# Premium Range

**Mechanical and Electrical Breakdown Insurance** 







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# Welcome

The MAPFRE PREMIUM WARRANTY range from MAPFRE WARRANTY has been carefully designed to give you protection and peace of mind in the event of mechanical or electrical failure or breakdown.

MAPFRE WARRANTY is part of a multinational insurance company which today operates in 49 countries across America, Asia, Africa and Europe including the UK and Ireland. MAPFRE is one of the largest insurance businesses in the world and insures over 70 million people.

When you put your trust in MAPFRE you're in good company and in safe hands.

Yours sincerely

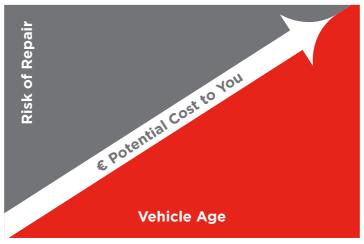
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Craig Senior General Manager

This warranty booklet outlines your warranty policy cover, so please ensure you fully read it carefully and you are clear on which cover option you have as indicated on your warranty certificate. If you have any queries in relation to your policy cover, please contact us at 1890 882 599

# Why choose a warranty?

Although reliability has improved significantly over the years, modern vehicles are still made up of thousands of electrical and mechanical parts which can sometimes go wrong. Unfortunately, as your vehicle ages and as its mileage increases, the risk of a potential mechanical or electrical failure also increases.



A warranty gives you peace of mind driving and avoids potentially expensive repair costs.

# 1. Premium Max Warrantv

Please note there is a maximum claim limit per repair as indicated on your Warranty Certificate.

If you have Premium Max Warranty the following will be covered:



### Mechanical & Electrical Factory Fitted Components

Today's motor vehicles are increasingly complex in design, made up of thousands of mechanical and electrical parts far too numerous to list individually. In the event of mechanical or electrical sudden failure of a component, the cost of repairing or replacing this component is covered, except those items listed under 'components excluded' on page 5.

#### Premium Max Warranty also includes the following additional benefits:



### Catalytic Converter & Diesel Particle Filter

These components are covered provided they fail due to sudden unforeseen circumstances. Manual and forced regeneration as per Manufacturers specification. must be attempted first (proof provided) before a claim for repair, reconditioning or replacement unit can be considered. Excludes impact or accidental damage, corrosion, flooding,



# Satellite Navigation System & In-Car Entertainment Systems

These items are covered if they are original factory fitted components and fail due to sudden unforeseen circumstances. Excludes accidental damage, cracked screens. fluid ingress, food ingress.



### km Unlimited Kilometres

There is NO limit on the amount of kilometers during your period of warranty cover, but you do have to keep your vehicle serviced in accordance with the manufacturers service intervals for that vehicle. Proof of documented service records may be requested in the event of a claim.



### 🕃 European Warranty Cover

This Policy will cover Your Vehicle for personal trips while it is outside the Island of Ireland in Europe for up to 60 days in total during the Period of Insurance. If Your Vehicle has a mechanical or electrical failure in any country, which is a member of the European Union or EFTA (European Free Trade Association).



# **Diagnostics**

In order for a repairer to work out exactly what is wrong with a vehicle, they normally carry out diagnostics to identify the fault. If the fault results in a valid claim under your warranty policy then the diagnostic costs will automatically be covered up to a maximum of €75 (plus VAT).



#### Vehicle Hire

If the repair time for a valid claim exceeds 8 hours, according to the Institute of Consulting Motor Engineers repair time schedules, you can claim up to 7 days vehicle hire at €30 (plus VAT) per day once you have obtained prior approval from the MAPFRE Warranty Claims Team. NOTE: repair time does not include delays in commencing the repair for any reason.

To qualify for Vehicle Hire you must meet the Vehicle Replacement Company's qualifying criteria.



### **Transfer of Warranty**

If you decide to sell your vehicle to another private owner you can transfer your unexpired portion of the warranty to them (see page 27 for Full Terms & Conditions), which may improve your chances of selling your vehicle more quickly. There is NO charge for this transfer but you must contact the MAPFRE Administrator with the new private owner's details.

### The following components are EXCLUDED from Premium Max Warranty:

Body/paintwork, exterior & interior trim, water ingress or leaks, door handles, check straps, glass, mirrors, seating frames & runners, lamps, light fittings, wiring, wiring looms, airbag & seatbelt systems, key blades, cards, fobs.

Normal wear & tear and service items, inc but not limited to: Batteries, fuses, glow plugs, spark plugs, HT leads, bulbs, wheels, tyres, exhaust systems, brake/clutch frictional material, wiper arms & blades, cables, pipes, hoses, and auxiliary drive belts. (Please refer to page 17 for the full list of items not covered).

# 2. Premium Plus Warranty

For vehicles less than 8 years old and less than 150,000km

Please note there is a maximum claim limit per repair as indicated on your Warranty Certificate.

If you have Premium Plus Warranty the following will be covered.



**Mechanical & Electrical Factory Fitted Components** 



**Unlimited Kilometres** 



**European Warranty Cover** 



**Vehicle Hire** 



**Transfer of Warranty** 



**Diagnostics** 

Premium Plus Warranty provides all the same great cover as Premium Max Warranty EXCEPT the following components which are OPTIONAL:



Catalytic Converter & Diesel Particle Filter



Satellite Navigation System & In-Car Entertainment Systems

Ask your dealer for more details about upgrading to include these additional components.

#### The following components are EXCLUDED from Premium Plus Warranty:

Body/paintwork, exterior & interior trim, water ingress or leaks, door handles, check straps, glass, mirrors, seating frames & runners, lamps, light fittings, wiring, wiring looms, airbag & seatbelt systems, key blades, cards, fobs.

Normal wear & tear and service items, inc but not limited to: Batteries, fuses, glow plugs, spark plugs, HT leads, bulbs, wheels, tyres, exhaust systems, brake/clutch frictional material, wiper arms & blades, cables, pipes, hoses, and auxiliary drive belts. (Please refer to page 17 for full list of items not covered).

# 3. Premium Component Warranty

Please Note there is a maximum claim limit per repair as indicated on your Warranty Certificate.

If you have Premium Component Warranty the following will be covered.



# **Extended Named Component List**

Only the following specifically listed components and associated labour costs are covered against mechanical and electrical failure.

- ABS: ABS module, sensor and pump;
- Air Conditioning: Compressor and condenser;
- Braking System: Brake limiter valve, calipers, master cylinder, servo (vacuum pump) and wheel cylinders;
- Central Locking: Solenoids, locking motors, door locks and locking control units;
- Clutch: Clutch cover, clutch fork and pivot, clutch plate, master cylinder, slave cylinder and thrust release bearing (excluding wear and tear);
- Cooling System: Radiator, thermostat, thermostat housing, heating and cooling fan motor and water pump;
- Driveline: CV joints, crown wheel and pinion, differential, drive shafts, half shafts, pinion carrier bearings, propshaft, sun and planet gears, universal joints, washers and spacers;
- Electrics: AAlternator, Ignition coil, electric window motors, Engine ECU and Body Control Module, headlamp wiper motors, heated front and rear screen elements, horn, indicator unit, relays, voltage regulator, starter motor, windscreen wiper motors, sunroof motor (excluding convertible roofs);
- Engine: All internal lubricated parts, also including engine block, cylinder bores & heads, cylinder head gaskets (excluding cracks & skims); flywheel, oil pump, timing belts (if has been changed in accordance with the manufacturers specified kilometer intervals):
- Fuel System: Throttle body, mechanical or electrical fuel pump, injectors and tank sender unit, (excluding all washer/seals);
- Transmission (Automatic & Manual): All internal lubricated parts within the transmission, also including valve body: torque converter, transfer box, transmission oil cooler, oil pump, vacuum modulator excluding All Electronic Units & Mechatronic Units;
- Steering and Suspension: Power steering rack, power steering pump, coil springs, wishbones, ball-joints, hydrolastic displacer units, suspension arms and torsion bars, anti roll bars;
- Turbo Unit: Turbo unit, including wastegate.

Important: unless those components are listed above or can be selected as an option, all other parts and components are excluded from PREMIUM COMPONENT WARRANTY.

### Premium Component Warranty also includes the following extra benefits:

- **Unlimited Kilometres**
- European Warranty Cover
- **Yehicle Hire**
- Transfer of Warranty
- Diagnostics Diagnostics

#### The following additional components are OPTIONAL:

- Catalytic Converter & Diesel Particle Filter
- Satellite Navigation System & In-Car Entertainment Systems

Ask your dealer for more details about upgrading to include these additional components.

# 4. Premium Powertrain Warranty

For vehicles less than 12 years old and less than 225,000kms

Please note there is a maximum claim limit per repair as indicated on your Warranty Certificate.

If you have Premium Powertrain Warranty the following will be covered.



## **Named Component List**

Only the following specifically listed component and associated labour costs are covered against mechanical and electrical breakdown.

- **Driveline:** CV joints, crown wheel and pinion, differential, drive shafts, half shafts, pinion carrier bearings, propshaft, sun and planet gears, universal joints, washers and spacers.
- Electrics: Alternator and starter motor.
- Engine: All internal lubricated parts, also including engine block, cyclinder bores & heads, cylinder head gaskets (excluding cracks & skims); flywheel, oil pump, timing belt (if has been changed in accordance with the manufacturers specified kilometer intervals)/tensioner (excluding overheating, decoking, burnt, pitted & sticking valves).
- **Transmission:** (Automatic & Manual): All internal lubricated parts within the transmission, also including valve body: torque converter, transfer box, transmission oil cooler, oil pump, vacuum modulator excluding All Electronic Units & Mechatronic Units.
- Turbo Unit: Turbo unit, including wastegate

Important: unless listed above, all other parts and components are excluded from PREMIUM POWERTRAIN WARRANTY.

Premium Powertrain Warranty also covers the following extra benefits:



**Unlimited Kilometres** 



**European Warranty Cover** 



**Vehicle Hire** 



**Transfer of Warranty** 



**Diagnostics** 

# Additional Optional Benefits

The following benefits are optional and will only apply if selected and the appropriate premium is paid and is shown on your Warranty Certificate.



### **Roadside Assistance**

In the event that the Insured vehicle cannot be driven as a result of a Mechanical or Electrical breakdown within the territorial limits then your Roadside Assistance policy will cover the cost of recovery of your vehicle to the nearest MAPFRE APPROVED repairer and arrange for onward transportation for you and your passengers to your intended destination within the territorial limits (maximum covered €30/£30Stg per person or €100/£100Stg in total plus VAT). See page 21 for full terms and conditions relating to Breakdown Assistance.



### **Emergency Accommodation**

(Only applies if Roadside Assistance is selected)

If you have optional Roadside Assistance and your vehicle suffers a mechanical or electrical breakdown within the territorial limits and away from your home, your warranty will cover the cost of emergency accommodation or travel expenses to get you home - this will be up to a maximum cost of €100 Plus VAT providing the breakdown results in a valid claim under your warranty and you have obtained prior approval from the MAPFRE Warranty Claims Team.



# **Diesel Particle Filter & Catalytic Converter**

These components are covered provided they fail due to sudden unforeseen circumstances. Manual and forced Regeneration as per Manufacturers specification must be attempted first (proof provided) before a claim for repair, reconditioning or replacement unit can be considered. Excludes impact or accidental damage, corrosion, flooding.



# Satellite Navigation & In-Car Entertainment Systems

These items are covered if they are original factory fitted components and fail due to sudden unforeseen circumstances. Excludes accidental damage, cracked screens, fluid ingress, food ingress.

# **General Conditions**

The following general conditions apply to all warranty options covered in this policy booklet.

- Prior Authorisation is required for all warranty claims. Repairs cannot commence until the Administrator has issued an authorisation number in advance;
- All warranty claims must be repaired in a Mapfre Approved Workshop. Please contact the administrator for details of the Mapfre Approved Workshops near you;
- No claims will be considered unless your vehicle is serviced to the manufacturers recommended service schedule from the date or kilometres of the last recorded service within a maximum allowance of 28 days or 2,000 kilometres (whichever occurs first);

This warranty policy is transferable at the insurer's discretion on the direct sale of the insured vehicle to a new private owner;

- The Administrator reserves the right to ask for proof of ownership of the vehicle covered by this warranty;
- This warranty will not cover any claim covered by an existing insurance policy or any agreement with a motoring breakdown organisation, or any fault occurring within the first 14 days.

# General Exclusions

The following general exclusions apply to all warranty options covered in this policy booklet.

Your warranty will not cover any mechanical or electrical breakdown or fault resulting from:

- · Wear and tear:
- Accidental or malicious damage;
- · Overheating, frost, corrosion, flooding, impact, fire, abuse or neglect;
- A defect which existed or was known prior to the warranty taking effect which is not sudden but has been detected during routine servicing or NCT;
- Any fault occurring within the first 14 days from date of sale;
- Lack of coolant, lubricant or hydraulic fluid being used;
- Any failure caused by an ingress of foreign matter / contamination causing a blockage to the lubrication, cooling or fuel systems;
- Gradual deterioration or failure of parts which have reached the end of their effective working lives;
- · Consequential damage by or to any other uninsured components are excluded;
- Routine servicing or replacement of any components with a recommended replacement interval;

- Any breakdown caused by negligence, improper servicing or failure to have the vehicle maintained to manufactures specified schedule, i.e. timing belt;
- The elongation of any component including timing chains;
- Software updates:
- Any vehicle that has at any time been subject to any category of a Total Loss Insurance claim.

# Making A Claim

If your vehicle develops a fault which you think may be covered by your warranty. Please contact the Administrators warranty claims team first, on one of the numbers shown below.

In the event of a claim or to arrange recovery please call:

WARRANTY CLAIMS LINE MOTOR RESCUE LINE OUTSIDE IRELAND

1890 882 511 1800 365 724 +353 (0)91 501 633

The Administrator will advise the course of action you should take.

If the OPTIONAL Roadside Assistance benefit is selected, and your vehicle cannot be driven then recovery is to the nearest MAPFRE approved workshop free of charge but if you want your vehicle recovered to another location this will incur an additional charge.

**Please remember:** All warranty claims MUST be authorised in advance by the Administrator and repaired in the nearest Mapfre Approved workshop. The Administrator shall not be liable for any repair costs where an authority number has not been issued prior to repairs commencing. The policyholder must authorise the dismantling of any components for inspection and diagnosis. If after dismantling no liability has been found, the policyholder must bear the cost.

# Premium Warranty Policy Terms & Conditions

These Terms & Conditions explain how Your Warranty works, and the many benefits You now enjoy as a MAPFRE PREMIUM Warranty Policy Holder.

Your MAPFRE Premium Warranty is underwritten and administered by MAPFRE ASSISTANCE Agency Ireland and MAPFRE WARRANTY (herein after known as 'We', 'us', 'Our'), on behalf of MAPFRE Asistencia Compañia Internacional de Seguros y Reaseguros Sociedad Anonima (hereinafter known as 'the Insurer').

Always keep this Policy Booklet outlining the Terms & Conditions of Your Mapfre Premium Warranty cover in Your Vehicle, as You will need it to hand should You need to make a claim.

Please ensure that You fully understand the Terms & Conditions relating to the Insurance, and in particular the Vehicle servicing requirements and the claims procedure. Please also note the information provided in the "Making a Claim" section.

#### **Definitions**

In this Policy the following words have specific meanings wherever they occur:-

**'Administrator'** MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAPFRE ASSISTANCE Agency Ireland and MAPFRE Warranty 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. Registration Number 903874. MAPFRE ASSISTANCE Agency Ireland, Ireland Assist, Ireland Assist House, 22-26 Prospect Hill, Galway.

**'Authority Number'** means the number issued by the Administrator to confirm a Valid Claim under this Policy.

'Component(s)' means Mechanical or Electrical Component(s) of the Vehicle covered by this Policy, please refer to section headed "Components Covered by Your Mapfre Premium Warranty Policy".

**'Diagnostics'** means the process of determining by examination the nature and circumstances of a problem with Your vehicle and to provide an answer or solution to Your fault.

**'Eligible Vehicle'** means a Vehicle first registered in the Republic of Ireland or imported from the UK and subsequently registered in the Republic of Ireland which is not listed under Exclusion 9 (relating to vehicles not covered) and which does not exceed the age/mileage parameters of this Policy.

**'European'** means any member countries of the European Union and European Free Trade Association at the time of the Mechanical or Electrical Breakdown. **IMPORTANT: This warranty will cover Your Vehicle while it is outside the Island of Ireland in Europe for up to 60 days in total during the period of warranty.** 

'G.V.W.' means Gross Vehicle Weight.

**'I.C.M.E.'** means The Institute of Consulting Motor Engineers (motor Industry trade body used by insurance companies to validate motor manufacturer repair time quidelines).

'Indemnity' means the sole purpose of this Policy is to put You back to the financial position You were in immediately prior to a Mechanical or Electrical Breakdown of the Vehicle. The Insurer's liability shall be only the cost of repairing or replacing the actual failed Component(s) required to return the Vehicle to its pre-claim condition. This is not a service or maintenance insurance policy.

**'Betterment'** For the purpose of this Policy, the Insurer understands "Betterment" to be a term used to describe the degree of improvement to a component(s) or vehicle from its pre-claim condition, whereby You have directly gained from any repair resulting from an authorised claim. Any such Betterment will be Your sole responsibility including any applicable VAT. (Note: Not applicable to Premium Max Warranty policy cover)

**'Insurer'** means Mapfre Asistencia Compañia Internacional de Seguros y Reaseguros Sociedad Anonima, who is authorised and regulated by the 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.

'Mechanical or Electrical Breakdown' means the sudden and unforeseen failure of a Component or Components arising from any permanent Mechanical or Electrical defect, causing complete stoppage of its function, necessitating immediate repair or replacement of the Component(s) before normal operation can be resumed.

**Net Invoice Price of the Vehicle'** means the net selling price of the Vehicle on the sales invoice, excluding any dealer fitted accessories. If the total Valid Claims paid reach the Net Invoice Price of the Vehicle, this Policy shall be deemed to have expired. We reserve the right on behalf of the Insurer to decline any Valid Claims, if the Net Invoice Price of the Vehicle is exceeded.

**'Network Labour Rate'** means the hourly labour rate We have negotiated with Your Supplying Dealer or the MAPFRE approved repairer. The Network Labour Rate at the time of any Valid Claim is the maximum labour rate We will pay for labour costs.

**'Period of Insurance'** means the period from the Policy Start Date until the earliest of the following dates:

- a) the end of the Period of Cover as shown on Your Warranty Certificate of Insurance, or:
- b) the date on which the Vehicle is subject to a total loss or;
- c) the date the accumulated Valid Claims cost exceeds the Net Invoice Price of the Vehicle, or;
- d) the date this Policy is cancelled, by either party.

**'Policy'** means this written agreement with the Insurer to provide warranty insurance to the Insured during the Period of Insurance.

**'Premium(s)'** means the amount payable by the Insured (and any taxes, commissions or charges thereon) for cover under this Policy.

'Purchase Date of the Policy' means the date You purchased this Policy.

**'Policy Start Date'** means the date shown as "Warranty Start Date" on the Certificate of Insurance. This will normally be the later of the date on which the Insured takes delivery of the Vehicle or the expiry of the manufacturer's warranty period, unless previously agreed by the Administrator.

**'Supplying Dealer'** means the motor dealer who has supplied the Insured with the Vehicle.

**'Territorial Limits'** means the Island of Ireland and Europe (see European definition) at the time of the Mechanical or Electrical Breakdown.

**'Valid Claim(s)'** means a claim for repair of Mechanical or Electrical Breakdown which has been accepted by the Administrator and for which an Authority Number has been issued.

**'Vehicle'** means an Eligible Vehicle purchased by the Insured and being the Vehicle specified on the Warranty Certificate of Insurance.

'We', 'Us' or 'Our' refer to definition of Administrator.

'You', 'Your', 'Insured' or 'Policyholder' means each individual specified on the Certificate of Insurance provided You are a resident of the Island of Ireland who is purchasing an Eligible Vehicle, has applied and been accepted for cover under this Policy, and has paid the Premium and has not cancelled during any cooling off period.

#### **Benefit**

This Policy is one of Indemnity, designed specifically to cover the cost of repairing or replacing Component(s) of the Vehicle which suffers Mechanical or Electrical Breakdown during the Period of Insurance occurring within the Territorial Limits. There is no limit to the number of Valid Claims that can be made under this Policy however the maximum amount payable per claim is the claim limit as indicated on your warranty certificate. Up to the net invoice price paid for this vehicle as also indicated on your warranty cert. The maximum amount payable during the policy cover is the Net invoice

#### **European Warranty Cover**

This Policy will cover Your Vehicle for personal trips while it is outside the Island of Ireland in Europe for up to 60 days in total during the Period of Insurance. If Your Vehicle has a mechanical or electrical failure in any country, which is a member of the European Union or EFTA (European Free Trade Association), You will be entitled to repairs subject to the Terms & Conditions of this Policy and the cost to get the equivalent repair done in the Island of Ireland. Prior authorisation is required from the administrator You will be required to pay the full cost of repair on completion and should submit a claim for the total amount agreed by the administrator for reimbursement upon Your return to the Island of Ireland

#### **Vehicle Hire**

If You make a Valid Claim, We will pay up to €30 per day, plus VAT, for up to seven days towards the cost of hiring a Vehicle whilst Your Vehicle is being repaired. The administrator will only authorise for Vehicle hire if Your Vehicle is being repaired under the Terms & Conditions of this Policy and the repair time exceeds 8 hours to complete (based on ICME repair times). The vehicle hire costs will form part of the total claim amount.

# IMPORTANT: Repair time does not include delays in commencing a repair for any reason (including waiting for parts to arrive).

Before arranging a replacement Vehicle, You must obtain Authority from the Administrator's claims department.

The Administrator will not be liable for any additional costs associated in respect of:

- Availability of parts;
- Parts transportation:
- Vehicle hire costs incurred awaiting parts transportation:
- Fuel:
- · Insurance, or
- Collision damage waiver

#### **Items Not Covered**

#### The following are not covered by Your Mapfre Premium Warranty Policies:

- Bodywork components, panels, paintwork, door handles, glass, trim, keys or key fobs, check straps, upholstery;
- Any item normally replaced during routine servicing. Such items as, but not limited to, spark plugs, plug leads, belts, brake drums/discs/pads/shoes, all filters, any adjustments or alignment;
- The cleaning or replacement of any item or components required due to any contamination or carbonisation, due to the use of incorrect fuels, oils or hydraulic fluids:
- Burnt, sticking or pitted valves;
- · Airbag systems, and seat belt systems;
- Any damage caused by frost, lack of anti-freeze, impact, accident or negligence;
- In car entertainment, traffic management systems, telephones, TV's and associated equipment; (only covered if selected as an additional option and original factory fitted components);
- · Strikers, hinges & check straps;
- Component failure resulting from accident damage, misuse, neglect, overloading or abnormal use;
- Damage which has occurred as a result of any non -original factory accessory;
- Any damage or losses to components that are not directly covered within the terms of this warranty;
- Any loss, damage or failure which occurs while the Vehicle is outside the Territorial Limits as detailed in these Terms & Conditions;
- Weather strips and body seals;
- All damage and repairs resulting from water ingress or flood damage of any form;
- Recharging of air conditioning system, unless part of a Valid Claim;
- Servicing of the Diesel Particle Filter as stated by some manufacturers, including isolated regeneration and the top up of the fuel additive.
- If You have an electric vehicle the following Components will not be covered: Li-ion battery (EV battery), traction motor, traction motor inverter, VCM (vehicle control module), reduction gear, DC/DC converter, on-board charger, charge connector and cable;
- Batteries, wiring looms and connectors, all lamp assemblies, all illumination devices, exhaust systems, wiper blades, wiper arms, wheel balancing / alignment, tyres, glow plugs;
- Oil Seals and Gaskets: However, in cases where a claim on a covered component has been accepted the policy covers any seal or gasket required to successfully effect the required repair;

- All casings: However, Should the failure of a covered Component result in damage
  to any associated casing the replacement of said casing will be covered if required
  to successfully effect the required repair. (provided the additional costs of repair,
  replacement and labour are within the Policy claim's limits):
- · All pipes and hoses;
- Fluid reservoirs and caps;
- · Fuel Injector washers;
- · All cables.

#### **Conditions**

#### The following Conditions apply to this Policy and failure to comply may invalidate cover:

- 1. No liability will be accepted for any claim where the Terms & Conditions of this Policy have not been fully complied with;
- 2. Only the Component(s) specifically relating to the level of Premium Warranty selected will be covered by this Policy;
- 3. In the event of any occurrence giving rise to a claim the Insured must advise the Administrator as soon as it is reasonably possible and must adhere to the procedure specified within the 'Making a Claim' Section of the Terms & Conditions. The Insured must take all reasonable steps to avoid further damage occurring. The Insurer will not accept liability for any damage caused by continuing to drive the Vehicle once a fault is evident:
- 4. It is a condition of this Policy that Your Vehicle is serviced in accordance with the manufacturer's guidelines. You must have it serviced to the manufacturer's recommended schedule from the date or mileage (which ever the sooner) of the last recorded service, You are allowed a maximum allowance of 2,000Kms or 28 days, whichever comes first.
  - IMPORTANT: Your Vehicle must be serviced by a VAT registered or S.I.M.I. approved workshop. You must ensure that You keep all servicing invoices and receipts, as they may be required by the Administrator in the event of a claim.
- 5. In the event of a claim relating to timing belts or chain failure, the Administrator will require proof that the belt has been changed or tension has been adjusted in accordance with the manufacturer's specification. The Insurer will not accept liability for the cost of repairing timing belt or chain Failure and associated damage without proof of periodic replacement/adjustment;
- 6. Repairs must not commence until the Administrator has issued an Authority Number to the repairer in advance.

- 7. If You, or Your agent make any claim knowing it to be false or fraudulent in any respect, then this Policy will become null and void. We will take legal action to recover all sums paid in respect of any false or fraudulent claims including legal costs and damages;
- 8. This Policy will not cover any claim covered by any existing insurance policy or policies, or any agreement with a motoring breakdown organisation;
- 9. This Policy is in addition to the Insured's legal rights and is not to be substituted for the Supplying Dealer's liability if the Vehicle is found to be unfit for the purpose for which it was intended, or is not as described or is not of satisfactory quality;
- 10. The Administrator reserves the right to specify or supply direct the use of reconditioned, exchange or non-original equipment (sometimes known as "pattern") Component(s) as part of an authorised repair;
- 11. The Administrator reserves the right to ask for proof of ownership of the Vehicle covered by this Policy;
- 12. The parties of this Insurance Policy can choose the law that applies to it. In the absence of any written agreement to the contrary, the laws of Ireland will apply;
- 13. This Policy is renewable at the discretion of the administrator;
- 14.If You are VAT registered, the VAT element of any payment due will be Your responsibility;
- 15.If any information provided to the Insurer or Administrator by the Insured or anyone acting on behalf of the Insured is inaccurate or if the Insured fails to disclose any information which might reasonably affect the Insurer's decision to provide insurance under this Policy, the Insured's right to any benefit under this Policy will end;
- 16. All vehicles must have a valid NCT.

#### **Betterment**

#### Please note that the following does not apply to PREMIUM MAX Cover:

The following list of items deteriorate through general use and will be subject to a percentage of betterment. The list includes but is not limited to:

- Brake discs/drums/wheel cylinders, CV joints/boots, drive shafts/carrier bearings, u joints, wheel bearings, hubs and callipers;
- Timing chain or belt (including any tensioners, guides and bearings);
- Shock absorbers/mounts, suspension airbags, coil springs, steering/suspension arms/bushes/gaiters/ball joints/knuckles, engine and gearbox mounts, gas springs for tailgate/bonnet;
- Flywheels, Clutch release bearing/slave cylinders/discs/pressure plates/bushings/ forks:

Betterment contribution is payable on the PARTS ONLY and is the responsibility
of the insured.

The percentage applicable is based on the odometer reading at the time of the claim of as follows:

- Over 100,000 Kilometers = 20%
- Over 150,000 Kilometers = 30%
- Over 175,000 Kilometers = 40%
- Over 200,000 Kilometers = 50%

NOTE: All other parts (not listed above) if specifically covered in the level of premium warranty selected will be paid in FULL up to the claim limit indicated on the premium warranty certificate.

#### **Exclusions**

The Insurer will not cover claims caused by, or arising from or in connection with the following:

- 1. Losses arising from manufacturer's defects, inherent design faults, recall campaigns, during or after manufacturer's warranty period;
- 2. Any claim unless notified to the Administrator prior to the expiry of the Period of Insurance;
- 3. This Policy is designed to cover vehicles built to the manufacturer's original specification. If Your Vehicle has been modified with any non-manufacturer approved supplied parts or has undergone any performance related modifications that are associated to the items covered under this Policy, We reserve the right to decline any claim (and any associated damage) that may occur due to the fitting/failure of a modified part. Cosmetic modifications are acceptable including wheels/tyres providing they are the same size/specifications as the manufacturer's equivalent.

PLEASE NOTE: If Your Vehicle has been modified to accommodate a disability it will not invalidate Your Policy, providing the modification is not performance enhancing. However, the modification itself and its components will not be covered by Your Policy.

- 4. Any damage caused to or by excluded Component(s);
- 5. Faults attributable to a previous faulty repair;
- 6. Use of an incorrect grade or type of fuel or oil;
- 7. Faults associated with lack of routine maintenance;
- 8. Where the Insurer is unable to verify the actual mileage of the Vehicle at the time of the claim:

#### 9. Excluded Vehicles:

- · Any public service Vehicle, such as military, police, ambulance or fire Vehicle;
- Any Vehicle used for hire and reward including but not limited to taxi, limousines, courier services, private hire and driving school vehicles;
- Any commercial Vehicle with an unladen weight of more than 3.5 tonnes Gross Vehicle Weight (G.V.W);
- Any American import, grey import, kit cars, motorhomes, quad bikes, motorcycles and rotary engine and any engine with a non-manufacturer fitted LPG conversion:
- Any vehicles used in any type of competition or rally racing, any type of track day, off road, speed testing, pace making or reliability trials;
- The following makes of vehicles are excluded; AC, Aston Martin, Bentley, BMW Alpina, Bristol, Bugatti, Caterham, Cosworth, De Tomaso, Ferrari, Ginetta, Jaguar XJ220, Lamborghini, Lancia, Lister, Lotus, Maserati, McLaren, Marcos, Rolls Royce, TVR and Kit Cars.
- 10. Any liability for death, bodily injury or damage to other property or any such loss caused directly or indirectly by the claim or event giving rise to a claim under this Policy;
- 11. Any Vehicle where the speedometer has been interfered with, altered or has been disconnected:
- 12. Claims arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, acts of terrorism, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local Authority;
- 13. Claims directly or indirectly caused by or contributed to or arising from ionising radiation, contamination by radioactivity from any nuclear fuel or 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 parts thereof.

### **Roadside Assistance (Optional)**

This cover will only apply if it is shown on your Premium Warranty Certificate.

#### **Benefits**

MAPFRE ASSISTANCE Agency Ireland will provide Roadside Assistance in the event of the Insured's Vehicle being immobilised within the Territorial Limits as a result of a Mechanical Breakdown or Electrical failure ONLY.

MAPFRE ASSISTANCE Agency Ireland (the Company) will arrange and pay for the benefits set out here after:

- One hour's free labour at the roadside if the vehicle can be repaired in situ.
- Towing the vehicle to the nearest MAPFRE Approved Repairer,
- Somebody to assist you in the event of a breakdown at your home.

#### 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 repairers premises.

#### **Completion of Journey**

If repairs cannot be made in situ, and the Insured's Vehicle has broken down away from home, the Company can arrange and pay for:

Onward transportation for the Insured and passengers home or to their intended destination within the territorial limits up to a maximum of €100

Or

Use of a replacement car (group A) for up to 48 hours while repairs are carried out subject to a maximum value of €30 per day.

Or

Overnight accommodation for one night only, limited to Bed and Breakfast, while repairs to the Insured's vehicle are in progress, subject to maximum value of €100.00 in total.

Your, MAPFRE ASSISTANCE Motor Rescue 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. 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, e.g. car hire in a rural area may be impossible to obtain in the early hours of the morning.

#### What to do?

Should your require breakdown assistance, please telephone the MAPFRE ASSISTANCE Helpline: 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
- Your Premium warranty certificate 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 available through MAPFRE ASSISTANCE. If you make your own arrangements you will not be reimbursed.

#### **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 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.
- 3. 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.
- 4. 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.
- 5. Territorial limits of cover is the Island of Ireland.
- 6. To be eligible for assistance, the Insured shall hold a current Motor Insurance Policy.
- 7. 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.
- 8. We may refuse assistance in circumstances where a driver is clearly intoxicated or the vehicle is in an un-accessible or off road location or cannot be transported safely or legally or without hindrance using a standard transporter/equipment.
- 9. Cover is not applicable if your vehicle has been modified for or is taking part in racing, trails or rallying.
- 10. Your vehicle shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced.
- 11. 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.
- 12. Vehicles eligible for assistance will be restricted to any private car up to 2.5 tonnes in laden weight and is 12 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. Replacement cars & vans are subject to commercial car & van 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 & van hire that the car or van must be returned to the pick up point.

17. Your MAPFRE ASSISTANCE Roadside Assistance cover is limited to a maximum of 3 Assists in any 12 month policy term. After the 3rd Assist, your Roadside Assistance policy cover becomes void.

#### **Exceptions**

The Administrator 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 Your Vehicle is carrying more passengers than that for which it was designed as stated in the Manufacturer's specifications or arising directly from 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 You.
- 5. For the cost of repairing the 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 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 assistance as a result of running out of fuel or use of incorrect fuel.
- 10. 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.
- 11. For claims arising from loss of or damage to contents of your vehicle.
- 12. We do not cover punctures where no serviceable spare wheel or tyre is available.

#### **Customer Care**

In the unlikely event of a dispute occurring regarding this Policy or the service received the Insured should write to the Administrator, MAPFRE ASSISTANCE Agency Ireland,22-26 Prospect Hill, Galway, Ireland who will investigate this matter, or if the Insured has any issues regarding the terms of this Policy, the Insured should write to the Customer Care Manager at, MAPFRE ASSISTANCE Agency Ireland, 22-26 Prospect Hill, Galway, Ireland. Telephone 091 501600 or Email customer.service@mapfre.com. Your complaint will be acknowledged within 5 business days of receipt and an update provided every 20 business days thereafter. The complaint will be fully investigated and a full response issued to you. We will endeavour to resolve your complaint within the prescribed timeframe of 40 business days. Should you remain dissatisfied, You may refer your complaint to: The Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, Low Call 1890 88 20 90 or Email enquiries@financialombudsman.ie

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

If You suffer from any disability affecting Your ability to read these Policy Terms & Conditions and/or to take any action under them, please contact, or arrange for some person, on Your behalf, to contact the Administrator for assistance.

### 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.

#### **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.

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:
  - 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;
  - 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.

#### **Contact Us**

Write to: Mapfre Assistance Agency Ireland, 22-26 Prospect Hill, Galway, Ireland. Phone: 1890 882 599 Email: info@mapfrewarranty.ie

#### Cancellation

You have the 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 purchase date of the policy to the Warranty Sales Manager, MAPFRE ASSISTANCE Agency Ireland, Ireland Assist House, Prospect Hill, Galway, or email admin@mapfrewarranty.ie. quoting the certificate number.

# Transfer of Ownership Form

Send to MAPFRE ASSISTANCE Agency Ireland, 22-26 Prospect Hill, Galway.

### **Warranty Transfer (To A New Owner)**

If You sell Your Vehicle during the period of Your Warranty, You may transfer the benefits of the warranty to the new Vehicle owner, provided that the Vehicle is sold privately and not through a garage, motor trader, auction or similar company. The transfer will be subject to MAPFRE ASSISTANCE Agency Ireland approval.

If You sell Your Vehicle to a new private owner, You may transfer the Benefit of this Mapfre Premium Warranty Policy subject to the following conditions.

- You must have paid the full Premium
- The Vehicle servicing must be up to date
- There are no claims pending
- You are selling to a private purchaser (the Policy cannot be transferred to a motor dealer or trader - in this case the Policy becomes null and void).

To transfer the unexpired portion of the Policy, You and the new owner must complete and sign this form and send it to the Administrator within 14 days of selling the Vehicle, together with all servicing receipts from the Policy Start Date. These details must be sent by Recorded Delivery.

Please Note: MAPFRE ASSISTANCE Agency Ireland are unable to give any advice on whether this Mapfre Premium Warranty Policy is suitable for the needs of the new owner.

Transfer Request				
Policy Number:				
Vehicle Registration No:				
Date of Sale:				
Mileage at Sale:				
	rehicle to the new owner detailed below and I would portion of the Policy with the Vehicle.			
I confirm that there are no pethe Vehicle.	ending claims and I am unaware of any defect with			
Original Insured's signature:				
Print Name:				
Date:				
New Owner's Details And Declaration				
Mr/Mrs/Ms:				
Address:				
Telephone Number:				
Email Address:				
that I am not a motor dealer hire or reward. I have read an	the above Vehicle from the original Insured. I confirm or trader and I do not intend to use the Vehicle for d agree to abide by the Terms & Conditions of the and benefits of the Policy are transferred to me.			
New Owner's signature:				
Print name:				
Date:				



Your life. Our world



MAPFRE ASSISTANCE Agency Ireland Reg number 903874 Ireland Assist House 22-26 Prospect Hill Galway

Product Information Tel: 1890 882 599 Email: info@mapfrewarranty.ie

Motor Rescue Tel: 1800 365 724 Northern Ireland: +353 (0) 91 501 633 Warranty Claims Tel: 1890 882 511 Claims Fax: +353 (0) 91 565 971

"MAPFRE ASISTENCIA Compania Internacional de Seguros Y Reaseguros S.A trading as MAPFRE ASSISTANCE Agency Ireland and MAPFRE WARRANTY. MAPFRE ASISTENCIA Compania Internacional de Seguros Y Reaseguros S.A., trading as MAPFRE ASSISTANCE Agency Ireland, is authorised by the 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. Registered number 903874.