# Allianz (II) Assistance

## **MOTOR BREAKDOWN ASSISTANCE**

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### **CALLING FOR ASSISTANCE**

For Assistance call **1800 278 004** or **00353 1 619 3637** (lines open 24 hours, 7 days a week)

### For Customer service call your servicing Jaguar Land Rover Service Centre

Please have the following details to hand before calling for **breakdown** assistance:

- location of vehicle;
- registration number of your vehicle;
- contact telephone number;
- description of problem.

Calls may be recorded.

### **SUMMARY OF COVER**

Cover Levels	All limits in this document are inclusive of VAT. The maximum passenger car age is 10 years.
Ireland & UK Motor Breakdown Assistance in Ireland and the UK	<ul> <li>Roadside assistance / home assistance.</li> <li>Recovery of the vehicle to nearest franchised Jaguar Land Rover location or Servicing Centre in Ireland if it cannot be repaired at the roadside. Breakdowns in the UK include recovery to the nearest Jaguar Land Rover repairer only.</li> <li>Onward travel (subject to us first arranging roadside assistance or local recovery), which consists of a choice of: <ul> <li>Standard class rail fare (or equivalent) for you and up to seven beneficiaries to complete the journey in Ireland or the UK; or</li> <li>Overnight accommodation on a bed and breakfast basis (up to €50 per beneficiary maximum payable €300), if the breakdown happens more than 80 km away from your home; or</li> <li>Taxi (up to €150 fare in a single trip) for you and up to seven beneficiaries to complete your journey in Ireland or the UK; or</li> <li>Replacement vehicle hire for up to 3 calendar days (where possible equivalent vehicle up to Group F, and you meeting the requirements of the vehicle hire company).</li> </ul> </li> <li>Incorrect fuel - recovering the vehicle to the nearest repairer or if available arranging the services of a mobile fuel unit to attend the vehicle. The cost of any remedial work is not covered.</li> <li>Lost keys - arranging (but not paying) for a locksmith to attend the vehicle or recovery to the nearest suitable repairer.</li> </ul>

### **IMPORTANT INFORMATION**

The document provided to you by your Jaguar Land Rover Service Centre shows the vehicle that is covered and any special terms or conditions that may apply.

Your policy does not cover everything. You should read this policy carefully to make sure it provides the cover you need. If there is anything you do not understand, please contact your Jaguar Land Rover Service Centre.

#### INSURER

**Your** policy is underwritten by AWP P&C S.A. - Dutch Branch, trading as Allianz Assistance, located at Poeldijkstraat 4, 1059 VM Amsterdam, the Netherlands, with corporate identification No 33094603, is registered at the Dutch Authority for the Financial Markets (AFM) No 12000535 and is authorised by L'Autorité de Contrôle Prudentiel et de Résolution (ACPR) in France, and is regulated by the Central Bank of Ireland for conduct of business rules. **Your** policy is administered by Allianz Assistance.

#### HOW YOUR POLICY WORKS

**Your** policy is a contract between **you** and **us**. **We** will pay for any claim **you** make which is covered by the policy that happens during the **period of cover**.

Unless specifically mentioned, the benefits and exclusions within each section apply to the **vehicle**. **Your** policy does not cover all possible events and expenses.

Certain words have a special meaning as shown under the heading 'Definitions'. These words are highlighted by the use of bold print throughout the policy.

#### THIRD PARTY RIGHTS

This contract of insurance is intended solely for the benefit of **you** and **us**. Unless otherwise specifically provided, nothing in this contract of insurance shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person or entity not a party to this contract of insurance.

#### INSURANCE COMPENSATION FUND

We are a member of the Insurance Compensation Fund, which was formed under the Investment Compensation Act of 1998. You may be entitled to compensation from this scheme, if the **insurer** cannot provide the services **you** have paid for.

#### **GOVERNING LAW**

Unless agreed otherwise, Irish law will apply and all communications and documentation in relation to this policy will be in English. In the event of a dispute concerning this policy the Irish courts shall have exclusive jurisdiction.

#### STAMP DUTY

The **insurer** has paid or will pay the appropriate Stamp Duty in accordance with the provisions of Section 5 Stamp Duties Consolidation Act 1999.

#### **INSURANCE ACT 1936**

All monies which may become due or payable by **us** shall be payable in Ireland.

#### DATA PROTECTION NOTICE

We care about your personal data.

This summary and **our** full privacy notice explain how Allianz Assistance protects **your** privacy and uses **your** personal data.

Our full privacy notice is available at: www.allianz-assistance.ie/privacy-notice/

If a printed version is required, please write to: Compliance Department, AWP Assistance Ireland Ltd, 11b Joyce Way, Park West Business Campus, Dublin 12, D12 C4V6.

- How will we obtain and use your personal data?
   We will collect your personal data from a variety of sources including:
  - Data that **you** provide to **us**; and
  - Data that may be provided about **you** from certain third parties, such as the manufacturer of **your vehicle** and their franchised dealers and authorised repairers.

We will collect and process your personal data in order to comply with **our** contractual obligations and/or for the purposes of **our** legitimate interests including:

- Entering into or administering contracts with **you**;
- Informing **you** of products and services which may be of interest to **you**.
- Who will have access to your personal data? We may share your personal data:
  - With public authorities, other Allianz Group companies, industry governing bodies, regulators, fraud prevention agencies and claims databases, for underwriting and fraud prevention purposes;
  - With other service providers who perform business operations on **our** behalf;
  - Organisations who we deal with which provide part of the service to you such as motor dealerships and recovery operators;
  - To meet **our** legal obligations including providing information to the relevant ombudsman if **you** make a complaint about the product or service that **we** have provided to **you**.

We will not share information about **you** with third parties for marketing purposes unless **you** have specifically given **us your** consent to do so.  How long do we keep your personal data? We will retain your personal data for a maximum of seven years from the date the insurance relationship between us ends. If we are able to do so, we will delete or anonymise certain areas of your personal data as soon as that information is no longer required for the purposes for which it was obtained.

#### • Where will your personal data be processed?

Your personal data may be processed both inside and outside the European Economic Area (EEA). Whenever **we** transfer **your** personal data outside the EEA to other Allianz Group companies, **we** will do so on the basis of Allianz's approved binding corporate rules (BCR). Where Allianz's BCR do not apply, **we** take steps to ensure that personal data transfers outside the EEA receive an adequate level of protection.

• What are your rights in respect of your personal data?

**You** have certain rights in respect of **your** personal data. **You** can:

- Request access to it and learn more about how it is processed and shared;
- Request that **we** restrict any processing concerning **you**, or withdraw **your** consent where **you** previously provided this;
- Request that **we** stop processing it, including for direct marketing purposes;
- Request that **we** update it or delete it from **our** records;
- Request that **we** provide it to **you** or a new insurer; and
- File a complaint.
- Automated decision making, including profiling We carry out automated decision making and/or profiling when necessary.

#### • How can you contact us?

If **you** would like a copy of the information that **we** hold about **you** or if **you** have any queries about how **we** use **your** personal data, **you** can contact **us** as follows:

By post: Data Protection Officer, AWP Assistance Ireland Ltd, 11b Joyce Way, Park West Business Campus, Dublin 12, D12 C4V6

By telephone: **00353 1 602 7000** By email: **AzPIEDP@allianz.com** 

### DEFINITIONS

When the following words and phrases appear in the policy document, they have the meanings given below. These words are highlighted by the use of bold print.

#### Area of cover

**You** will not be covered if **you** travel outside of Ireland or the **UK**.

• Ireland & UK only. Ireland and Northern Ireland only.

#### Beneficiary, beneficiary's, beneficiaries

You or any other driver of the **vehicle** using the **vehicle** with **your** permission and any passenger of the **vehicle** at the moment a **breakdown** occurs.

#### Breakdown

The immobilisation of the **vehicle** as a result of:

- electrical or mechanical breakdown; or
- punctures to the tyres; or
- lack of fuel; or
- vehicle fire or theft.

For Ireland &  $\ensuremath{\mathsf{UK}}$  Motor breakdown cover, this also includes:

- loss, theft or breakage of **vehicle** keys; or
- incorrect fuelling or contaminated fuel.

#### Home

Your usual place of residence in Ireland.

#### Insurer

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#### Period of cover

The period shown in the document provided to **you** by **your** Jaguar land Rover **Service Centre**.

#### Private individual

A person who is using the **vehicle** for their own personal use and who is not a motor trader, garage, business or individual dealing in the buying and selling or repair of motor vehicles.

#### **Service Centre**

The Jaguar Land Rover where **your vehicle** was last serviced.

#### UK

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

#### Vehicle

The private vehicle in which **you** are travelling, providing it is not:

- a passenger car that exceeds 10 years in age; or
- a commercial vehicle, such as a taxi.

It must also not exceed:

- 3,500 kg in weight (including load); or
- 7 metres in length; or
- 3.0 metres in height; or
- 2.3 metres in width.

**We** will also recover any caravan or trailer that **you** are towing (providing it does not exceed the above dimensions). Motor homes are not covered.

#### We, Our, Us

AWP Assistance Ireland Ltd trading as Allianz Assistance and Allianz Partners who administer the insurance and handle claims on behalf of the **insurer**.

#### You, your

The **private individual** named on the document provided to **you** by **your** Jaguar Land Rover **Service Centre**.

### **MAKING A COMPLAINT**

We aim to provide **you** with a first class policy and service. However, there may be times when **you** feel we have not done so. If this is the case, please tell **us** about it so that **we** can do **our** best to solve the problem. If **you** make a complaint **your** legal rights will not be affected.

In the first instance, please write to: Customer Support, Allianz Assistance, 11b Joyce Way, Park West Business Campus, Nangor Road, Dublin 12 D12 C4V6.

Call: 01 602 7000

Email: insurance@allianz-assistance.ie

Please supply **us** with **your** name, address and **vehicle** registration and enclose copies of relevant correspondence as this will help **us** to deal with **your** complaint, in the shortest possible time.

If **you** are still not satisfied, **you** can refer the matter to the Financial Services and Pensions Ombudsman for independent arbitration. Visit **www.fspo.ie** write to Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 call **01 567 7000** or email **info@fspo.ie** 

### **MOTOR BREAKDOWN COVER (IRISH & UK BENEFITS)**

#### **ROADSIDE ASSISTANCE IN IRELAND**

In the event of **breakdown** more than 1.5 kilometres from **your home** address, **we** will arrange and pay to attend the **vehicle** to effect repairs. If **we** are unable to effect repairs, **we** will arrange and pay for recovery to the nearest Jaguar Land Rover service location or **your Service Centre**.

#### RECOVERY

If the **vehicle** cannot be repaired or remobilised following **our** roadside assistance or, when applicable, home assistance, **we** will arrange and pay for the costs of taking the **vehicle**, **you** and up to seven **beneficiaries** to the nearest Jaguar Land Rover service location or **your Service Centre**. If **your** caravan or trailer has a **breakdown**, **we** can arrange for it to be recovered, but **you** will be responsible for the costs.

#### HOME ASSISTANCE IN IRELAND

In the event of **breakdown** at **your home** address, **we** will arrange and pay to attend the **vehicle** to effect repairs.

If **we** are unable to effect repairs, **we** will arrange and pay for recovery to the nearest Jaguar Land Rover service location or **your Service Centre**.

## ROADSIDE ASSISTANCE AND RECOVERY IN THE UK

In the event of **breakdown** in the **UK**, and subject to **us** having first arranged assistance, **we** will arrange and pay for the costs of taking the **vehicle**, **you** and up to seven **beneficiaries** to be recovered to the nearest Jaguar Land Rover service location in the **UK**. If **your** caravan or trailer has a **breakdown**, **we** can arrange for it to be recovered, but **you** will be responsible for the costs.

#### **ONWARD TRAVEL**

In the event of **breakdown** of the **vehicle** in Ireland or the **UK** causing it to be immobilised for a period of more than 4 hours, **we** will arrange and pay for the following:

 Standard class rail transport, or equivalent costs of more convenient travel, to enable the **beneficiaries** to continue their journey within either Ireland or the UK; or

- Overnight accommodation (on a bed and breakfast basis), up to €50 including VAT per beneficiary and up to €300 in total. Overnight accommodation only applies if the breakdown of the vehicle occurs more than 80 km from your home address and only when the beneficiaries have to prolong their stay as a direct result of the covered breakdown; or
- Taxi (up to €150 fare in a single trip) for you and up to seven beneficiaries to complete your journey in Ireland or the UK; or
- A courtesy car while the **vehicle** remains immobilised up to a maximum of 3 calendar days (where possible an equivalent vehicle will be provided up to Group F). Please note the cost of any ancillary insurance is not covered.
- You must be able to satisfy the requirements of the vehicle hire company and you will be responsible for fuel and other ancillary charges. The replacement vehicle will be a five seat passenger car and will not necessarily be an equivalent to the **vehicle**.
- The courtesy car will only be provided where **we** have arranged the recovery of the **vehicle** to an authorised repairer.

#### **INCORRECT FUEL**

If **your vehicle** is accidentally filled with incorrect or contaminated fuel, **we** will:

- arrange for the **vehicle** to be recovered to the nearest suitable garage; or
- if available arrange (but not pay for) a mobile fuel unit to carry out the work needed to remobilise your vehicle.

#### LOST KEYS

If the keys to **your vehicle** are lost, stolen or damaged **we** will:

- arrange for the **vehicle** to be recovered to the nearest suitable locksmith; or
- if available arrange (but not pay for) for a mobile locksmith to attend the **vehicle.**

### CONDITIONS

The following conditions apply to the whole of **your** policy.

Please read these carefully as **we** can only pay **your** claim if **you** meet these:

- **1. You** take reasonable care to protect the **vehicle** against **breakdown** and act as if **you** are not insured and to minimise any potential claim.
- 2. You have a valid document provided to you by your Jaguar Land Rover Service Centre.
- **3. You** contact **us** as soon as possible following a **breakdown** and give **us** all the information **we** ask for. Please see 'Calling for assistance / policy enquiries' on page 1 for more information.
- **4. You** accept that no alterations to the terms and conditions of the policy, unless **we** confirm them in writing to **you**.

#### We have the right to do the following

- **1.** Take over and deal with, in **your** name, any claim **you** make under this policy.
- Take legal action in your name (but at our expense) and ask you to give us details and fill in any forms, which will help us to recover any payment we have made under this policy.
- Not to pay any claim on this policy for any amounts covered by another insurance or by anyone or anywhere else, for example any amounts you can get back from motor insurer or any other claim amount recovered by you. In these circumstances we will only pay our share of the claim.
- **4.** Ask **you** to pay **us** back any amounts that **we** have paid to **you** which are not covered by this policy.

### **EXCLUSIONS**

The following exclusions apply to the whole of **your** policy:

We will not assist or reimburse **you** or any **beneficiaries** in the event of a call for assistance or claim caused by, arising from or in connection with the following:

- **1. We** will not pay for any loss, theft, damage, death, bodily injury, cost or expense that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this policy.
- **2.** Ionising radiation or radioactive contamination from any nuclear fuel or the nuclear waste arising from burning nuclear fuel.
- **3.** Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.
- **4.** War, invasion, acts of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.
- **5.** Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- **6.** Any costs covered under any other warranty, guarantee, insurance or cover.
- Accident or injury either through deliberate nonobservance of the laws of the land in which the **beneficiary** is travelling or the practice of activities not authorised by the local authorities.
- 8. The cost of replacement parts.
- **9.** Damage or injury intentionally caused by **you** or a **beneficiary** or resulting from participation in a criminal act or offence.

- **10.** The **beneficiary/beneficiaries** or any other third party organising any of the services detailed in this policy without first having authorisation from **us** and a file number.
- **11.** Any costs that would have been payable normally by **you** or the **beneficiaries**, such as fuel, congestion or toll charges.
- 12. Charges for specialist recovery or charges incurred by us where the vehicle is not being used on a public highway or when the breakdown occurred where the vehicle was not accessible using our standard recovery equipment.
- **13. Breakdown** which happens outside the **area of cover**.
- **14.** Faulty repairs, incorrect servicing or failure to have the **vehicle** serviced in accordance with the manufacturer's specification.
- **15. Vehicles** modified in any way from the original manufacturer's specification.
- **16.** Any costs incurred after the **vehicle** has been repaired and is available to be driven.
- **17.** Any sundry expenses resulting from an incident claimed for under this section, for example telephone or mobile phone calls, faxes, food and drink.

Breakdown Cover is underwritten by AWP P&C S.A. - Dutch Branch and administered by Allianz Assistance.

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AWP Assistance Ireland Ltd who trade as Allianz Assistance and Allianz Partners,

may act as an agent for AWP P&C S.A. - Dutch Branch, trading as Allianz Assistance, for the receipt of customer money, settling claims and handling premium refunds.

AWP Assistance Ireland Ltd is registered in Ireland No 163174, Registered Office 11b Joyce Way, Park West Business Campus, Nangor Road, Dublin 12 D12 C4V6 VAT no IE6563174F.

AWP Assistance Ireland Ltd is regulated by the Central Bank of Ireland.