

## MAPFRE ASSISTANCE AGENCY IRELAND - TERMS OF BUSINESS

**LEGAL NAME:** MAPFRE ASISTENCIA COMPANIA INTERNACIONAL DE SEGUROS Y REASEGUROS, S.A

**TRADING NAMES:** MAPFRE ASSISTANCE Agency Ireland (registered in Ireland number: 903874 registered office: 22-26 Prospect Hill, Galway, Ireland)

**ADDRESS:** Ireland Assist House, 22-26 Prospect Hill, Galway

**TELEPHONE:** +353 91 501 610

**GROUP:** MAPFRE ASSISTANCE Agency Ireland is part of the MAPFRE Group worldwide.

**REGULATED:** MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAPFRE ASSISTANCE Agency Ireland is authorised by 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 of business rules.

**CODE OF CONDUCT:** MAPFRE ASSISTANCE Agency Ireland is subject to and complies with the Consumer Protection Code 2012 and the Minimum Competency Code 2017. These Codes of Conduct offer protection to Consumers and can be found on the Central Bank of Ireland's website at [www.centralbank.ie](http://www.centralbank.ie).

**REGULATED ACTIVITIES:** MAPFRE ASSISTANCE Agency Ireland provides travel insurance to consumers situated in the Republic of Ireland.

**CHARGES:** A breakdown of all charges will be provided to the consumer on a durable medium prior to providing a product or service. Charges will include stamp duty, 3% Government levy and 2% Insurance Compensation Fund Levy. The 2% Insurance Compensation Fund levy is applied to new business and renewal premiums for policies which commence on or after 1 January 2012. An administrative fee may also be charged for changes that you may make to a policy.

**PERSONAL DATA:** 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, 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 help in processing any applications you may make;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults.
- 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 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.

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. 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](mailto:DPO.IRELAND@mapfre.com)

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.

**CONFLICTS OF INTEREST:** It is the policy of MAPFRE ASSISTANCE Agency Ireland to avoid any conflict of interests when providing products or services to our consumers. However, where an unavoidable conflict of interest arises, we will advise you of this in writing before proceeding to provide any service. If you have not been advised of any such conflict, you are entitled to assume that none arises.

**CONSUMER DEFAULT:** Failure to pay your premium or part thereof or any breach of your policy conditions may lead to your policy being revoked or cancelled. This may also lead to all claims being made null and void.

**COMPLAINTS:** We are committed to providing You with exceptional customer service however, if You have a complaint or enquiry please get in touch and we will try to put things right. Please contact us at; Customer Service Department, MAPFRE ASSISTANCE Agency Ireland, 22-26 Prospect Hill, Galway. Tel: 091 501 610. Email: [ieteles@mapfre.com](mailto:ieteles@mapfre.com).

In the event that you are not satisfied with our response, you have the option to refer your case to: The Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Pl, Dublin 2, D02 VH29 Tel: + 353 1 567 7000 Email: [info@fspo.ie](mailto:info@fspo.ie)

Alternatively, if you have purchased your policy online, you can submit a complaint through the Online Dispute Resolution (ODR) platform <http://ec.europa.eu/odr>.

**AUTOMATIC RENEWAL:** To make sure You have continuous cover under Your Policy, We will aim to automatically renew (auto-renew) Your Policy when it runs out, unless You tell Us not to. Each year We will notify You in writing 31 days before the renewal date of Your Policy. We will notify You about any changes to the Premium or to the terms and conditions of the Policy in writing at least 31 days before the changes take effect. If You do not want Us to auto-renew your Policy, call MAPFRE ASSISTANCE Agency Ireland on 091 501 610. If You do not contact Us, We will collect the renewal

premiums from Your credit card or debit card. Please note that Your renewed Policy will only be valid when: (1) You have told Us about any changes to your Policy details (including any changes in health conditions) as You will still be required to contact the medical screening company to declare any Pre-Existing Medical Conditions; (2) Your credit card or debit card details have not changed. In some cases We may not be able to automatically renew your Policy and we will let you know at the time if this is the case. For the facilitation of the auto renewal service we are entitled to assume that your details have not changed and you have the permission of the credit card or debit card holder unless you inform us otherwise. You can conduct changes to your Policy details or opt out of automatic renewal by calling MAPFRE ASSISTANCE Agency Ireland on 091 501 610.

**COMPENSATION:** MAPFRE ASSISTANCE Agency Ireland is covered by the Insurance Compensation Fund Ireland established under the Insurance Act 1964 which has been amended by the Insurance (Amendment) Act 2011. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and circumstances of the claim.

The total amount that may be paid out of the fund in respect of any sum due to a person under a policy shall not exceed 65% of the sum due to the policyholder or €825,000 whichever is less.

Further information about compensation fund arrangements is available from [www.centralbank.ie](http://www.centralbank.ie).

**RIGHT OF WITHDRAWAL / CANCELLATION PERIOD:** If You are not satisfied for any reason, You have the right of cancellation within 14 days of issue. You will receive a full refund of premium, provided that a claim has not occurred and travel has not commenced.

.Policyholders who are consumers for the purposes of the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 have the right to cancel their policy as set out in these Regulations. If you wish to cancel your policy other than under these Regulations, you may do so at any time by notice in writing to the address given above, quoting your policy number. This is provided that all reasonable charges pertaining to costs incurred by MAPFRE have been paid and that no claim has been made to the policy, or intended to be made, or incident has occurred which is likely to give rise to a claim. Please see your policy document for further details.

**EFFECTIVE DATE:** This Terms of Business document is effective from 22<sup>nd</sup> May 2018