

THE BEST MOTOR SOLUTION PROGRAMME

MOTOR PACK





MAPFRE | **ASISTENCIA**

Agency Ireland

MOTOR PACK
GENERAL TERMS AND CONDITIONS

MPO01 February 2010

Welcome to Mapfre Asistencia Motor Pack

This Policy booklet gives details of Your Motor Pack cover and should be read along with Your schedule of benefits. Please read through the booklet carefully as You must comply with the terms and conditions to ensure You obtain maximum benefit from this policy. Our aim is to provide a prompt, efficient and courteous service at the time you need us most when you have an emergency.

Special notes

This Policy is evidence of the contract between You and Us. We agree to pay for damages, liabilities, losses or costs as set out in this Policy occurring during the Period Of Insurance within the Geographical Limits. The Policy and Schedule should be read as one document. Words and expressions, to which specified meanings have been given in any part of the contract, have such specific meanings wherever they may appear.

Any questions You may have about this policy will be answered quickly by calling Your supplying dealer or **MAPFRE ASISTENCIA Agency Ireland** directly, who will be pleased to help You.

MAPFRE ASISTENCIA Agency Ireland administers this policy. Our aim is to consistently deliver a prompt, efficient and courteous response.

Yours sincerely








M. A. Magliocco
General Manager

MAPFRE ASISTENCIA Agency Ireland
Ireland Assist House
22-26 Prospect Hill
Galway

Website: www.mapfreasistencia.ie

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SECTION 1: CONTRACT OF INSURANCE

This Policy constitutes a contract of insurance between us MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA trading as MAPFRE ASISTENCIA Agency Ireland, and you, the policyholder. The Policy includes these General Terms and Conditions, the Specific Terms and Conditions and any further amendments or additions (either specified in the Specific Terms and Conditions or agreed at a later date).

Under the relevant European and Irish Legal provisions, the parties to this contract of insurance are free to choose the law which will apply to the Policy. We propose that this Policy is governed by Irish law. If you wish to propose an alternative governing law please contact us within seven days of receipt of these General Terms and Conditions. If you do not contact us within this period, the Policy will be governed by Irish law.

MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA trading as MAPFRE ASISTENCIA Agency Ireland is regulated by the Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda, Spain, and is subject to the Irish Financial Regulator's conduct of business rules.

MAPFRE ASISTENCIA Agency Ireland is an Irish branch of MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA, and has a registered office at 22-26 Prospect Hill, Galway and registered number 903874. MAPFRE ASISTENCIA Agency Ireland is duly registered with the Irish Companies Registration Office and is authorised by the Irish Financial Services Regulatory Authority to operate in Ireland pursuant to the right of freedom of establishment of the European Union and the European Economic Area legislation.

By signing the Insurance Schedule, you enter into and accept these General Terms and Conditions.

SECTION 2: GENERAL DEFINITIONS

For the purposes of this Policy, the following terms used shall be understood to mean the following:

- **Authorised Driver:** Any person who is driving the Vehicle who is authorised to do so under the current certificate of motor insurance (other than any person in the motor trade driving the Vehicle for the purpose of repairing or maintaining it).
- **Accident:** Any violent, sudden, external and unforeseen event, unwanted by the insured that causes damage to the vehicle rendering it unusable for normal transportation.

- **Claim:** A Claim for Loss made by you pursuant to this Policy.
- **Claim Form:** Form provided to you by us within 5 days of application upon which you may submit a Claim.
- **Cover:** The insurance cover we agree to provide under this Policy as listed in the Insurance Schedule, which may be any or all of Extended Warranty Cover, GAP Cover, Roadside Assistance Cover or Tyre Cover.
- **Date of Loss:** The date on which a Loss occurs.
- **Expiry Date:** The date specified in the Insurance Schedule or calculated in accordance with the General Terms and Conditions as the date each Cover will expire.
- **Extended Warranty Cover:** Extended Warranty Insurance Cover for New and Used Vehicles provided by us, the terms of which are described in section 18 of these General Terms and Conditions.
- **GAP Cover:** Gap Insurance Cover provided by us, the terms of which are described in section 19 of these General Terms and Conditions.
- **Insurance Schedule:** The document issued to you which includes details of the Vehicle, the Cover, the Start Date, the Expiry Date, the Premium and any other terms specific to the particular insurance.
- **Limit:** The amount stipulated in the Policy which represents the maximum value (economic, temporary or other) of the service to be rendered under each guarantee. Unless otherwise expressly stipulated, the economic limits are expressed in euros.
- **Loss:** Any event whose consequences are totally or partially covered by this Policy. All damages deriving from the same event shall constitute a single Claim for a Loss.
- **Period of Insurance:** The period (inclusive of both dates) in respect of each Cover from the Start Date until the Expiry Date or as otherwise specified in the Policy.
- **Policy:** The documents that regulate the insurance coverage which include the General Terms and Conditions, the Insurance Schedule and, where applicable, any amendments or additions.
- **Premium:** The amount payable by you (and any applicable taxes and surcharges) for the Cover under this Policy as specified in the Insurance Schedule. Payment of the Premium shall be made in Euros unless another currency is expressly agreed upon.
- **Roadside Assistance Cover:** Roadside Assistance insurance cover provided by us, the terms of which are described in section 21 of these General Terms and Conditions.
- **Start Date:** The date specified in the Insurance Schedule from which each Cover commences (subject to receipt by us of the Premium).
- **Territorial Limit:** Country in which the coverage of this Policy is effective and which, unless otherwise expressly agreed, is Ireland and Northern Ireland.

- Tyre Cover: Tyre Insurance Cover provided by us, the terms of which are described in section 20 of these General Terms and Conditions.
- Vehicle: The vehicle owned by you and which is specified in the Insurance Schedule. You: the person who is named on the Insurance Schedule as the beneficiary of the Cover.
- Us or We: "MAPFRE ASISTENCIA, Compañía Internacional de Seguros y Reaseguros, S.A.", trading as MAPFRE ASISTENCIA AGENCY IRELAND.

SECTION 3 GENERAL EXCLUSIONS

These exclusions apply to all sections of the Policy. Please note there are also other specific exclusions relating to each Cover. We shall not be liable for any claims arising from the following:

- All consequences of any events caused directly or indirectly from dishonesty, fraud, misrepresentation or bad faith of you or any Authorised Driver. This includes (but is not limited to) any false or inaccurate information provided by you when making a Claim.
- Any services in respect of Extended Warranty, Gap Cover, Tyre Cover or Roadside Assistance to which we have not given our written consent.
- When we are unable to carry out any of the services specifically covered by the Policy as a result of any cause beyond our reasonable control including acts of God, war, strike, lock out, riot, trade dispute, labour disturbance, storm, flood, piracy, terrorism, 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 to us.
- Expenses which are recoverable from any other source.
- Any Claim which results from the driver of the Vehicle being intoxicated by alcohol or under the influence of drugs not prescribed by a registered medical practitioner.
- Any Loss that occurs if you are no longer the registered owner of the Vehicle.
- Any Loss that occurs before the Premium has been paid to us.
- Any Loss that occurs outside of the Period of Insurance.
- Failure to comply with one or more of the General Conditions listed in section 4 or any other conditions contained in these General Terms and Conditions.
- If the Vehicle falls into a category of vehicle listed in section 4(f) of these General Terms and Conditions as not being eligible for cover under this Policy.

SECTION 4 GENERAL CONDITIONS

The following general conditions apply to all sections of this Policy:

- a) If any Claim made under this Policy is fraudulent or is intended to mislead us or if fraudulent or misleading means are used by you or anyone acting on your behalf, the Policy and all Cover shall terminate immediately and we shall be entitled to recover any benefit paid under this Policy, and any costs we may have incurred as a result of any such fraud or misleading act. Any such fraudulent act may be advised to the Irish Insurance Federation Fraud Register and the Gardai.
- b) This Policy is agreed upon subject to the statements and declarations made by you in the Insurance Schedule, in accordance with which we accepted the risk and calculated the corresponding Premium. You must therefore ensure all information provided to us by you is accurate in all respects and disclose any information you are aware of which might influence the value of the corresponding risk or might reasonably affect our decision to provide insurance under this Policy.
- c) If any information provided to us by you or anyone acting on your behalf is inaccurate or if you fail to disclose any information which could influence the valuation of the corresponding risk or might reasonably affect our decision to provide insurance under this Policy:
 - i. We shall be entitled to terminate the Policy by written notice sent to you within 30 days after we become aware of your retention of relevant information or provision of inaccurate information. We shall remain entitled to a proportion of the Premium equal to the period from the Start Date and until the date of such written notice.
 - ii. If a Loss occurs before, or within 30 days after, we become aware of your retention of relevant information or provision of inaccurate information, and we would not have agreed to provide the Cover had we known the true essence of the risk, we shall not be liable under the Policy.
 - iii. If a Loss occurs after 30 days from the date from which we become aware of your retention of relevant information or provision of inaccurate information and we have not given such written notice terminating the Policy, our Liability under the Policy shall be reduced in proportion to the difference between the agreed Premium and the Premium that would have been applied if we had known the true essence of the risk. This reduction shall be determined by a qualified insurance assessor.

- d) If the risks covered by this Policy are also covered by any other insurance or warranty then we shall only be responsible for paying a fair proportion of any benefit which we would otherwise be due to pay under this Policy.
- e) This Policy is not transferable to any subsequent owner of the Vehicle or to any other vehicle.
- f) The following types of vehicles are not eligible for cover under this policy.
- Those used for hire or reward including (rental cars and taxis).
 - Those to be used for public services (ambulances, police cars, driving schools, funeral vehicles, delivery vans, etc).
 - Those used, even sporadically, for any type of sports competition, whether amateur or professional, or for training for competitions.
 - Those belonging to any of the following makes or models: Ferrari, Maserati, AC, Lamborghini, Rolls Royce, Bentley, Alpina, Aston Martin, De Tomaso, Bugatti, Lotus, Morgan, Aro and any vehicles belonging to series of less than 300 vehicles
 - Those that are not listed in the "Car Sales Guide"
 - Those vehicles modified or altered after leaving the factory that affect the driving, suspension or transmission systems.
 - Those whose odometer has been manipulated before or after the policy has been sold.
 - Any vehicle manufactured with the steering wheel on the left side of the vehicle.
- g) This Policy, the Insurance Schedule, the General Terms and Conditions and any other written statement made by you, or on your behalf, on which we have relied when accepting you for cover, shall constitute the entire contract between us.
- h) Should the contents of the Policy differ from any other written statement made by us you shall have one month from the date the Policy is delivered to request that we rectify such discrepancy. If no such request has been made within this period, the terms of this Policy shall prevail.

SECTION 5 COMMENCEMENT AND DURATION OF THE CONTRACT

1. Subject to the provisions of this section 5, each Cover shall be binding upon the parties from the Start Date and shall continue to become binding throughout the Period of Insurance
2. The Policy shall not cover any Loss that occurs before the Start Date or before the Premium has been paid.
3. This Cover under this Policy is not renewable.

SECTION 6 PREMIUM AMOUNT, PAYMENT AND THE EFFECTS OF PAYMENT DEFAULT

You shall be obliged to pay the Premium in accordance with the provisions of the General Terms and Conditions and the Insurance Schedule. Payment of the Premium shall be made in Euro unless another currency is expressly agreed upon.

You shall not be entitled to repayment of the Premium in the event of early termination other than cancellation in accordance with section 7 of these General Terms and Conditions.

The Premium may be paid to the dealer in any of the following ways:

- Cash, Cheque, Bank Draft, Credit Card or Laser Card.

The Policy will not be effective until you have paid the Premium.

We shall not be liable for any Loss that occurs before the Premium has been paid.

SECTION 7 CANCELLATION

You have a right to cancel the Cover and to receive a full refund of Premium under this Policy by giving written notice of cancellation within 14 days from the Start Date provided that there have been no Claims in that period.

Unless you exercise this right to cancel within the above period you shall not thereafter be entitled to any refund of Premium.

SECTION 8 MODIFICATIONS TO THE RISK

1. During the Period of Insurance, you must notify us as soon as possible of any change in circumstances that may affect the Policy.
2. Upon us becoming aware of the change in circumstances the following rules shall apply:
 - a) We may accept the new circumstances and may make a proposal to you to modify the Policy to reasonably reflect the change within 60 days after the date on which such circumstances or facts are declared. You shall have fifteen days from receipt of such proposal in which to accept or reject the new Policy. If you reject it or do not give your answer within the fifteen day period, we shall be entitled to terminate the Policy by giving you a further fifteen days written notice.

- b) If we consider that the change in circumstances increases the risks covered by the Policy, we may terminate the Policy within 30 days of learning about the change of circumstances.

SECTION 9 CLAIMS

In the event of a Claim covered under this Policy, you shall be obliged to:

- a) First, check your Policy to make sure that what you are claiming for is covered.
- b) Report the Claim by telephoning us on 1890 882 511, providing your identification details, your Policy number, your current location and the type of services required, always within a maximum of seven days after it has come to your knowledge. We will then send you a Claims Form which shall be issued within 5 business days of us receiving notice of the Claim.
- c) Complete and return the Claims Form to us as soon as possible, providing to us full information regarding the circumstances and consequences of the Claim, as well as any additional information we may request. We will not be liable to you under the Policy if you fail to fully disclose all of the details.
- d) Collaborate with us to ensure the most efficient processing possible of the Claim, informing us as soon as possible about any judicial, extrajudicial or administrative notification relating to the Claim of which you become aware.

Please remember that it is always advisable to retain copies of all documents when submitting your Claim.

We will be happy to assist you with making a Claim and will provide you with any updates or developments in respect of the Claim within 10 business days of the update or development.

Please note that additional provisions relating to making claims under Specific Cover are contained in these General Terms and Conditions.

PLEASE NOTE

As the circumstances of claims differ it may be necessary for us to request additional information / documentation along with the details given below. Depending on the type of claim, please complete (in full) the relevant Claims Form and forward it and the documents required of your Claim to the address below:

**MAPFRE ASISTENCIA Agency Ireland
22-26 Prospect Hill
Galway
Ireland**

Duty of Care;

You must:

- a) Take all reasonable measures within your reach to lessen the consequences of the Claim. Non-fulfilment of this obligation shall entitle us to reduce our services or indemnity proportionally, based on an assessment carried out by a qualified Motor Vehicle Assessor bearing in mind the importance of any losses deriving therefrom. If such non-fulfilment is due to your manifest intention to damage or deceive us, we shall be released from all liability and any obligation with respect to the Claim.
- b) Inform us about any other insurance policies that you have entered into with other companies and that may cover the Claim.

In no case should Claims from third parties with respect to the Loss be negotiated, admitted or rejected without our express written permission.

If the rejection of a Claim for a Loss is justified after we have made payments or carried out services with respect to the said Loss, we may claim the amounts paid or the value of the services rendered from you.

SECTION 10 COMPLAINTS

In the unlikely event of you being unhappy with any aspects of the Policy please feel free to write to: The General Manager, MAPFRE ASISTENCIA 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 or The Irish Insurance Federation Information Service, 39 Molesworth Street, Dublin 2.

SECTION 11 SUBROGATION

We may exercise any rights and actions that could have been exercised by you as a result of the Claim. Under no circumstances shall we exercise these rights and actions to your detriment.

You shall be responsible for any damages you may, through your acts or omissions, cause us in your right to subrogation.

We shall not be entitled in exercising our right to subrogation against any of the parties whose acts or omissions give rise to your liability in accordance with law; or against the party causing the Claim if said party is a direct or collateral relative up to the third degree of kinship of yours, your adopting parent or adopted child,

any of whom reside with you. This rule shall not apply if such liability is the result of fraud or is covered by another insurance policy. In the latter case, the scope of subrogation shall be limited in accordance with the terms of such policy.

SECTION 12 DATA PROTECTION

We shall treat your personal data in accordance with legislation in force in Ireland.

By entering into this Policy:

- You authorise the automated processing of your personal data by us, as required, to enable us to fulfil our obligations under this Policy; for offering and contracting other MAPFRE ASISTENCIA Agency Ireland products; for carrying out studies of claim rates, analysis for the prevention of fraud, analysis for the prevention of payment defaults; and for statistical studies carried out by us.
- You expressly waive the requirement to be notified when your data is first transferred by us.
- You give your consent to us to transferring your personal data to other companies within the MAPFRE Group or third-party suppliers of our service, with which we have collaboration agreements to ensure the effective fulfilment of our obligations under the Policy so long as such other parties respect the EU regulations governing the protection of personal data.

You may modify, correct or cancel your personal data by writing to MAPFRE ASISTENCIA Agency Ireland, 22-26 Prospect Hill, Galway. We shall not be liable for any liability if the cancellation of data by you prevents us from fulfilling our obligations under the Policy.

SECTION 13 COMMUNICATIONS

All correspondence sent by us to you shall be deemed to be valid if sent to the latest address known to us. All correspondence to us from you shall be sent to the our branch office at 22-26 Prospect Hill Galway, Ireland .

SECTION 14 OVERLAPPING INSURANCE

When any of the risks covered by this Policy are also covered by another insurer for an identical period of time, you shall, unless agreed otherwise, inform us about any other existing insurance policies.

If you fail to disclose the fact of any other insurance policy held by you, we will not be liable for any Claims made.

When a Claim is made, you shall immediately provide us with the names of any other Insurance Companies, which shall contribute proportionally to the payment of services rendered.

In no circumstances shall it be permissible for you to benefit from double payment under the terms of any of your insurance policies. In the event that you have received payment to which you were not entitled under this Policy, we may recover the value of the over payment.

SECTION 15 APPLICABLE LAW, JURISDICTION AND ARBITRATION

As specified in section 1 of these General Terms and Conditions, this Policy shall be governed by and subject to the Laws of Ireland and the Courts of Ireland unless agreed otherwise.

Any disputes that may arise in respect of the Policy which are not settled or agreed in accordance with section 9 of these General Terms and Conditions shall be decided by an arbitrator agreed by the parties or, in default of agreement appointed at the request of any party by the President for the time being of the Law Society of Ireland. Such arbitration shall be governed by the Arbitration Acts 1954 and 1998.

SECTION 16 INSURANCE ACT 1936

All monies which become, or may become, payable by us to you under this Policy shall be payable in Ireland in accordance with section 93 of the Insurance Act 1936.

SECTION 17 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.

SECTION 18 EXTENDED WARRANTY FOR NEW AND USED VEHICLES

Section 18.1

APPLICATION

This section 18 shall only apply if the Cover to be provided by us in accordance with this Policy includes Extended Warranty.

Section 18.2

SUMMARY

The Extended Warranty protects you from financial loss due to the sudden and unforeseen mechanical or electrical breakdown of the components of the Vehicle. Subject to the exclusions, limits and conditions contained in this Policy we shall cover the costs of the services listed in section 18.5 that are required due to by circumstances other than normal wear and tear, accidental damage or any other external cause.

This Extended Warranty shall only be applicable if there is no manufacturer's or dealers warranty on the Vehicle at the date of any Loss.

Section 18.3

SPECIFIC DEFINITIONS FOR THIS SECTION

For the purposes of this section 18, the terms used shall be understood to mean the following:

- **Age and Mileage:** The age and mileage of the vehicle from the date of the first registration of the vehicle in its country of origin.
- **Breakdown:** The sudden and unforeseen failure of a component arising from any permanent mechanical or electrical defect, (for a reason other than wear and tear, normal deterioration or negligence) causing sudden stoppage of its function, necessitating immediate repair or replacement of the component before normal operation can be resumed. This definition does not include the gradual reduction in the operative performance of the guaranteed part in proportion and equivalent to its age or kilometres driven, nor does it cover accidents or any external influence.
- **Retail Value:** The retail value of the vehicle at the time of the claim, taking into account the mileage and condition adjustments as recommended in the "Car Sales Guide".
- **Servicing Requirements:** The requirements referred to in section 18.8.
- **Wear and Tear:** is breakdown or damage to the Vehicle's operating components

or parts due to the end of their normal effective working life or due to age or usage.

- **Betterment:** This is a term used to describe the degree of improvement to a component (s) or vehicle from its pre- claim condition where you have gained from any repair resulting from an authorised claim. Any such betterment will be your sole responsibility including any applicable VAT.

Section 18.4

PERIOD OF INSURANCE

The Period of Insurance relating to the Extended Warranty shall remain effective, up to 12 or 24 or 36 months (as specified in the Insurance Schedule) from the date of purchase of the Vehicle or when the Vehicle's Mileage reaches 160,000 km. whichever occurs first.

This Extended Warranty shall only be applicable if there is no manufacturer's or dealers warranty on the Vehicle at the date of any Loss.

Section 18.5

DETAILS OF EXTENDED WARRANTY COVER

Services Covered

Subject to the limits, exclusions and conditions of the Policy, throughout the Period of Insurance we agree to compensate you for the costs of the following services carried out in respect of the Vehicle: (as per the manufacturers repair time schedule)

1. Labour charges for dismantling and refitting other parts necessary to access the faulty part.
2. Labour charges for removing the faulty part and mounting a replacement part.
3. Labour charges for reconditioning the faulty part.
4. Replacement parts, new manufacturers, spurious or reconditioned, with the same technical specifications as the faulty parts.
5. Replacing or topping up of lubricants, filters and liquids, where the loss is caused by an insured component

Limit

The total value of a Claim made pursuant to the Extended Warranty may not exceed €2,500 + VAT per Claim, or the total retail value of the vehicle whichever is the lower.

Section 18.6

EXCLUSIONS TO EXTENDED WARRANTY

The Extended Warranty does not apply to:

- Bodywork, paintwork, exterior trim, glass, water leaks, mirrors, interior trim, in-car entertainment and communication systems, in-car navigation equipment.
- Light fittings and lamp units, catalytic converter, air bag systems, central locking remote control key, key cards and fobs and seat belt systems.
- Diagnostic upgrades or reprogramming of vehicle electronics.
- Normal wear and tear/service, items including but not limited to: bulbs or fuses, wheels, tyres, plugs, leads, glow plugs, door locks and handles, brake and clutch frictional material, batteries, exhaust systems, wiper blades, wiper arms, all filters, brake discs, air conditioning re-gasing, cables, pipes, hoses, wiring, wiring looms and belts (timing belt failures are covered in accordance with the Manufacturers service intervals), lubricants, cooling liquids, brake fluids and other additives except when the loss is related to an accepted claim.
- The replacement, repair or adjustment of parts and components as a result of their wear and tear due to the normal use of the Vehicle, e.g.: belts, exhaust system, shock absorbers, clutch, control and adjustment of front gear train, discs, etc.,
- The replacement, repair or adjustment of parts and components as a result of manufacturing or assembly defects acknowledged by the manufacturer of the Vehicle.
- The replacement, repair or adjustment of spark plugs, catalysers, air-filter, oil or fuel cartridges, windshield wiper blades, substances used for filling the air-conditioning circuit, added lubricants, cooling liquids, brake fluids and other additives, except when the loss thereof is the direct consequence of a Breakdown.
- The replacement, repair or adjustment of the bodywork, trimmings, carpeting, tyres, tyre rims, battery, headlights, parking lights and breakage or cracking of plate glass and headlights.
- Expenses incurred for the normal maintenance and upkeep of the vehicle.
- Expenses incurred for regular preventive operations as well as controls and adjustments, with or without replacement of parts.
- Breakdowns caused by continuing to drive when warning lights or dials indicate system faults, or by using, accidentally or not, lubricants or fuel that are inappropriate or in a bad condition.
- Breakdowns caused by a result of vehicle over heating.
- Failures diagnosed during the National Car Test.
- Elements that have deteriorated due to inappropriate handling, accident, theft, attempted theft, fire, explosion, acts of vandalism or natural catastrophes, or as a result of Breakdowns caused by components not covered under the Extended Warranty.
- Breakdowns caused by negligence or inappropriate use of the Vehicle (overloading, competitions, etc.), or by the freezing of the liquids required for its due operation.

- Breakdowns that occur when maintenance operations have not been duly carried out, as per the Manufacturers Service schedule.
- Any Breakdowns existing before the Start Date, whether or not declared by you at the time the sale took place. This includes any Breakdowns that could not have been reasonably overlooked by you when carrying out an inspection and test under normal condition.

We shall have no liability under the Extended Warranty if:

- The conditions referred to in section 18.7 are not met.
- The parts covered under the Extended Warranty were not free from any mechanical or electrical defects prior to the date of sale.
- The Servicing Requirements are not met.
- There has been repossession of the Vehicle by creditors or by public authorities.
- The vehicle is sold to any subsequent owner.
- The vehicle suffers a total loss due to accident, theft, fire etc.

Section 18.7

CONDITIONS OF EXTENDED WARRANTY

The provision of the Extended Warranty is subject to the following conditions:

The Vehicle, and the operating components and parts of the Vehicle, must fulfill all and each of the following requirements:

- The Vehicle must be registered in Ireland.
- The Vehicle must be serviced in accordance with the car manufacturer's schedule and instructions.
- The Vehicle must have an internal combustion engine where petrol or diesel is used as fuel.
- On the Start Date the vehicle must be under 6 years of age and have less than 100,000 km. on the odometer.
- The Vehicle's mileage must be under 160,000 km on the Date of Loss.

Section 18.8

SERVICING REQUIREMENTS.

Your Vehicle should be serviced and maintained in line with the manufacturers recommendations by either the selling dealer, a VAT registered repairer or a S.I.M.I. approved dealer.

Failure to observe the following Servicing Requirements shall be cause to invalidate your cover.

You must ensure that:

- 1) your Vehicle is serviced within 28 days or 1,000Miles or 1,600KM (which ever occurs first) from the time or mileage/kilometres stipulated by the manufacturer**
- 2) keep all service invoices and receipts as proof of servicing which may need to be submitted to us in the event of a claim.**

Section 18.9

MAKING A CLAIM

In addition to the claims process outlined in section 9, when making a Claim under the Extended Warranty you are obliged to notify us immediately in the event of a potential Claim, and always before any work is carried out on the vehicle. We will assign an approved repairer to have the vehicle inspected.

We can be contacted on the following telephone numbers: 1890 882 511 (from Northern Ireland 00 353 91 560 604).

No work is to be carried out on the vehicle until authorisation has been approved by us. The repairer used shall be nominated by us. Only an estimate for the proposed repairs communicated to us on the Claims Form (supplied by us) will be considered.

We shall have 3 working days in which to accept a Claim or to appoint a mechanical engineer. The engineer will inspect the vehicle within the following 24 hours and we will authorise or reject the repairs within 1 working day after the engineers report is completed

For accepted claims we reserve the right to use new or reconditioned parts, and supply the parts directly to the repair workshop.

All repairs are subject to the specific times for assembly, dismantling and repairs, as established in the manufacturer's manual or by an independent company.

The repairing workshop must provide us with the following documentation if requested:

- The Claim Form (supplied by us)
- The vehicle sales order form .
- MAPFRE ASISTENCIA customer satisfaction note or workshop job card filled in and signed by you.
- Copy of all invoices from the relevant parts supplier

Section 18.10

IMPORTANT INFORMATION

You must authorise the dismantling of any components for inspection and diagnosis. We will not provide any instruction or authorisation to dismantle any components for inspection and diagnosis. Where dismantling has occurred pursuant to your authorisation, and our liability is declined under this Policy, you will bear all costs associated with the dismantling, including any repair or replacement costs.

It is essential that an authorisation number is obtained from our claims department by telephoning 1890 882 511 before any repairs commence.

Betterment

MAPFRE ASISTENCIA Agency Ireland reserves the right to call for Betterment where you have directly gained from any repair resulting from an authorised claim.

SECTION 19 GAP COVER

Section 19.1

APPLICATION

This section 19 shall only apply if the Cover to be provided by us in accordance with this Policy includes Gap Cover.

Section 19.2

SPECIFIC DEFINITIONS FOR THIS SECTION

For the purposes of this section 19, the terms used shall be understood to mean the following:

- **Market Value:** The greater of:
 - (1) The value of the Vehicle (excluding contents) at the Date of Loss as assessed by the insurers of the Motor Insurance; or
 - (2) The value of the Vehicle (excluding contents) at the Date of Loss as assessed by a Third Party Limited insurer; or
 - (3) The market value of the Vehicle (excluding contents) as at the Date of Loss by reference to the Car Sales Guide retail value (sale value by a professional vehicle purchaser).
- **Motor Insurance:** A comprehensive policy of motor insurance issued by an authorised Irish motor insurer which insures the Vehicle against accidental loss, damage, fire and theft at the time of Loss and which is maintained in your name throughout the Period of Insurance.
- **Negative Equity:** Where the Market Value is less than the amount of money borrowed to buy it, the difference between the Market Value and the amount borrowed.
- **Net Invoice Price:** The net price effectively paid, as shown on the invoice, by you for the Vehicle, including all factory fitted accessories and any discount given but excluding road tax, new vehicle registration fee, fuel, paintwork and/or upholstery protection kits, insurance premiums (including the GAP Premium), warranty premiums and any such associated costs and any Negative Equity resulting from a part exchange vehicle. Dealer fitted extras or accessories are excluded.
- **Total Loss:** The Vehicle is the subject of accidental damage, fire or theft to the extent that a claim is paid as full and final settlement under the Motor Insurance

and that the Vehicle is deemed a “write off” (i.e. where your car has been so badly damaged that it’s value after repair would be less than it would cost to repair it, or it can not be repaired, or it has been stolen and unrecovered.

- **Eligible Vehicle:** Means the Vehicle specified on the GAP Schedule and listed in the “Car Sales Guide” and principally used in the Republic of Ireland having a maximum Net Invoice Price of €60,000.

Section 19.3

PERIOD OF INSURANCE

The Period of Insurance for GAP Cover be the period from Start Date until the earliest of the following dates:

- (a) 36 months from the Start Date, or
- (b) The date on which the Vehicle is sold or transferred to a new owner, or
- (c) The date a Claim is paid in respect of the Vehicle under this insurance.

Section 19.4

DETAILS OF GAP COVER

In the event of the Total Loss of the Vehicle occurring within the Territorial Limits during the Period of Insurance we agree to indemnify you for the amount by which the Net Invoice Price exceeds the Market Value. Such sum shall not exceed a maximum of €15,000.

In any event, the pay out under this Insurance, in conjunction with the payment under the Motor Insurance or Liability Insurance of any third party (of which this Insurance is supplementary), may not exceed the Vehicle’s Net Invoice Price at the time of Total Loss.

Gap Cover must be purchased on the date of conclusion of the contract of purchase of the Vehicle.

Section 19.5

MAKING A CLAIM

1. In addition to the claims process outlined in section 9, in the event of a Claim you must request a Claims Form from the GAP Claims Department, MAPFRE ASISTENCIA Agency Ireland, 22-26 Prospect Hill, Galway, Ireland OR by contacting the GAP claims line between 9am- 5pm, Monday to Friday Tel: No 091 560632 Fax 091 501619, Email: claims@mapfregap.ie
2. Complete the Claims Form fully and return it to the above address. You will also be required to provide:

- a) Motor Insurance claims form;
 - b) Motor Insurance certificate and policy wording/policy booklet;
 - c) Motor Insurance final settlement letter;
 - d) Original purchase invoice in respect of the Vehicle;
 - e) Vehicle Registration Certificate;
3. If the information above is not given to us within 30 days of receipt of a Claims Form then, unless you have previously contacted us and we have agreed an extension, or other exceptional circumstances apply, no benefit will be paid in respect of the Claim.

Section 19.6

SPECIFIC CONDITIONS FOR GAP COVER

GAP Cover may only be purchased within 30 days from the date of sale of the vehicle.

- a) If you decline the offer of a replacement vehicle under the terms of the Motor Insurance then we reserve the right to settle the Claim using the cost of a brand new replacement vehicle as at the Date of Loss by reference to the Car Sales Guide as the insured value.
- b) If you decline the offer of a replacement vehicle then this may result in no benefit being paid to you in the event of a Total Loss.
- c) GAP Cover may only be purchased within 30 days from the date of sale of the vehicle.

Section 19.7

EXCLUSIONS TO GAP COVER

The Gap Cover does not apply to, and we will not be liable in respect of any claim:

- a) Which has been declined by your Motor Insurance provider.
- b) If the vehicle is first registered more than 5 years ago at the date of sale of the GAP policy.
- c) If the Vehicle is stolen by any person who has access to the keys of the Vehicle.
- d) In respect of any Total Loss which occurs while the Vehicle is being used for pacemaking, racing, speed testing or reliability trials, hiring (including private hire and taxis), courier services or as an emergency vehicle or is being driven by any person not holding a valid current licence to drive the Vehicle.
- e) For any VAT element, where you are registered for VAT.
- f) In respect to any excess under the Motor Insurance.
- g) In respect to Vehicles without comprehensive Motor Insurance cover at the date of the Total Loss.

SECTION 20 TYRE COVER

Section 20.1

APPLICATION

This section 20 shall only apply if the Cover to be provided by us in accordance with this Policy includes Tyre Cover.

Section 20.2

SPECIFIC DEFINITIONS FOR THIS SECTION

For the purposes of this section 20, the terms used shall be understood to mean the following:

- **Damage:** The sudden and unforeseen deflation of a tyre arising from accidental damage to the tyre itself, necessitating immediate repair or replacement before normal use can be resumed.
- **Eligible Tyre(s):** Those tyres fitted on the Vehicle provided they have at least 3 millimetres of thread depth left at all times, and:
 - (1) Are “new” when put on the Vehicle.
 - (2) Legally carry the “E” or “e” mark that certifies that the tyre complies with the dimensional, performance and marking requirements of DIRECTIVE 92/23/EEC or equivalent.
 - (3) Have not been subject to re-threading.
 - (4) Have never been fitted to another vehicle other than the vehicle they were sold on.
 - (5) Have a Speed Mark of W or inferior.
 - (6) Have a maximum width of 225 cm, and a minimum width/height ratio of 45.
 - (7) Are not classified as winter tyres.
 - (8) Are not classified as compact spare tyre (emergency tyre).
 - (9) Are not classified as “Run Flat” tyres.
- **Repair Cost:** The reasonable cost of repair materials, including the cost of a new valve if necessary, and the labour cost of repairing, fitting and balancing a tyre.
- **Repairer:** any business that it is authorised to supply, repair and/or fit tyres.
- **Replacement Cost:** The reasonable cost of a like for like tyre of the same make, quality, wear and condition as the damaged tyre, including the cost of a new valve if necessary and the labour cost of fitting and balancing it.
- **Wear and Tear:** is classified as the end of the tyres normal effective working life, age or usage.

Section 20.3

PERIOD OF INSURANCE

The Period of Insurance for Tyre Cover shall commence at the Start Date and remain effective until the earliest of the following dates:

- (a) 12 or 24 or 36 months (as specified in the Insurance Schedule) from the Start Date, or
- (b) The scheduled Expiry Date,
- (c) The date on which the Eligible Tyre has less than 3 mm. tread,
- (d) The date on which the Vehicle is sold or transferred to a new owner, or
- (e) The date a Claim is made.

Section 20.4

SUMMARY OF TYRE COVER

In the event of an Eligible Tyre being subject to Damage within the Territorial Limits during the Period of Insurance, we agree to indemnify you up to €300 for the Repair Cost or Replacement Cost at a Repairer approved by us.

Limitations:

- The maximum number of Insured Tyres repaired or replaced per Claim is two.
- The maximum number of Claims during any 12 month period is two.

Should a third party be liable for Damage to the Eligible Tyre, any repayment from them or their insurers, including but not limited to motor vehicle third party liability insurance, will be deducted from the amount payable by us under this Cover.

The Tyre Cover does not include or provide cover for the legal obligations of the manufacturer, distributor, seller or any other person emanating from the provisions of the Irish legislation or other statutory instruments relating to Criminal, Civil or Contractual Liability.

Section 20.5

EXCLUSIONS TO TYRE COVER

The Tyre Cover does not apply to, and we will not be liable in respect of:

- a) Loss where the Vehicle contains "Run Flat" tyres.
- b) The legal obligations of the manufacturer, distributor, seller or any other person emanating from the provisions of the Irish legislation or other statutory instruments relating to criminal, civil or contractual liability.
- c) Loss if the conditions referred to in section 20.6 are not met.

Section 20.6

CONDITIONS FOR TYRE COVER

The provision of the Tyre Cover is subject to the following conditions:

- a) The Vehicle must be New at the Start Date of cover.
- b) The Vehicle must be registered in Ireland.
- c) The Vehicle must be classified as a "passenger car", weigh less than 3,500 kg, be up to date at all times in terms of the official Vehicle Technical Inspection and comply at all times with legislation in force.

Section 20.7

MAKING A CLAIM

In addition to the claims process outlined in section 9, when making a Claim under the Tyre Insurance Product you are obliged to notify us immediately in the event of a potential Claim, and always before any work is carried out on the vehicle.

We can be contacted on the following telephone numbers: 1890 882 511 (from Northern Ireland 00 353 91 560 604).

No work is to be carried out on the vehicle until authorisation has been approved by us. The repairer used shall be nominated by us. Only an estimate for the proposed repairs communicated to us on the Claims Form (supplied by us) will be considered.

We shall have 3 working days in which to accept a Claim. We may appoint a mechanical engineer to inspect the vehicle within the following 24 hours and we will authorise or reject the repairs within 1 working day after the engineers report is completed

For accepted claims we reserve the right to use our Tyre Provider, and supply the Tyre directly to the repair workshop.

The repairing workshop must provide us with the following documentation if requested:

- The Claim Form (supplied by us)
- The vehicle sales order form .
- MAPFRE ASISTENCIA customer satisfaction note or workshop job card filled in and signed by you.
- Copy of all invoices from the relevant Tyre supplier

SECTION 21 ROADSIDE ASSISTANCE COVER

Section 21.1

PERIOD OF INSURANCE

The Period of Insurance for Roadside Assistance Cover shall commence at the 'Start Date' specified on the Motor Pack Schedule and remain effective up to the 'Period of Cover' specified on the Schedule.

APPLICATION

This section 21 shall only apply if the Cover to be provided by us in accordance with this Policy includes Roadside Assistance Cover.

Section 21.2

SPECIFIC DEFINITIONS FOR THIS SECTION

For the purposes of this section 21, the terms used shall be understood to mean the following:

- **Breakdown:** The immobilisation of the Vehicle as a result of a mechanical or electrical failure, fire or any attempted theft, malicious damage, lost keys, stolen keys, keys broken in the lock or locked in the car.

Section 21.3

SUMMARY OF ROADSIDE ASSISTANCE COVER

In the event of the Vehicle being immobilised as a result of a Breakdown, we will provide the following benefits:

We will arrange and pay 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.
- Somebody to assist you in the event of a breakdown at your home.

Labour

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

Completion of Journey within Ireland

If repairs cannot be repaired at the roadside, and you or the Authorised Driver has broken down away from home, we shall arrange and pay for:

Onward transportation for you or the Authorised Driver and passengers to your intended destination within the Territorial Limit.

OR

Use of a replacement car for up to 48 hours while repairs are being carried out. (Limited to Class A Car Hire)

OR

Overnight accommodation for one night only, limited to Bed and Breakfast, while repairs to your vehicle are in progress, subject to maximum value of €35 per person and €175 in total.

In the event of the vehicle being repaired, we will provide the cost of public transportation for you to collect your vehicle.

Message Relay

We agree that we shall pass on at least two urgent messages for you.

Section 21.4

MAKING A CLAIM

Should you require assistance; please telephone MAPFRE ASISTENCIA on:

Republic of Ireland	1800 365 724
Northern Ireland	00 353 91 501633

Please have the following information available when you call:

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

Section 21.5

CONDITIONS FOR ROADSIDE ASSISTANCE COVER

- a) The Vehicle must be:
- registered in Ireland;
 - classified as a private car or car derived van (not exceeding 1.5 tonnes total vehicle weight) , be up to date at all times in terms of the official Vehicle Technical Inspection and comply at all times with legislation in force and is 10 years and under at the time of taking out this Policy; and
 - currently insured in Ireland and sold through an agent listed on the Insurance Schedule.

- b) **No benefits shall be payable unless we have been notified and have authorised assistance through the emergency telephone number provided.**
- c) Replacement cars are subject to commercial car hire criteria. This criteria may include, however is not limited to the following: full driver's licence without endorsements, a cash or credit card deposit. This criteria is 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. Car hire insurance is your responsibility.
- d) You must be with the Vehicle when the repairer arrives. If you are not with the Vehicle and our repairer cannot assist, any subsequent assistance will be at your own cost.
- e) If we have to make a forced entry to the Vehicle because you are locked out, you must sign a declaration, which confirms that we are not responsible for the damage.
- f) We may refuse assistance in circumstances where a driver is clearly intoxicated and or the vehicle is in an un-accessible off road location.
- g) Road Assistance Cover is not applicable if your vehicle has been modified for or is taking part in racing, trails or rallying.
- h) The Vehicle shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced.
- i) We will not attempt to recover vehicles that have modifications to wheel arches, front and rear bumpers and alterations to suspension levels (lowering etc).
- j) The Road Assistance Cover is non transferable to other vehicles.

Section 21.6

SPECIFIC EXCLUSIONS FOR THIS POLICY

We shall not be liable:

1. For any costs of repairing the Vehicle other than as outlined in section 21.3 above.
2. For any liability or consequential loss arising from any act performed in the execution of the assistance services provided.
3. To pay for expenses, which are recoverable from any other source.
4. For any Claim arising where the Vehicle is carrying more passengers or towing a greater weight 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.
5. For any Breakdown brought about by an avoidable or wilful and/or deliberate act committed by you.
6. For the cost of any parts, keys, lubricants, fluids or fuel required to restore the Vehicles mobility.
7. For any Claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the car.
8. For assistance to any occupants of the Vehicle who are hitchhikers being transported free of charge.
9. For assistance as a result of running out of fuel or putting incorrect fuel in the vehicle.