



# MAPFRE | ASSISTANCE

## MAPFRE ASSISTANCE Agency Ireland - Terms of Business

<b>LEGAL NAMES:</b>	MAPFRE ASISTENCIA Compañía Internacional de Seguros y Reaseguros Sociedad Anonima.
<b>TRADING NAMES:</b>	MAPFRE ASSISTANCE Agency Ireland, MAPFRE WARRANTY and InsureandGo Ireland (registered in Ireland number: 903874 registered office: 22-26 Prospect Hill, Galway, Ireland)
<b>ADDRESS:</b>	Ireland Assist House, 22-26 Prospect Hill, Galway, H91 TVF8
<b>TELEPHONE:</b>	+353 91 501600
<b>GROUP:</b>	MAPFRE ASSISTANCE Agency Ireland is part of the MAPFRE Group.
<b>REGULATED STATUS:</b>	MAPFRE ASISTENCIA Compañía Internacional De Seguros Y Reaseguros, S.A., trading as MAPFRE ASSISTANCE Agency Ireland, MAPFRE WARRANTY and InsureandGo Ireland is authorised by Dirección General de Seguros y Fondos de Pensiones del Ministerio de Economía y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules.
<b>CODE OF CONDUCT:</b>	MAPFRE ASSISTANCE Agency Ireland is subject to and complies with the Consumer Protection Code 2012 and the Minimum Competency Code 2011 and 2017. These Codes offer protection to Consumers and can be found on the Central Bank of Ireland's website at <a href="http://www.centralbank.ie">www.centralbank.ie</a> .
<b>REGULATED ACTIVITIES:</b>	MAPFRE ASSISTANCE Agency Ireland provides non-life insurance products to consumers. We do not provide advice on our products and services.
<b>CHARGES:</b>	A breakdown of all charges will be provided to the consumer on a durable medium prior to providing a product or service. Charges will include stamp duty, 3% Government levy and 2% Insurance Compensation Fund Levy. The 2% Insurance Compensation Fund levy is applied to new business and renewal premiums for policies which commence on or after 1 January 2012. An administrative fee may also be charged for changes that you may make to a policy.
<b>PERSONAL DATA:</b>	We will need to obtain personal information from you to provide you with the policy of insurance. This means any information obtained from you in connection with this policy provided to you by us (or our subsidiaries) must be collected lawfully and in accordance with Data Protection Legislation.

We use your personal data 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 policy;
- to confirm, maintain, update and improve our customer records;
- to identify and market products and services that may be of interest to you, (subject to your prior consent);
- to analyse and develop our relationship with you;



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- to help in processing any applications you may make;
- 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.

Where you have given your consent, we may share some of your personal information with our partner companies or companies within our group so that they can provide you with information about other products, services and promotions that may be of interest to you by letter, telephone, SMS or e-mail. We will only disclose your personal information to third parties if:

- it is necessary for the performance of your policy of insurance with us;
- you have given your consent, including marketing consent; or
- such disclosure is required or permitted by law.

You can change your mind about marketing consent at any time by contacting our Data Protection Officer, Ireland Assist House 22-26 Prospect Hill, Galway or email: [DPO.IRELAND@mapfre.com](mailto:DPO.IRELAND@mapfre.com).

We deal with third parties that we trust to treat our customers' personal information with the same stringent controls that we apply ourselves.

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 us during your policy. If you would like a copy of your information, please contact our Data Protection Officer, : Ireland Assist House, 22-26 Prospect Hil, Galway . Email: [DPO.IRELAND@mapfre.com](mailto:DPO.IRELAND@mapfre.com). We keep records of any transactions you enter with us or our partner companies for up to 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.

### **CONFLICTS OF INTEREST:**

It is the policy of MAPFRE ASSISTANCE Agency Ireland to avoid any conflict of interests when providing products or services to our consumers. However, where an unavoidable conflict of interest arises, we will advise you of this in writing before proceeding to provide any service. If you have not been advised of any such conflict, you are entitled to assume that none arises.

### **CONSUMER DEFAULT:**

It is your duty to pay the premium on time in accordance with the terms of the contract and any agreed payment schedule. Failure to pay your premium or part thereof may lead to your policy being revoked or cancelled. It may also lead to claims being declined.

### **DUTY OF DISCLOSURE:**

The information we request from you is material to our assessment of your insurance needs, to our decision to accept the risk and on what terms, and to the calculation of the premium. You must answer all questions that we ask honestly and with reasonable care.

Failure to provide accurate information could invalidate some or all of the cover available under the policy, or affect the outcome of future claims. We may refuse a claim if there has been a material change to the information provided when setting up the policy, and the change is to such an extent that we would not have agreed to accept the risk.

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- COMPLAINTS:** Any complaint that you may have in relation to a product or service that MAPFRE ASSISTANCE Agency Ireland may provide should be made to the firm outlining your complaint. Any such complaint should be made in writing to the Complaints Department, Ireland Assist House 22-26 Prospect Hill Galway H91 TVF8, +353 91 501 610. You will however be offered the opportunity to treat an oral complaints as a written complaint. All formal complaints will be acknowledged within 5 working days. The complaint will be fully investigated by MAPFRE ASSISTANCE Agency Ireland and you will be kept informed of progress. MAPFRE Assistance Agency Ireland will endeavour to complete its investigation within the prescribed 40 working day timeframe. A full response will be provided to you upon completion of the investigation. In the event that you are dissatisfied with MAPFRE ASSISTANCE Agency Ireland's handling of the complaint or the outcome of the investigation, you are entitled to refer your complaint to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 D02 VH29. Phone: + 353 1 567 7000 Email: [info@fspo.ie](mailto:info@fspo.ie) Website: [www.fspo.ie](http://www.fspo.ie)
- 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](http://www.centralbank.ie).
- REMUNERATION:** We pay a commission to Intermediaries who distribute our products. Details of this commission are available on the Commission Summary section of the intermediaries' website or in their office.
- RIGHT OF WITHDRAWAL / CANCELLATION PERIOD:** If after reading the policy you are not satisfied with it for any reason, you may cancel the policy by giving us notice in writing within 14 working days of issue and you will receive a full refund of premium. However, where a claim has been made (or in the case of travel insurance travel has commenced) then we reserve the right to retain the premium, subject at all times to applicable law.  
We shall not be bound to accept renewal of any insurance and may at any time cancel this insurance by sending 14 days' notice to you at your last known address. Provided the premium has been paid in full you shall be entitled to a proportionate rebate of premium in respect of the un-expired period showing on the insurance.
- APPLICABLE LAW:** You and we can choose the law which applies to this Policy. We propose that the law of the Republic of Ireland applies. Unless we and you agree otherwise before the insurance starts the law of the Republic of Ireland will apply to this Policy. All communication in respect of this insurance will be in English.
- PERIOD OF INSURANCE:** The period of the contract of insurance is as specified in your Insurance Certificate.
- EFFECTIVE DATE:** This Terms of Business document is effective from 26<sup>th</sup> April 2022.