



## Motor Breakdown Rescue Membership Certificate

Motor Breakdown Rescue is a 24-hour accident, 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. You should be aware that the cover provided will be at Mapfre Assistance's discretion as not all options are available to them at all times (see What's Covered? below). This is an extract from the assistance cover. Full Terms & Conditions are available in the Master Policy Document which can be found on the Mapfre Assistance website. Please refer to the Master Policy Document for definitions of specific terms contained in this extract.

Please use the following link to access the Master Policy Document:

[www.mapfre.com/masistsite/docs/153/Carplan\\_Motor\\_Rescue\\_Policy\\_Wording\\_2012.pdf](http://www.mapfre.com/masistsite/docs/153/Carplan_Motor_Rescue_Policy_Wording_2012.pdf)

## What's covered?

### 1. Car Breakdown

In the event of a breakdown within the island of Ireland, we will arrange for:

- One hour's free labour at the roadside if the vehicle can be repaired in-situ
- Towing the vehicle to the nearest competent repairer or to a garage of your choice, whichever is closer
- Someone to assist you in the event of a breakdown at your home.

### 2. Continuation of Journey

If the insured car cannot be repaired in situ, and has broken down away from home, we will arrange, at the time of breakdown:

- Onward transportation for the member and passengers to the intended destination in Ireland (maximum covered €31 per person, €127 in total) or

- Use of a replacement car for up to 48 hours while repairs are being carried out (Class A) or
- Overnight accommodation, limited to B&B (maximum covered €40 per person, €200 in total) and/or
- Transportation for the member to collect his/her car and/or reimbursement of any reasonable (public) transport charges incurred by the member in collecting the vehicle.

### 3. Urgent message relay service

Following a breakdown we will arrange to relay up to two messages on behalf of either the Insured and/or driver.

Should you require assistance, please telephone the Motor Breakdown Rescue Helpline on:

**Rep. of Ireland 1800 377 700**

The choice and provision of the above options are at the discretion of the assistance company.

Replacement cars are subject to commercial car hire criteria. These criteria may include, but are not limited to the following: a full driver's licence without endorsements, a cash or credit card deposit. These criteria are not exhaustive and may change from time to time. It is also a condition of car hire that the car must be returned to the pick-up point.



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### Motor Breakdown Rescue Helpline:

Rep. of Ireland **1800 377 700**

N. Ireland **00 353 91 501 660**

Call us any time day or night, state your name, vehicle reg. number, location, the telephone number you are calling from and the type of assistance required.

## Period of insurance

The period of insurance is as specified in the private car insurance policy to which this Membership Certificate attaches, and for which a travel assistance premium has been paid. Such a period is not to exceed the period of insurance specified in the private car insurance certificate.



## What to do?

Should you require assistance, please telephone the Motor Breakdown Rescue Helpline on:

Rep. of Ireland: **1800 377 700**

N. Ireland: **00 353 91 501 660**

Please have the following information available when you call:

- Your exact location
- Your policy number
- The registration number of your car
- A description of the problem
- A telephone number where you can be contacted

Mapfre Assistance is only responsible for the cost of providing benefits available through Motor Breakdown Rescue.

**If you make your own arrangements you will not be reimbursed.**

# Terms & Conditions

## Conditions

(Please refer to the Master Policy Document for full list of Conditions)

- (a) **Cancellation** – Membership Certificates may be cancelled by the Company giving seven days' notice in writing to Cornmarket Group Financial Services Limited. No refund of assistance premium is allowed on cancellation or termination of insurance cover on the insured car.
- (b) **Renewal** – The insurers are not bound to give notice when any Membership Certificate is due for renewal.
- (c) **Stolen Car** – If the insured car is stolen or taken without the Insured's consent, the theft must be reported to the Gardai before any benefits can apply.
- (d) **Proof of Identity** – Any person seeking the benefit of this travel assistance cover must produce proof of identification if requested to do so by any repairer, recovery specialist or by any of our nominated agents.
- (e) **Presence of the Insured** – The insured person must be with the vehicle when the repairer arrives.

We may refuse assistance in circumstances where a driver is clearly intoxicated.

If we have to make a forced entry to the insured vehicle because you are locked out, you must sign a declaration saying that you will be responsible for the damage.

We cannot attempt to recover vehicles that have modifications to wheel arches, front and rear bumpers and alterations to suspension levels.

Your vehicle shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced.

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.

In the event that your vehicle is taken to your normal place of residence or location of your choice, no further recovery arising from the same breakdown will be made.

## Exclusions

(Please refer to Master Policy Document for full list of Exclusions)

We shall not be liable:

- (a) 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.
- (b) For any costs incurred without our approval.
- (c) For any liability whatsoever arising from any act performed in execution of the assistance services provided.
- (d) For any expenses arising where the insured car is carrying more passengers or towing a greater weight than that for which it was designed or arising directly out of the driving of the insured car on unsuitable terrain.
- (e) For the cost of repairing the insured car.
- (f) For the cost of parts, keys, lubricants, fluids or fuel required to restore the mobility of the insured car.
- (g) In respect of:
  - Events caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the insured car
  - Failure on our part to perform any obligation as a result of any cause whatsoever which is beyond our reasonable control
  - Events caused by any wilful or malicious act by the Insured.
- (h) To provide assistance benefits unless the Insured currently holds a valid Certificate of Motor Insurance in respect of the insured car which has been issued by (or on behalf of) an authorised motor insurer.
- (i) For any claims where the insured car exceeds 1.5 tons in weight.
- (j) For the extra costs where specialist towing equipment is required to retrieve your car.
- (k) For punctures where no serviceable spare wheel or tyre is available.
- (l) For claims arising from loss/damage to contents of your car.
- (m) For any accident or breakdown brought about by an avoidable or wilful or deliberate act committed by the Insured.

# Visit [cornmarket.ie](http://cornmarket.ie)

## Governing Law

The parties 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.

## Disputed Claims

If you are unhappy with a decision We have made You have the right to appeal. If you would like to appeal, please write to:

The Complaints Officer  
MAPFRE ASSISTANCE Agency Ireland  
22-26 Prospect Hill  
Galway  
Tel: 1800 377 700  
Email: [IEComplaintsNotifications@mapfre.com](mailto:IEComplaintsNotifications@mapfre.com)

## Complaints

For Complaints relating to the service received as a result of a Motor Emergency Assistance Claim, You should telephone the Motor Emergency Assistance Helpline 1800 377 700 and ask for a supervisor or write to the Operations Manager, quoting the nature of your complaint to MAPFRE ASSISTANCE Agency Ireland, 22-26 Prospect Hill, Galway and We undertake to respond to You within five working days of receipt of your letter. If we have not resolved your complaint by then, we will send you an acknowledgement letter and keep you informed of progress with the investigation.

In the unlikely event of a dispute occurring regarding this Policy You should, outline the nature of your complaint in writing to:

**The General Manager,  
MAPFRE ASSISTANCE Agency Ireland,  
22 – 26 Prospect Hill, Galway;  
Telephone 1800 377 700**

Or Email: [IEComplaintsNotifications@mapfre.com](mailto:IEComplaintsNotifications@mapfre.com) Your complaint will be acknowledged within 5 business days of receipt and an update provided every 20 business days thereafter. We will endeavour to resolve your complaint within 40 business days.

Should You remain dissatisfied You may refer your complaint to:

**The Financial Services and Pensions Ombudsman,  
Lincoln House, Lincoln Place, Dublin 2, D02 VH29.  
Tel: 01 5677000  
Email: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)**

Following this procedure does not affect your legal rights.

## Data Protection

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

We use your personal information 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 terms of the policy;
- to confirm, maintain, update and improve our customer records;
- to analyse and develop our relationship with you;
- to help in processing any applications you may make;
- to identify and market products and services that may be of interest to you, (subject to your prior consent);
- 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.

We may share your details with other companies within the MAPFRE group to support the administration of your policy. We deal with third parties that we trust to treat our customers' personal information with the same stringent controls that we apply ourselves.

Information which you supply to us in connection with this policy will be held on our computer records and stored according to the GDPR. We will not keep your personal information for longer than necessary.

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 to 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. Email: [dpo@mapfre.co.uk](mailto:dpo@mapfre.co.uk)

Under the GDPR you also have the below rights in relation to your personal data;

- Request correction/rectification of your personal data.
- Request erasure of your personal data, a right to be forgotten.
- Object to processing of your personal data.
- Request restriction of processing your personal data.
- Request transfer of your personal data.
- Right to withdraw consent.

If you wish to exercise any of these rights please contact us at the address above.

We keep records of any transactions you enter with us or our partner companies for 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.

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 who 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, unless you provide us with other satisfactory proof of identity;
- e) undertake credit searches and additional fraud searches.

Under the GDPR, the MAPFRE group can only discuss your personal information with you. If you would like anyone else to act on your behalf, please contact us. You can do this by contacting our Data Protection Officer, Ireland Assist House, 22-26 Prospect Hill, Galway. Email: [dpo@mapfre.co.uk](mailto:dpo@mapfre.co.uk)

MAPFRE ASISTENCIA Compañía Internacional de Seguros y Reaseguros SA trading as MAPFRE ASSISTANCE Agency Ireland is authorised by the Dirección General de Seguros y Fondos de Pensiones del Ministerio de Economía y Hacienda, Spain, and is regulated by the Central Bank of Ireland for conduct of business rules. MAPFRE ASSISTANCE Agency Ireland. Registered in Republic of Ireland. Reg No 903874

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