

# BLUE

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## INSURANCES



## Motor Breakdown Assistance **Policy**

## Definitions relating to Section 1 – Motor Breakdown Assistance.

The Insured : Any driver who is driving the vehicle specified on the Validation Certificate and who is driving with the Insured's knowledge and consent and who is a resident of Southern Ireland

The Company : MAPFRE ASISTENCIA Compania Internacional de Seguros Y Reaseguros. S.A. T/A MAPFRE ASISTENCIA Agency Ireland (Company Registration Number 903874)

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

Insured Vehicle : The private car as specified on the Validation Certificate [not exceeding 1.5 tonnes total vehicle weight] which is 15 years and under at the time of taking this policy, and driven within the terms of the current Certificate of Motor Insurance relating to such car.

Territorial limit : Island of Ireland

Section D 5 Star Territorial Limit : European Union excluding the Island of Ireland, Andorra, Gibraltar, Liechtenstein, Norway, San Marino, Switzerland, Monaco.

Period of Cover : The period of cover as specified on the Validation Certificate.

Sections of Cover : The applicable sections of cover will apply as specified on the Validation Certificate

The vehicle is covered for the assistance services in this policy for a maximum of three breakdowns during the period of cover if the Insured has paid the premium

In such circumstances, or if the service is not provided for under the terms of this policy, the Company will try, if the Insured's wish, to arrange it at the Insured's expense. The terms of such assistance is a matter between the Insured and the Supplier.

## Section 1 Motor Breakdown Assistance

### Benefits

MAPFRE ASISTENCIA on behalf of Blue Insurances Limited insured customers will provide the following benefits:

In the event of the Insured vehicle being immobilised as a result of an mechanical or electrical breakdown, fire, theft or any attempted theft, malicious damage, punctures that require assistance to fix or replace a wheel, lost keys, stolen keys, keys broken in the lock or locked in the car.

## Section A – 2 Star : Nationwide Local Recovery

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

- 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.

### Labour

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

### **Section B – 3 Star : Nationwide Local Recovery plus Onward Journey**

The cover in this section will only apply if it is shown on your Validation Certificate

#### **Completion of Journey**

If repairs cannot be repaired in situ, and 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.

Or

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

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 Stg£35 and Stg£175 in total, €35 per person and €175 in total.

#### **Message Relay**

We will pass on two urgent messages for you.

In the event of the vehicle being repaired, the assistance company will provide the cost of public transportation for the Insured to collect his/her vehicle.

#### **Theft of Car**

In the event of the theft of the Insured's vehicle, which has been reported to the Police and the Insurance Company, and not recovered within 24 hours, the assistance company will provide a replacement car for up to five days or to when the Insured vehicle is recovered, whichever is soonest.

### **Section C – 4 Star : Nationwide Local Recovery plus Onward Journey plus Homestart**

The cover in this section will only apply if it is shown on your current Validation Certificate.

MAPFRE ASISTENCIA will send somebody to assist you in the event of a breakdown at your home.

### **Section D – 5 Star : Nationwide Local Recovery plus Onward Journey plus Homestart plus European Cover**

The cover in this section will only apply if it is shown on your current Validation Certificate.

#### **Completion of Journey outside the Republic of Ireland**

If you are travelling outside of the Island of Ireland and your vehicle cannot be repaired in situ, the Company can arrange and pay for:

Onward transportation for the Insured and passengers home or to their intended destination within the territorial limits.

Or

Overnight accommodation for up to 4 nights, limited to Bed and Breakfast, while repairs to the Insured's vehicle are in progress, subject to a maximum value of €35 per person and €175 in total.

Or

Car hire for up to 4 days while your car is being repaired.

#### **Vehicle Repatriation.**

In the event your car cannot be repaired before your intended journey home, we will endeavour to repatriate your car within three working weeks to your home address.

The Company will pay up to a maximum €750 per any one claim which includes continuation of journey benefits and repatriation of vehicle arising from a single breakdown. Motor Breakdown Assistance is a 24 hour emergency & breakdown recovery service. It is there to assist you in your time of need. The choice of assistance supplied depends on the options available to the rescue provider at the time of the request for assistance. You should be aware that the cover provided will be at MAPFRE ASISTENCIA's discretion as not all options are available to them at all times. i.e. Car Hire in a rural area may be impossible to obtain in the early hours of the morning.

What to do?

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

**Republic of Ireland**

**1800 205 201**

**Outside the Republic of Ireland**

**00 353 91 501623**

Please have the following information available when you call:

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

MAPFRE ASISTENCIA is responsible only for the cost of providing benefits available through the Motor Breakdown Assistance line. If you make your own arrangements you will not be reimbursed.

Arranged By

This policy is supplied and administered by Blue Insurances Limited, Plaza 212, Blanchardstown Corporate Park, Blanchardstown, Dublin 15 who are regulated by the Financial Regulator.

Master Certificate Number

This evidence of Insurance is to confirm that those persons who have paid the appropriate premium are insured under the Master Certificate BI/IREMA/MBD2010/1 issued to Blue Insurances Limited.

Customer Care

In the unlikely event of a dispute occurring regarding the sale or administration of this Policy you should, in the first instance, write to:

The General Manager, Blue Insurances Limited, Plaza 212, Blanchardstown Corporate Park, Blanchardstown, Dublin 15.

For all other disputes regarding the breakdown services supplied by this policy, you should contact the Underwriter Directly:

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

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

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

### Conditions

1. No benefit shall be payable unless the Company has been notified and has authorised assistance through the medium of the emergency telephone number provided.
2. In the event of theft of the Insured vehicle, the theft must be reported to a police station before any benefits can apply.
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 Republic of Ireland.
6. Vehicles eligible for assistance will be restricted to Private Cars or Car Derived Vans.
7. To be eligible for assistance, the Insured shall hold a current Motor Insurance Policy.
8. 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.
9. 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.
10. We may refuse assistance in circumstances where a driver is clearly intoxicated or the vehicle is in an un-accessible off road location.
11. If we have to make a forced entry to the Insured vehicle because you are locked out, you must sign a declaration, saying that you will be responsible for the damage.
12. Cover is not applicable if your vehicle has been modified for or is taking part in racing, trails or rallying.
13. Your vehicle shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced.
14. There is a moratorium period of 48 hours of inception of the policy
15. Maximum duration of any one trip is 30 days under 5 Star Cover.
16. No claims shall be paid for a second use of our services if no remedial action has been taken to correct the initial fault

### Exceptions

The Company shall not be liable:

1. For any liability or consequential loss arising from any act performed in the execution of the assistance services provided.
2. To pay for expenses, which are recoverable from any other source.
3. For any claim arising where the vehicle is carrying more passengers 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.
4. For any accident or breakdown brought about by an avoidable or wilful or deliberate act committed by the Insured.



### Exceptions Continued

5. For the cost of repairing the car other than outlined in the benefit, 'Labour' above.
6. For the cost of any parts, keys, lubricants, fluids or fuel required to restore a vehicle's mobility.
7. For any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the car.
8. For any breach of this section of the Policy or failure on our part to perform any obligation as a result of acts of god, 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.

### Data Protection

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

A person may request, in writing, a copy of details about himself/herself held by MAPFRE ASISTENCIA by sending a written request to the Data Protection Compliance Officer, MAPFRE ASISTENCIA Agency Ireland, Ireland Assist House, Prospect Hill, Galway together with the payment of the applicable fee (currently €6.35). There is also a right to correct any inaccuracies identified in the personal data we hold.

### Cancellation

The Insured has a right to cancel cover and to receive a full refund of Premium under this Policy provided no claims are known or reported by giving written notice of cancellation within 14 days from the Issue Date to Blue Insurances Limited, enclosing the certificate and terms and Conditions. Unless the Insured exercises this right to cancel within the above period, the Insured shall not thereafter be entitled to any refund of Premium.

### Renewing the Policy each year.

This policy is not automatically renewed each year, you will however receive a notification that your policy is about to expire inviting to renew prior to the expiry date. This notification will be sent to the email address as supplied in the provision of the original web booking. Neither Blue Insurances Limited or MAPFRE ASISTENCIA are responsible for failure to receive this notification.

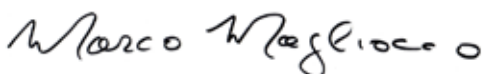
### Insurance Act 1936

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

### Finance Act 1990

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

Signed on behalf of the Company



By Authority of the Board

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.