

# motor claims, breakdown recovery service and legal expenses

Caulfield Insurance are pleased to offer their clients

- Breakdown Assistance Cover
- Personal Injury Cover
- Motor Legal Protection Cover



**MIS CLAIMS 028 9041 0220**

**Car, Business,  
Home, Travel**  
**We've got you covered...**

  
**CAULFIELD**  
INSURANCE

# MOTOR UNINSURED LOSS RECOVERY POLICY



## IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY

- All potential claims must initially be reported to **our** Claims Helpline Service.

## CLAIMS Helpline Service - 028 90 410220

### **This Helpline Service is only in respect of legal issues and the processing of your motor claim.**

- This is a policy where **you** must notify **us** during the **period of insurance** and within 30 days of any circumstances which may give rise to any claim under this policy. Failure to do so could mean that **we** decline to pay a claim for **your professional fees**.
- If **you** can convince **us** that **your** claim has reasonable **Prospects of Success** and that it is reasonable for legal costs to be paid **we** will
  - Take over the claim on **your** behalf
  - Appoint a specialist of **our** choice to act on **your** behalf.
- **We** may limit the **professional fees** that **we** will pay under the policy where:
  1. **We** consider it unlikely a reasonable settlement of **your** claim will be obtained, or
  2. The potential settlement amount of **your** claim is disproportionate compared with the time and expense incurred in pursuing or defending **your** claim.Where it may cost **us** more to handle a claim than the amount in dispute, **we** may at **our** option pay to **you** the amount in dispute which will then constitute the end of the claim under this policy.
- If **legal proceedings** have been agreed by **us** **you** may at this stage decide to nominate and use **your** own solicitor, or indeed **you** may wish to continue to use **our** own specialists. If **you** decide to nominate **your** own professional **we** must agree this in advance and **you** will be responsible for any **professional fees** in excess of those which **our** own specialists would normally charge **us** (details are available upon request).
- At conclusion of **your** claim if **you** are awarded any costs (not **your** damages), these must be paid to **us**.

**Please note that if you should engage the services of a professional prior to making contact with this helpline any costs that you incur are not covered by this insurance.**

**Motorists Insurance Services Ltd are an independent company specialising in the provision of legal expenses insurance and claims management services for the motoring populace of Ireland.**

In the event of an accident, vehicular theft or malicious damage, please contact **us** as soon as possible after the incident.

Call **028 90 410220** and give **us** a full account of the incident.

Following any accident always stop and exchange the following information:

1. Names and addresses of those involved and also those of any witnesses.
2. The vehicle registration numbers of all vehicles involved.
3. Draw a diagram of the accident scene including the position of the vehicles before and after the accident, the road layout, objects that may have obstructed **your** vision, the position of eye witnesses and other relevant information, e.g. the weather conditions, speed and distance involved. Accidents that involve any form of personal injury have to be reported to the police within 24 hours.
4. If **you** believe the accident is **your** fault, please give the third party our claims line number. This will enable **us** to mitigate costs on **your** behalf and assist with processing the claim. **Tel: 028 9041 0220.**
5. If **you** receive any documents or letters concerning the accident, please forward them immediately to this office.
6. **You** also have the benefit of legal expenses insurance and expert legal advice and assistance will be made available to **you** once **you** have reported the accident. In non-fault cases where there is an identifiable third party **we** will also provide a replacement vehicle. This facility can only be made available under the terms of a credit agreement and following the authorisation of one of **our** claims staff.

## SECTION 1

### Motorists Legal Help Line

As each year passes legislation becomes more complex and difficult to interpret. **We** provide guidance on any aspect of concern to **you** and **you** may telephone **us** at any time for free legal advice on any problem.

Telephone: **028 9041 0220**

### Legal Expenses Cover

It has become more and more important to take out a legal expenses policy to ensure that action is taken immediately to recover **your** uninsured losses in the event of an accident where **you** are not at fault.

The policy is of equal benefit to those with comprehensive or third party policies.

We will pay up to **£50,000** in legal fees to pursue **your** claim in respect of any personal

injury or uninsured loss, where **you** have been the innocent party in a car accident occurring anywhere in the UK or the Republic of Ireland.

If necessary, **we** will arrange an appointment with one of **our** panel solicitors to discuss any unforeseen complications.

## ADDITIONAL BENEFITS

### Replacement Vehicle Facility

Being without **your** vehicle is bad enough, but if it is due to someone else's negligence it can be particularly frustrating and expensive. **We** can now offer to provide **you** with a replacement vehicle and the payment of **your** excess which will ease this burden.

### Replacement Car Hire Facility

Subject to the appointment of **our** panel solicitor **we** will arrange for **you** to be provided with a replacement vehicle anywhere in the United Kingdom or the Republic of Ireland, and whenever possible **we** will provide a like for like replacement. The replacement will not necessarily be the same make but it will be a similar type of vehicle.

The car hire facility enables **you**, the **policyholder**, to hire a vehicle from an approved car hire company on credit. The credit is provided whilst MIS, **your** legal expenses provider, pursues a claim against the third party.

### Credit Excess Payment

Subject to the appointment of **our** panel solicitor and the usage of **our** approved repairer network, **we** will pay the excess due under **your** policy schedule. Yet again the excess payment is provided on credit whilst MIS pursues a claim on **your** behalf.

The credit period extended by the agreements in relation to car hire and the excess payment should expire, in any event, fifty weeks from the date of the agreement. At the expiry of the credit period **you** shall then become liable to pay the hire charges and excess payment in full by a single payment. Full terms and conditions are available prior to utilising these facilities.

### To Claim Car Hire Benefit

1. It must be clear from **your** instructions that **you** were not in any way at fault for the accident and that on the face of it liability will devolve upon an identified insured third party. It is essential that **we** have also agreed to pursue an uninsured loss claim on **your** behalf.
2. It is a condition that, where possible, **you** provide **us** with full details of the person responsible for the accident.
3. It is usually only possible to qualify for a car hire benefit if **you** are aged between 21 and 70, have a clean driving licence and have been driving for at least 2 years. If, as a result of utilising this facility, any additional insurance charges are incurred, and these

- are usually minimal, they will of course be included in **your** uninsured loss claim.
4. To avail of this benefit the accident must have occurred in the Republic of Ireland or the United Kingdom.

### Hire Vehicle Indemnity

In the event of the scheme administrator providing **you** with a hire vehicle under the terms of the hire benefit section of this policy, and provided **you** have complied with both the policy conditions and the conditions of the vehicle hire and credit hire agreements signed by **you**, then the cover clause will operate in the following circumstances.

Where **your** claim for hire remains unresolved beyond fifty weeks and **you** become legally liable to pay the cost of the hire, the scheme administrator will then indemnify **you** in respect of the cost of the hire and discharge **your** liability to the hire company in full.

Once this has occurred, the scheme administrator will be entitled to pursue the recovery of the amount as a **subrogated** claim in **your** name, as detailed under the subrogation clause.

### Guidance

After an accident **you** are under a common law duty to keep **your** losses to a minimum. It is therefore essential that a car is hired for a minimum reasonable period of time. **Your** car must be off the road as a result of the accident. Each case will turn on it's own merits, but in general terms **you** are under a duty to act reasonably in all the circumstances.

## IMPORTANT NOTICE

All potential claims must initially be reported to **our** Claims Helpline Service.

This is a claims made policy. It only covers claims notified to **us** during the **period of insurance** and within 30 days of any circumstance which may give rise to any claim. Failure to do so could lead **us** to decline a claim for cover arising from such circumstances.

## DEFINITIONS

### Insurer

This insurance is administered by Legal Insurance Management Limited and arranged by Motorists Insurance Services Ltd and underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE, Registered in England No.SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

Motorists Insurance Services Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This

can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

Legal Insurance Management Limited is authorised and regulated by the Financial Conduct Authority under registration number 552983. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

### Car Hire Provider

The car hire company **we** authorise.

### Policyholder / You, Your

The person or company who has paid the premium and is named in the motor policy as the **policyholder**.

### Insured Person

The **policyholder** and any other person authorised by **you** to drive or to be a passenger in or on the **insured vehicle**.

### Insured Incident

An event, act or omission giving rise to a claim against **us** for cover under this policy.

### Insured Vehicle

A vehicle that **you** own or for which **you** are legally responsible including any caravan or trailer whilst being legally towed.

### Authorised Representative

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by **us** under the terms and conditions of this policy to represent **your** or an **insured person's** interests.

### Territorial Limits

The United Kingdom and the Republic of Ireland.

### Limit of Cover

Any one **insured incident** £50,000.

### Period of Insurance

The **period of insurance** shown in the motor policy booklet.

## Professional Fees

Legal and accountants fees and costs reasonably and properly incurred by the **authorised representative** with **our** prior written authority, including costs incurred by another party for which **you** are made liable by court order, or may pay with **our** consent in pursuit of a civil claim in the **territorial limits** arising from an **insured incident**.

## Prospects of Success

At least a 51% chance of the Insured Person(s) achieving a favourable outcome.

## Standard Professional Fees

The level of **professional fees** that would normally be incurred by **us** in using a nominated **authorised representative** of our choice.

## Legal Proceedings

When formal **legal proceedings** are issued against an opponent in a court of law.

## Time of Occurrence

When the **insured incident** occurred or commenced, whichever is the earlier.

## We, Us, Our

Motorists Insurance Services Ltd (MIS) and UK General on behalf of Great Lakes Insurance SE.

## COVER

**We** will cover **you** in accordance with **our standard professional fees**, and where requested by **you**, any other **insured person** up to the limit of cover subject to the terms, conditions and exclusions of this policy, against **professional fees** arising from an **insured incident** within the **territorial limits** where **you** notify **us** during the **period of insurance** and within 30 days of the **time of occurrence** of the **insured incident**.

## INSURED INCIDENT

The collision between two mechanically propelled vehicles occurring on a public road or a road to which the public have access whether by right or by payment and resulting in:

1. The death of, our bodily injury to an **insured person**.
2. Uninsured losses being incurred by an **insured person**.

**We** will retain the right to investigate incidents which fall outside this definition.

## Hire Car and Credit Excess Cover

The hire costs and credit excess payment incurred under a credit hire agreement where, following a road accident, **you** are provided with a temporary replacement hire car from a car hire provider agreed by **us**:

1. In the event that **your** claim against the party that was responsible for the accident is unsuccessful.
2. Where **your** claim remains unresolved when **you** are legally required to pay the costs incurred under the credit hire agreement.

## Subrogation

The **insured person** agrees that where MIS Ltd makes any payment to the **insured person** in respect of recoverable uninsured losses, the **insured person** gives MIS Ltd authority to recover those losses on behalf of the **insured person**, in MIS Ltd's own name and for MIS Ltd's benefit.

## EXCLUSIONS

The insurance does not cover:

- i. **Professional fees** incurred:
  - a) In respect of any **insured incident** where the time of occurrence commenced prior to the commencement of the insurance.
  - b) Before **our** written acceptance of a claim.
  - c) Before **our** approval or beyond those for which **we** have given **our** approval.
  - d) Where **you** fail to give proper instructions in due time to **us** or to the **authorised representative**.
  - e) Where **you** are responsible for anything which in **our** reasonable opinion prejudices **your** case.
  - f) If **you** withdraw instructions from the **authorised representative**, fail to respond to the **authorised representative** or withdraw from the legal proceedings, or the **authorised representative** refuses to continue to act for **you**. Furthermore, any fees or disbursements incurred by MIS or ICH Ltd shall become payable forthwith.
  - g) Where **you** decide that **you** no longer wish to pursue **your** claim as a result of disinclination. All costs incurred up until this stage will become **your** responsibility.
  - h) In respect of the amount in excess of **our standard professional fees** where **you** have elected to use an **authorised representative** of **your** own choice.
- ii. The pursuit, continued pursuit, or defence of any claim if **we** consider it is unlikely a reasonable settlement will be obtained, or where the likely settlement amount is disproportionate compared with the time and expense incurred.
- iii. Claims which are conducted by **you** in a manner different from the advice or proper instructions of the **authorised representatives**.



- iv. Appeals unless **you** notify **us** in writing of **your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **we** consider the appeal to have a **reasonable Prospects of Success**.
- v. Any **professional fees** and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected.
- vi. Damages, fines or other penalties **you** are ordered to pay by a court tribunal or arbitrator.
- vii. Claims arising from an **insured incident** arising from **your** deliberate act, omission or misrepresentation.
- viii. Electronic Data

Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form usable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

- ix. Radiation

Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

- x. Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a) involves violence against one or more persons; or
- b) involves damage to property; or
- c) endangers life other than that of the person committing the action; or
- d) creates a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or to disrupt an electronic system.

This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

xi. War

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

xii. Any dispute relating to written or verbal remarks which damage **your** reputation.

xiii. Any **professional fees** relating to **your** alleged dishonesty, criminal act or violent behaviour.

xiv. **Professional fees** arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to **your** own requirements.

xv. Legal proceedings outside the United Kingdom and proceedings in constitutional international or supranational courts and tribunals including the European Court of Justice and the Commission and Court of Human Rights.

xvi. A dispute which relates to any compensation or amount payable under a contract of insurance.

xvii. A dispute with **us** not dealt with under the arbitration condition.

xviii. Any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property, trade secrets or confidential information.

xix. An application for judicial review.

xx. Any claim where **your** motor insurers are entitled to repudiate **your** motor policy or refuse cover.

xxi. Any claim where an **insured person** (not being the **policyholder**) is driving under a 'driving other cars' extension to their motor insurance policy.

xxii. Claims arising out of the use of an **insured vehicle** by an **insured person** for racing, rallies, trials or competitions of any kind.

- xxiii. Travelling expenses, subsistence allowance or compensation for absence from work in pursuit of an **insured person's** claim.
- xxiv. Any claim if an **insured person** has never held (or has been disqualified from holding or obtaining) a driving licence at the time of the **insured incident**.
- xxv. Any claim arising from a contractual relationship.
- xxvi. The costs of a hire car that **we** have not, in advance, agreed to pay for in writing.
- xxvii. Claims made by an **insured person** against any unauthorised passenger in the vehicle.
- xxviii. Claims for passengers where there is a conflict of interest between **you** or the authorised driver any and other passenger(s).

### Hire Car Indemnity Exclusions

Any costs where:

1. **You** use a car hire provider not approved and agreed by **us** in writing.
2. **You** provided incorrect, misleading or fail to provide information relating to the circumstances of the accident.
3. **You** are unable to provide details of the third party that was involved in the accident.
4. **You** fail to return the hire car to the car hire provider when requested to do so.
5. These are related to fuel, fares, fines, charges and fees relating to the hire car whilst in **your** possession.
6. The costs of a hire car that **we** have not in advance agreed to pay for, or beyond those for which **we** have given **our** approval, such as, but not limited to car upgrades and additional drivers.
7. **You** decide without **our** agreement to discontinue **your** claim or where **you** fail to co-operate fully with the **appointed representative** in recovering **your** uninsured losses.

## GENERAL CONDITIONS

### Alteration of Risk

**You** shall notify **us** immediately of any alteration in risk which materially affects this insurance.

### Observance

**Our** liability to make any payment under this policy will be conditional on **you** complying with the terms and conditions of this insurance.

## Claims

**You** must tell **us** in writing within 30 days about any matter which could result in a claim being made under this policy, and must obtain in writing **our** consent to incur **professional fees**.

**We** will give such consent if **you** can satisfy **us** that there are sufficient **prospects of success** in pursuing or defending **your** claim and that it is reasonable for **professional fees** to be paid.

**We** may require **you** at **your** expense to obtain the opinion of an expert or counsel on the merits of a claim or **legal proceedings**. If **we** subsequently agree to accept the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim **we** decide that:

1. **Your prospects of success** are insufficient
2. It would be better for **you** to take a different course of action
3. **We** cannot agree to the claim

**We** will write to **you** giving **our** reasons and **we** will not then be bound to pay any further **professional fees** for this claim.

**We** may limit any **professional fees** that **we** will pay under the policy in the pursuit, continued pursuit or defence of any claim:

1. If **we** consider it is unlikely a reasonable settlement will be obtained; or
2. Where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement.

Alternatively, **we** may at **our** option pay to **you** the amount in dispute which shall be deemed to represent full and final settlement under this policy.

In the event that **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any legal costs incurred to date will become **your** responsibility and will be required to be repaid to the insurer.

## Representation

**We** will take over and conduct in **your** name the prosecution, pursuit, defence or settlement of any claim. The **authorised representative** nominated and appointed by **us** will act on **your** behalf and **you** must accept **our** nomination.

If **legal proceedings** have been agreed by **us**, **you** may nominate **your** own **authorised representative** whose name and address **you** must submit to **us**. In selecting **your authorised representative** **you** shall have regard to the common law duty to minimise the cost for **your** claim. Any dispute arising from this shall be referred to arbitration in accordance with the conditions of this policy.

Where **you** have elected to use **your** own nominated **authorised representative** you will be responsible for any **professional fees** in excess of **our standard professional fees**.

### Conduct of Claim

1. **You** shall at all times co-operate with **us** and give to **us** and the **authorised representative** evidence, documents and information of all material developments, and shall attend upon the **authorised representative** when so requested at **your** own expense.
2. **We** shall have direct access at all times to, and shall be entitled to obtain from the **authorised representative** any information, form, report, copy of documents, advice, computation, account or correspondence relating to the matter whether or not privileged, and **you** shall give any instructions to the **authorised representative** which may be required for this purpose. **You** or **your authorised representative** shall notify **us** immediately in writing of any offer or payment into court made with a view to settlement, and **you** must secure **our** written agreement before accepting or declining any such offer.
3. **We** will not be bound by any promise or undertaking given by **you** to the **authorised representative** or by either of **you** to any witness, expert or agent or other person without **our** agreement.

### Recovery of Costs

**You** should take all reasonable steps to recover costs and expenses. If another person is ordered, or agrees, to pay **you** all or any costs and expenses, charges or compensation, **you** will do everything possible, subject to **our** directions, to recover the money and hold on to it on **our** behalf. If payment is made by instalments, these will be paid to **us** until **we** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs.

### Subrogation

**You** agree that where the scheme administrator makes any payment to **you** in respect of recoverable uninsured losses, **you** give the scheme administrator authority to recover those losses on behalf of **you**, in the scheme administrator's own name and for the scheme administrator's benefit.

### Arbitration

If there is a dispute between **you** and **us**, which is not solved by the policy, either side may refer it to the arbitration of an independent arbitrator who will be either a solicitor or barrister, to be agreed by the two sides. If no agreement can be reached the Law Society shall name an arbitrator. The arbitrator's decision will be final and binding on both sides. The arbitration will be governed by the rules set out in the Arbitration Acts then in force.

### Fraud

**We** have the right to refuse to pay a claim or to void this insurance in its entirety if **you**

make a claim which is in any respect false or fraudulent.

### Data Protection

The data supplied by **you** will only be used for the purposes of processing **your** policy of insurance, including underwriting, administration and the handling any claim which may arise. The data supplied will not be passed to any other parties other than those which **we** have mentioned herein.

It is important that the data **you** have supplied is kept up to date. **You** should therefore notify **us** promptly of any changes. **You** are entitled upon the payment of an administration fee to inspect the personal data which **we** are holding about **you**. If **you** wish to make such an inspection **you** should contact Motorists Insurance Services Ltd, Beechwood House, 37 Comber Road, Dundonald, BT16 2AA.

**We** may respond to enquiries by the police concerning **your** policy in the normal course of their investigations. Where it is necessary to administer **your** policy effectively or to protect **your** interests, **we** may disclose data **you** have supplied to other third parties such as solicitors, loss adjusters, motor garages, engineers, repairers, replacement companies, other insurers etc.

### Motor Insurers' Bureau Scheme

In the event of compensation being pursued under the Motor Insurers' Bureau Scheme (MIB) **we** shall not be liable for any costs/outlays over and above the MIB scale of costs, or any interim payments associated with the pursuit of any claim authorised by Motorists Insurance Services Ltd.

### Injuries Board - Republic of Ireland

Personal Injuries are assessed by the Injuries Board in the Republic of Ireland and it is important to note that the Injuries Board does not award legal costs, save in exceptional circumstances. **Your** MIS Legal Expenses Policy does not provide cover for those legal costs incurred in making an application to the Injuries Board. However, if **your** case does not settle, following assessment by the Injuries Board, and **your** case proceeds to litigation, MIS will cover those legal costs incurred in pursuing **your** personal injury claim through the courts, provided of course **your** case has reasonable prospects of success.

### Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

### Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

## Reasonable Care

**You** must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by **us**.

## Cancellation

**We** hope **you** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet **your** requirements, please return it to **your** agent within 14 days of issue and **we** will refund **your** premium.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to the **insured** at his last known address. Provided the premium has been paid in full the **insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. A charge may be imposed based upon the usage of any helpline during this period.

## Acts of Parliament

Any reference to Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland and under European Law where applied in the UK.

## LEGAL AND CLAIMS HELPLINE

All potential claims must be reported initially to the Claims Helpline for advice and support.

**We** will not accept responsibility if the Helpline services fail for reasons beyond **our** control.

## COMPLAINTS PROCEDURE

In the event of a complaint arising under this insurance, **You** should in the first instance write to:-

**The Managing Director, Legal Insurance Management Ltd,  
1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1 XF**

Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This applies if **You** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:-

**Financial Ombudsman Service, Exchange Tower, London, E14 9SR**

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local Authority Trading Standards Service or Citizens Advice Bureau.

## LAW

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **policyholder's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland, in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands, the relevant law governing the Channel Islands shall apply.

## SECTION 2

### TOTAL LOSS - VEHICULAR THEFT REPLACEMENT CAR HIRE FACILITY

Increasingly insurance companies are declaring vehicles a 'total loss' following an insured event and unfortunately there is no provision for the supply of a replacement vehicle under their contracts. Furthermore, if **your** vehicle is stolen and not recovered, **you** are yet again left without a vehicle until the claim is settled.

In circumstances where **your** vehicle is declared a total loss, or is stolen and remains unrecovered for a period of 48 hours, **we** will provide **you** with a replacement vehicle for 10 days.

### REPLACEMENT VEHICLE EXCLUSIONS AND CONDITIONS

#### To Claim Replacement Car Hire Facility

All potential claims must be reported to the MIS Claims Handler within 5 days of any **insured incident** occurring which may give rise to a claim.

#### Insured Incidents

1. A fire, malicious damage or road traffic accident that renders the insured vehicle a total loss as determined by **your** motor insurer.
2. Theft of the insured vehicle which remains unrecovered for 48 hours after the date of occurrence.

#### Exclusions

No replacement vehicle will be provided if:

1. There is a claim where **your** motor insurers are entitled to repudiate **your** motor policy or refuse cover.



2. A claim arises out of the use of the insured vehicle for racing, rallies, trials or competitions of any kind.
3. If **you** have never held (or have been disqualified from holding or obtaining) a driving licence at the time of the **insured incident**.
4. If a claim for theft has not been reported to the police, or theft of **your** unoccupied vehicle if it was left unlocked, or the windows or roof opening were open, or the keys were in the vehicle.
5. The claim is not reported to **us** less than 5 days after **you** become aware of the incident.
6. The **insured person** is aged under 21 or over 70 years of age.
7. The provision of a replacement vehicle is dependant upon the terms and conditions of the legal expenses policy in non-fault claims and the usage of the approved repairer network in all other insured events.

### Conditions

When taking possession of the replacement vehicle **you** must produce a full valid driving licence and additional personal identification.

### Alteration of Risk

**You** must notify the person through whom **you** effected **your** motor insurance of any alteration or risk which materially affects **your** insurance.

### Conduct of Claim

The vehicle must be returned to the car hirer no later than 48 hours after a payment is made to **you** by **your** motor insurer, and in any event at the end of 10 days.

### Territorial Limits

The United Kingdom and the Republic of Ireland.

### Excess Payment Exclusions and Conditions

**No payment will be made if:**

1. There is a claim where **your** motor insurers are entitled to repudiate **your** motor policy or refuse cover.
2. A claim arises out of the use of the insured vehicle for racing, rallies, trials or competitions of any kind.
3. The payment of the policy excess is dependent upon the usage of the insurers approved repairer network and **our** panel solicitors.
4. This benefit is applicable to comprehensive **policyholders** only.
5. Unless a claim is being pursued via the MIB.

## SECTION 2

### BREAKDOWN ASSISTANCE COVER

Under the terms, conditions and exclusions of this policy for breakdown assistance cover **we** will arrange for **your** vehicle to be taken to the nearest repairer, secure premises or if nearer, **your** home. This service is provided throughout Ireland and the United Kingdom. In the event that **your** vehicle is immobilised as a result of electrical or mechanical breakdown or accident (including fire or malicious damage) please contact **our** Helpline on the numbers below as soon as possible:

**Republic of Ireland Roadside Assistance 01 804 4328**  
**United Kingdom Roadside Assistance 028 9048 5219**

Please note that if **you** should engage the services of any recovery operator prior to making contact with the Helpline any costs that **you** incur are not covered by this policy.

#### 1. HOME START ASSISTANCE

If **your** vehicle breaks down **we** will send somebody to assist **you**. Up to one hour's free labour will be provided, in SITU, if on the spot repairs can be made.

If **your** vehicle cannot be repaired, **we** will tow it to the nearest repairer or to **your** own garage, if closer.

#### 2. ROADSIDE ASSISTANCE

If **your** vehicle breaks down or is involved in an accident away from home, **we** will send somebody to assist **you**.

**We** will provide up to one hour's free labour at the roadside, however, if **your** vehicle cannot be repaired on the spot, **we** will tow the car to the nearest repairer, recovery yard or **your** home, if closer.

#### 3. PUNCTURES

If **you** suffer a puncture whilst driving **we** will assist with the replacement of **your** wheel, provided **you** have a suitable replacement available with the vehicle.

#### 4. LOST KEYS

If **your** keys are lost or locked in the vehicle, **we** will take **your** car to the nearest secure premises whilst endeavours are made to access the vehicle or obtain alternative keys.

## 5. PETROL SHORTAGES

In the event **your** vehicle is immobilised due to a fuel shortage, or the wrong fuel is used, **we** will transport **your** vehicle to the nearest petrol station or garage to remedy the cause.

## 6. MAINLAND EUROPEAN EMERGENCY COVER - CASH BENEFIT

In the event **your** vehicle breaks down or is involved in an accident in Mainland Europe the police, when contacted, will usually arrange for a suitable recovery agent to assist **you**. **You** will usually be asked to settle the bill at the time of the recovery. To avail of the benefits under this section, retain the invoice and forward same together with a brief description of the incident to MIS Claims.

**The maximum we will pay under this section is £250.**

## 7. MESSAGE RELAY

**We** will relay up to two urgent messages to worried friends, relatives or employers following any unforeseen delay.

## 8. ADDITIONAL RESCUE COVER

If **your** car cannot be repaired within a reasonable period of time, **we** will provide **either** of the following additional benefits:

- A replacement vehicle for up to 48 hours **subject to availability**  
**or**
- Overnight accommodation i.e. the cost of overnight accommodation including breakfast in a local hotel whilst **you** await for the repairs to be completed. The incident must have occurred more than 60 miles from **your** home.

This additional cover extends to the UK and ROI and the maximum **we** will pay in providing these additional benefits is £175. If **you** are required to settle a hotel account, please retain the receipt and forward to the Claims Department at MIS Claims on **your** return. MIS will only be responsible for the cost of the accommodation including breakfast. Any other meals, drinks or other costs will be the responsibility of the client.

These aspects of cover are only provided following a mechanical or electrical breakdown.

## BREAKDOWN EXCLUSIONS AND CONDITIONS

The terms and conditions of the MIS Breakdown Recovery Service are set out as follows.

1. MIS shall not be liable for any liability or direct loss arising from any act performed in the execution of the assistance provided.
2. MIS shall not be liable to pay for expenses which are recoverable from any other source.
3. MIS shall not be liable for any accident or breakdown brought about by any avoidable, wilful and deliberate act committed by the insured.
4. MIS shall not be liable for the cost of repairing the car.
5. MIS shall not be liable for the cost of any parts, keys, lubricants, fluids or fuel required to restore a vehicle's mobility.
6. MIS shall not be liable for any claims caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the car.
7. No benefit shall be payable unless Motorists Insurance Services Ltd (MIS Breakdown) has been notified and has authorised assistance through the medium of the emergency telephone number provided.
8. Territorial limits of cover are the Republic of Ireland, Northern Ireland and Great Britain.
9. The benefits of this cover will be subject to a maximum of three assists per annum. MIS breakdown will not be responsible where it is asked to provide the service for a fault that was dealt with in the preceding 28 days, excluding punctures.
10. The service will only be provided if the vehicle was in a roadworthy condition prior to the incident.
11. **We** will endeavour to provide all the benefits associated with this cover, however, all the options may not be available to **us** at the time of the breakdown.
12. At all times **we** will retain the discretion to provide assistance outside the terms of this cover and dependent upon circumstances.
13. Replacement cars are subject to normal commercial hire criteria. These criteria may include the requirement of a full drivers licence without endorsements, a cash or credit card deposit. This criteria is not exclusive and may change from time to time. It is also a condition of car hire that the car can be returned to the pick up point.
14. The driver must be with the vehicle when the recovery agent is tasked, if they are absent any subsequent assistance will be at the drivers own cost.
15. **We** may refuse assistance in circumstances where a driver is clearly intoxicated or the vehicle is in an inaccessible off road location.
16. No benefit shall be payable if the vehicle does not hold a valid NCT or MOT certificate when required to do so.
17. Breakdown assistance will not be provided if the vehicle is already at a place of repair.
18. MIS will not assist where a vehicle is immobile due to snow or ice.
19. Vehicles eligible for assistance will be restricted to private cars, private cars modified for commercial use and commercial vehicles of up to a fully laden weight of 3.5 tonnes.

### Complaints Procedures

The Financial Services Authority does not regulate the breakdown assistance cover. However should **you** wish to make a complaint about **our** services, **we** have a formal complaints procedure. In the first instance **you** may contact **us** in writing or by phone. Please address your complaint to:

**The Managing Director, Motorists Insurance Services Limited,  
Beechwood House, 37 Comber Road, Dundonald, BT16 2AA. Tel: 028 90 418401**

# COMPLAINTS

It is our intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should follow the procedure below. Please ensure your policy number is quoted in all correspondence to assist a quick and effective response.

Complaints regarding the sale of your policy should be directed to:

Motorists Insurance Services Ltd,  
Beechwood House,  
37 Comber Road,  
Dundonald,  
N Ireland,  
BT16 2AA  
Telephone: 028 9041 0220

Complaints regarding a claim on your policy should be directed to:

Motorists Insurance Services Ltd,  
Beechwood House,  
37 Comber Road,  
Dundonald,  
N Ireland,  
BT16 2AA  
Telephone: 028 9041 0220

If your complaint cannot be resolved by Motorists Insurance Services Ltd by the end of the next working day, it will be passed to:

The Customer Relations Department,  
UK General Insurance Limited,  
Cast House,  
Old Mill Business Park,  
Leeds  
LS10 1RJ.  
Telephone: 0345 218 2685  
Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than £2million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

Financial Ombudsman Service,  
Exchange Tower,  
Harbour Exchange Square,  
London,  
E14 9SR

Telephone: 0800 0234 567

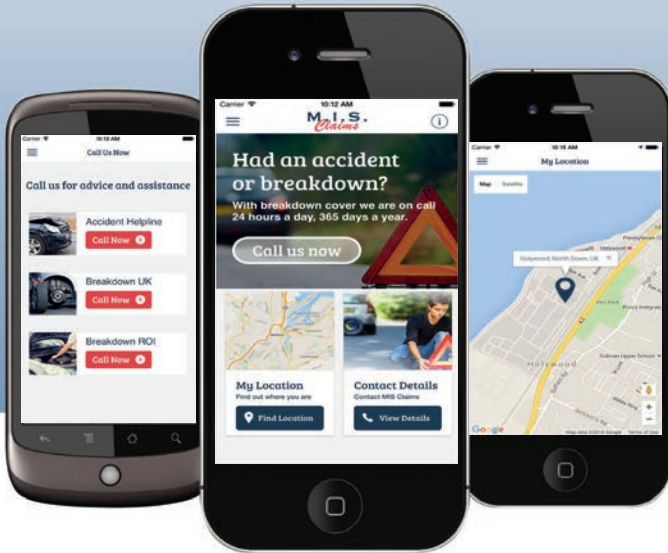
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## **Compensation Scheme**

UK General Insurance Limited on behalf of Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)



# mobile assistance



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