is the responsibility of the driver to arrange for alternative transport for the commercial load in the event that the Insured Vehicle has to be towed.
13. For assistance as a result of running out of fuel or use of incorrect fuel.
14. For Towing of trailers or any attachments to the Insured Vehicle.
15. For recovering public service vehicles, taxis or Ambulances.

16. For any claims resulting in a loss of earnings as a result of failure to repair the Insured Vehicle.  
17. For any claims resulting from damage caused by fire  
18. For recovering an Insured Vehicle that poses an environmental risk (For example, seeping oil or fuel).

#### **Data Protection**

The information you provide about yourself and about third parties will remain confidential and may be used for the provision and administration of insurance products and related services. Such information may be disclosed in confidence for these purposes to agents or service providers appointed by MAPFRE ASSISTANCE regulatory bodies, other insurance companies (directly or via a central register) and other MAPFRE Group companies. This information will be processed and held on our computers and manual records for as long as is necessary.

You have a right at any time to request, in writing, a copy of 'personal data' within the meaning of the Data Protection Act 1988 - 2003 (as amended or re-enacted from time to time) which is held by MAPFRE ASSISTANCE and to have any inaccuracies in that information corrected. In order to do so, please send a written request to the Data Protection Officer, MAPFRE ASSISTANCE Agency Ireland, Ireland Assist House, 22-26 Prospect Hill, Galway, together with the payment of the applicable fee of €6.35.

#### **Cancellation**

The Insured has a right to cancel cover and to receive a full refund of Premium under this Policy provided no claims are known or reported by giving written notice of cancellation within 14 days from the Start Date to MAPFRE ASSISTANCE Agency Ireland, Ireland Assist House, 22-26 Prospect Hill, Galway, enclosing the certificate and terms and Conditions. Unless the Insured exercises this right to cancel within the above period, the Insured shall not thereafter be entitled to any refund of Premium.

#### **Insurance Act 1936**

All monies which become or may become payable by Us to You under this policy shall, in accordance with Section 93 of the Insurance Act 1936, be payable in the Republic of Ireland.

#### **Finance Act 1990**

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

Signed on behalf of The Company



By Authority of the Board