

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**

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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**

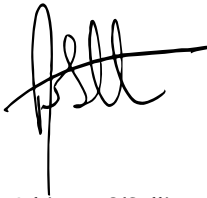
We will always try to give **you** a quality service. If **you** think **we** have let **you** down, **you** can contact **us** by:

- phoning **01 670 7470**
- emailing **customerrelations@arag.ie**
- writing to the Head of Legal & Compliance at **ARAG Legal Protection Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin 2 | D02 WR20**

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@fspoi.ie** or calling them on **+353 1 567 7000**. Website **www.fspoi.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 Insurance Company Limited - a Branch of ARAG Allgemeine Versicherungs-AG.
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 Insurance Company Limited.
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.

Assistance services **under this policy** (continued)

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 number 639625. Registered address: Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

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www.arag.ie