

ARAG Motor Assistance

Policy Wording

In the event of a breakdown,
call our **Motor Assistance** helpline on

0818 670 670

from the Republic of Ireland or

0800 404 9206

from outside the Republic of Ireland



Important **Information**

This is your ARAG Motor Assistance policy – it includes everything you need to know about your cover.

We suggest you keep this document in a safe place as you will need to refer to it in the event of a breakdown or accident.

- 24 hour helpline service
- Roadside assistance
- Roadside repairs
- Recovery service
- Get-you-to-your-destination service
- Message relay
- Home start

Contents

Welcome to ARAG Motor Assistance	4
How we can help	4
When we cannot help	4
How to make a complaint	5
The meaning of words in this policy	6
Cover	6
Assistance services under this policy	7
Sub-section A – Republic of Ireland cover	7
1 Emergency roadside repairs and home breakdown	7
2 Vehicle recovery	7
3 Getting you to your destination	7
4 Emergency message service	7
Sub-section B – Cover outside Republic of Ireland	8
1 Emergency roadside repairs	8
2 Vehicle recovery	8
3 Getting you to your destination	8
What is not covered by this policy	9
Conditions	10
Privacy statement	11

Welcome to **ARAG Motor Assistance**

Thank **you** for purchasing this ARAG Motor Assistance. To make sure **you** get the most from **your** ARAG cover, please take time to read this policy which explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact **your** insurance adviser.

How we can help

We are here to help **you** 24 hours a day, 365 days a year.

In the event of a **breakdown**, call **our** Motor Assistance helpline on **0818 670 670** (or **0800 404 9206** when calling from outside the Republic of Ireland) and provide the following information:

- Policyholder's name.
- Policy number and/or registration number of the **vehicle**.
- Make, model and colour of the **vehicle**.
- Nature of the **breakdown** and location of the **vehicle**.
- A telephone number where **you** can be contacted.

A Motor Assistance operator will arrange for an approved agent to come to **your** assistance as quickly as possible.

It is important that **you** contact **our** Motor Assistance centre as soon as possible after the breakdown. The **insurer** will not cover any call-out charges and labour costs unless **we** have given **our** agreement.

If **your vehicle** cannot be repaired within an hour at the scene of the **breakdown**, **we** can arrange for the **vehicle** and **insured person(s)** to be taken to a **competent repairer** or, provided it is nearer, **your** home address. If the **vehicle** cannot be repaired the same day as the **breakdown**, **we** will pay for one of the following:

- transporting **you** and **your** vehicle to a destination within the **countries covered**; or
- the hire of a vehicle for 48 hours so **you** can continue **your** journey; or
- reimburse the cost of overnight accommodation.

Telephone calls to **us** may be monitored and recorded as part of **our** training and quality assurance programmes.

When we cannot help

Our approved agents cannot work on **your vehicle** if it is unattended. Please do not arrange assistance before **we** have agreed. If **you** do, **we** will not pay the costs involved.

How to make a **Complaint**

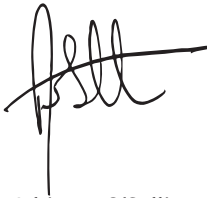
We will always try to give **you** a quality service. If **you** think **we** have let **you** down, **you** can contact **us** by:

- phoning **01 670 7470**
- emailing **customerrelations@arag.ie**
- writing to the Head of Legal & Compliance at **ARAG Legal Protection Limited | 1 Hatch Street | Dublin 2 | D02 PY28**

Details of **our** internal complaint handling procedures are available on request.

If **you** are still not satisfied **you** can contact the Financial Services and Pensions Ombudsman (FSPO) at **Lincoln House | Lincoln Place | Dublin 2 | D02 VH29**. **You** can also contact them by emailing their Information Service at **info@fspo.ie** or calling them on **+353 1 567 7000**. Website **www.fspo.ie**

You can also contact the Insurance Information Service at **5 Harbourmaster Place | IFSC | Dublin 1 | D01 E7E8** or by phoning **01 676 1820**. Website **www.insuranceireland.eu**



Adrienne O'Sullivan
Chief Executive Officer
ARAG Legal Protection Limited

The meaning of **words** in this policy

The following words have these meanings wherever they appear in **bold**:

breakdown	(1) Mechanical or electrical failure; or (2) accidental damage, or damage caused by vandalism, fire or attempted theft or puncture; which stops your vehicle moving.
competent repairer	Is the nearest garage to the scene of the breakdown , that can carry out repairs to the vehicle .
countries covered	Sub-section A The Republic of Ireland. Sub-section B The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.
insured person(s)	You , and any passenger or driver who is in the vehicle with your permission at the time of the breakdown .
insurer	ARAG Allgemeine Versicherungs Aktiengesellschaft.
period of cover	The period for which we have agreed to cover you .
vehicle	Any private cars or private cars modified for commercial use, or commercial cars not exceeding 3,500kg total vehicle weight that have been declared to us .
we, us, our	ARAG Legal Protection Limited who is authorised under a coverholder agreement to administer this insurance on behalf of the insurer , ARAG Allgemeine Versicherungs Aktiengesellschaft.
you, your	The person who has taken out this policy.

Cover

You are covered for the assistance services in this policy for a maximum of six **breakdowns** during the **period of cover** if **you** have paid **your** premium. **We** agree to provide the assistance services in this policy keeping to the terms, conditions and exclusions as long as the **breakdowns** happens during the **period of cover** and within the **countries covered**.

If the service **you** require is not provided for under the terms of this policy, **we** will try if **you** wish to arrange it at **your** expense. The terms of any such assistance are a matter for **you** and **your** supplier.

Assistance services **under this policy**

SUB-SECTION A – REPUBLIC OF IRELAND COVER

1 Emergency roadside repairs and home breakdown

The **insurer** will pay the call-out charge and up to one hour's labour costs for one of **our** approved agents to attend the scene of the **breakdown**, and where possible, carry out emergency repairs provided the **vehicle** can be repaired at the scene of the **breakdown**.

2 Vehicle recovery

If **your vehicle** cannot be repaired within one hour at the scene of the **breakdown**, the **insurer** will pay for the cost of transporting **your vehicle** and **insured person(s)** to a single destination, being either:

- (a) a **competent repairer**; or
- (b) if the **insured person** wishes, their home address, provided it is nearer.

3 Getting you to your destination

If **your vehicle** cannot be repaired on the same day as the **breakdown** and has broken down away from **your home, we** and/or the **insurer** will either:

- (a) pay the cost of transporting **your vehicle** or **insured person(s)** or both to a destination(s) within the **countries covered** provided that the **insured person(s)** are transported to the same destination up to a limit of €150; or
- (b) arrange and pay the cost of hiring a category A **vehicle** for up to 48 hours while repairs are carried out to allow the **insured person(s)** to continue their journey to a destination within the **countries covered**; or
- (c) arrange transport for **insured person(s)** to travel to a hotel. **You** will have to pay for the cost of this, and the hotel costs; but the **insurer** will reimburse **you**. The most the **insurer** will pay for transport to the hotel and the cost of hotel accommodation is €150 for any one **breakdown**. **You** must pay the hotel bill, but the **insurer** will reimburse **you** on receipt of the relevant bill(s) subject to the €150 limit for any one **breakdown**.

Conditions

- (i) The **insurer** will only pay a maximum of €150 for any one **breakdown**.
- (ii) **You** must send **us** all the relevant invoice(s) before the **insurer** will reimburse **you**.

Please note: Sub-section A – 3 Getting you to your destination is not applicable to commercial car owners.

At all times we will decide the best way to provide assistance.

4 Emergency message service

When **you** claim for any of the services detailed in **1, 2** and **3** above **we** will forward two messages to members of **your** family, friends or work colleagues if **you** would like this.

SUB-SECTION B – COVER OUTSIDE REPUBLIC OF IRELAND

1 Emergency roadside repairs

The **insurer** will pay the call-out charge and up to one hour's labour for one of **our** approved agents to attend the scene of the **breakdown**, and where possible, carry out emergency repairs.

2 Vehicle recovery

If **your vehicle** cannot be repaired within one hour at the scene of the **breakdown**, the **insurer** will pay for the cost of transporting **your vehicle** to one of **our** competent repairers.

3 Getting you to your destination

If **your vehicle** cannot be repaired on the same day as the **breakdown** and/or the **insurer** will either:

- (a) pay the cost of transporting **your vehicle** and **insured person(s)** to their onward destination within the **countries covered**; or
- (b) if the onward destination is the Republic of Ireland, pay the cost of transporting **your vehicle** and **insured person(s)** to a **competent repairer** or if the **insured person** wishes, their home address, provided it is nearer; or
- (c) arrange and pay the cost of hiring a category A **vehicle** for up to 48 hours while repairs are carried out, to allow the **insured person(s)** to continue their journey to a destination within the **countries covered**. The replacement **vehicle** must remain within the **countries covered**; or
- (d) arrange transport for **insured person(s)** to travel to a hotel. **You** will have to pay for the cost of this, and the hotel costs; but the **insurer** will reimburse **you**. The most the **insurer** will pay for transport to the hotel and the cost of hotel accommodation is €150 for any one **breakdown**. **You** must pay the hotel bill, but the **insurer** will reimburse **you** on receipt of the relevant bill(s) subject to the €150 limit for any one **breakdown**.

Conditions

- (i) **You** must send **us** all the relevant invoice(s) before the **insurer** will reimburse **you**.

Please note: Sub-section B – 3 Getting you to your destination is not applicable to commercial car owners.

At all times we will decide the best way to provide assistance.

What is **not covered** by this policy

- 1 The **breakdown of your vehicle**:
 - within the first 48 hours of the **period of cover** commencing if cover is taken out separately from any other agreement; or
 - if it has knowingly been driven in an unsafe or unroadworthy condition; or
 - which has resulted from lack of oil or water; or
 - which occurs while **your vehicle** is being used for motor racing, trials or rallying or for hire or reward; or
 - brought about by an avoidable, wilful and deliberate act committed by the **insured person**.
- 2 The costs of:
 - spare or replacement parts, fluids or any other materials used in repairing **your vehicle**; or
 - storage charges, **you** will be responsible for any **vehicle** storage charges incurred when **you** are using **our** services; or
 - any other repairs except those outlined within the policy; or
 - replacing a wheel if **your vehicle** does not have a serviceable spare wheel; or
 - replacing broken windows or finding missing keys; or
 - ferry crossings, parking charges, fines or toll charges.
- 3 Any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in **your vehicle**.
- 4 Any charges arising from an **insured person's** failure to comply with **our** instructions or **our** approved agents' instructions in respect of the assistance being provided.
- 5 Any claim arising where **your 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.
- 6 Any costs incurred before **you** have notified **us** of the **breakdown**.
- 7 Any **vehicle**, including **vehicle** that have been modified, which cannot be recovered by a standard recovery vehicle.
- 8 Any 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.
- 9 **Breakdowns** caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; or
 - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Conditions

- 1 An **insured person** must keep to the terms and conditions of this policy.
- 2 At all times **we** decide on the best way of providing help.
- 3 To be eligible for assistance, the person driving the vehicle shall hold a current motor insurance policy.
- 4 At all times during the **period of cover**, the **vehicle** must be maintained in a roadworthy condition and regularly serviced.
- 5 **You** can cancel this policy by telling **us** within 14 working days of taking it out, or at any time afterwards as long as **you** tell **us** at least 14 working days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 working days beforehand.

Subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

- 6 An **insured person** must be present with the **vehicle** when the approved agent arrives.
- 7 **We** are not responsible for the **vehicle**, once the approved agent has delivered it to the **competent repairer**.
- 8 **We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from breakdown of the service.
- 9 It is the **insured person's** responsibility for the removal and transport of a commercial load in the event that an **insured vehicle** needs to be towed.
- 10 The transportation of any animal or livestock is undertaken solely at **our** discretion and **we** accept no liability for the safety or welfare of any animal or livestock during its transportation.
- 11 **We** will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or the **insurer** will not pay the claim if:
 - (a) a claim the **insured person** has made to obtain benefit under this policy involves a fraudulent misrepresentation or where any conduct by the **insured person** (relative to the contract or the steps leading to its formation) involves fraud of any other kind, or
 - (b) a false declaration or statement is made in support of a claim.

Where the above circumstances apply, as part of **our** fraud prevention measures **we** will, at **our** discretion, also share information with other parties such as the Gardaí, government bodies and anti-fraud organisations.

- 12 The **insurer** will not pay for any loss that is not directly covered by the terms and conditions of this policy. For example, the **insurer** will not pay for **your** travel costs for collecting **your vehicle** from a repairer, loss of income from taking time off work because of a **breakdown**, or loss from cancelled or missed appointments.
- 13 The **insurer** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

Conditions (continued)

- 14 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. These criteria are not exhaustive and may change from time to time. It is also a condition of car hire that the car must be returned to the pickup point.
- 15 This policy will be governed by the laws of the Republic of Ireland.

Privacy statement

This is a summary of how **we** collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website www.arag.ie

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement.

We may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

Using personal or sensitive information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations. **We** will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **we** will not be able to delete personal data, please refer to **our** full privacy statement.

Your important information

CLAIMS HELPLINE

call **0818 670 670** when **you** need to make a claim from the Republic of Ireland or **0800 404 9206** from outside the Republic of Ireland

ARAG Legal Protection Limited is registered in Republic of Ireland (CRO number 639625). Registered Address: 1 Hatch Street, Dublin 2, D02 PY28. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland (C191422).

ARAG Legal Protection Limited is a coverholder of the insurer, ARAG Allgemeine Versicherungs Aktiengesellschaft, ARAG Platz 1, D-40472 Düsseldorf, Germany, which is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany. The insurer operates in Ireland through its Irish Branch, (CRO number 909141) which is regulated by the Central Bank of Ireland (C194774) for Conduct of Business Rules.

www.arag.ie