



## PERSONAL INJURY AND UNINSURED LOSS RECOVERY 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 01 872 0179 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 and insurance details 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, and objects that may have obstructed your vision, the position of the 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 Gardai within 24 hours. 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 01 872 0179.
4. If you receive any documents or letters concerning the accident, please forward them immediately to this office.
5. 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, if required, for a maximum 10 day period. This facility can only be made available following the authorisation of one of our claims staff.

### 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: 01 872 0179

### 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.

This policy is of equal benefit to those with Comprehensive or Third Party Policies.

We will pay up to €65,000 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 Europe.

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

## SPECIAL CAR HIRE FACILITY

### Additional Car Hire Benefits

Being without your vehicle is bad enough, but if it is due to someone else's negligence, it can be particularly frustrating. We can now offer you a facility which will ease your burden:-

### 10 Day Car Hire Facility

We will arrange for you to be provided with a replacement vehicle anywhere in Ireland or Great Britain for up to 10 days provided you can show that you need a vehicle. The normal conditions of law apply and a brief guide appears overleaf.

You will not have to leave a deposit for the vehicle with the car hire company nor will you be asked to settle the car hire company's charges until settlement of your claim by the third party's insurers.

You will however be legally liable to pay Motorists Insurance Services Limited the hire account in full should your uninsured loss claim be successful. In those circumstances, you will be paid the full amount of your car hire account by the third party insurers.

This facility can only be made available following authorisation by the appointed panel solicitor. This condition cannot be varied in any way.

### To Claim Car Hire Benefit

1. Telephone us immediately and let us have a full description of the accident circumstances. A copy of your motor accident insurance report form should be forwarded as soon as possible.
2. 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 and legally insured third party. It is essential that we have also agreed to pursue an uninsured loss claim on your behalf.
3. It is a condition that you provide us with full details of the person responsible for the accident. This will include the third party's full name and address, the owner of the third party's vehicle (where appropriate), the third party's registration number, name and address of the third party's insurance company and policy number.
4. It is usually only possible to qualify for a car hire benefit if you are aged between 21 and 70, have a full clean driving licence and have been driving for at least two years. You will be expected to be responsible for insuring the hire vehicle although in most cases this will simply involve transferring your existing insurance policy. If any additional insurance charges are incurred, and these are usually minimal, they will of course be included in your uninsured loss claim.
5. You can claim Car Hire Benefits in Ireland or in Great Britain only.

### Guidance

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



*are pleased to offer their clients*

- Roadside Assistance
- Home Start Assistance
- Legal Expenses
- Puncture Repair



MIS Claims 01 872 0179

## Prosecution Defence

Motorists Insurance Services Limited will pay up to €65,000 in legal fees in your defence, if you are prosecuted for a motoring offence arising from the authorised use of a motor vehicle.

The benefits of this cover will apply when there is the threat of suspension or loss of licence and there is a reasonable defence.

Cover will not apply in incidents where alcohol, drugs, parking or non-endorseable offences are inferred.

## THE POLICY

### Meaning of Words

#### **Insured**

The person to whom the certificate of insurance has been issued.

#### **You/Your**

The **Insured** or any other authorised driver or passenger entitled to the benefit of the policy of insurance provided that the person has the **Insured's** consent to claim under this insurance or the consent of a legal personal representative if the claim is in respect of death.

#### **We/Us/Our**

Motorists Insurance Services Limited.

#### **Insurers**

UK Underwriting Ltd on behalf of the Primary Insurance Group Ltd.

#### **Relevant Losses**

Death or bodily injury or other losses otherwise uninsured.

#### **Insured's family**

The **insured**, the **insured's** spouse or any other member of the insured's family permanently residing with the **insured** and being under the age of 18 years at the date of the road traffic accident.

#### **Accident**

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

#### **Authorised Representative**

This will be the Legal Representative appointed by MIS to act on your behalf and in your name.

### Conditions

#### 1. Observance

The due observance and fulfilment by You of all of the terms and conditions herein shall be a condition precedent to Our liability.

#### 2. Claims

You must tell Us in writing as soon as reasonably possible but always within the currency of this insurance about any matter which could result in a claim being made under this certificate.

If, after receiving a claim We decide that:

- (a) You do not have a reasonable prospect of success;

(b) It would be better for You to take a different course of action;

(c) We cannot agree to the underwriting of this claim; subject to Condition 8 we will not then be bound to pay any legal costs and expenses for this claim.

#### 3. 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 minimize the cost of Your claim.

#### 4. Notification

If prior to the notification of Your claim, you have sought legal assistance or You have elected to use Your own Authorised Representative You will be responsible for Your own legal costs.

#### 5. Information to be given by You

You shall at all times give to Us and the solicitor acting for You all information, evidence and documents and shall attend upon the solicitor when so requested.

#### 6. Right to information

You shall cooperate fully with us in all respects and shall keep Us fully and continually informed of all material developments or any matters which could have an adverse effect on Your claim. We shall be notified immediately by You or your solicitor of any offer or payment into Court made with the view to settlement.

#### 7. Costs of Agreements

We will not be bound by any promise or undertaking given directly by You to any witness, expert or agent.

#### 8. Recovery of costs

You should take all reasonable steps to recover legal costs and expenses. If another person is ordered, or agrees, to pay You all or any legal costs and expenses, charges or compensation either in full or instalments You will do everything possible (subject to Our directions) to recover the money and hold it on Our behalf. If payment is made in instalments these will be paid to Us until We have recovered the total amount of that the other person was ordered, or agreed to pay by way of costs.

#### 9. Arbitration

We reserve the right at any stage, if You are in breach of any of the terms and conditions of herein to rescind, revoke, cancel or withdraw insurance cover. If there is a dispute unresolved between You and Us, either side may refer it to the arbitration of a single arbitrator who will be either a solicitor or barrister, to be agreed by the two sides. If no agreement can be reached the Incorporated 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.

### What is Insured

#### Legal fees, costs and disbursements up to:-

**€65,000**

- (i) Reasonably and properly incurred by the solicitor appointed pursuant to this policy of Insurance in pursuit of recovery by civil means of **Relevant Losses** incurred by:-
- (a) The **Insured** whilst driving any motor vehicle (including a caravan or trailer being towed) which he or she is legally insured to drive or any passengers in the said vehicle,
- or** (b) Any authorised driver whilst driving the Insured's motor vehicle.
- or** (c) Any member of the **Insured's family** being a pedestrian, cyclist or passenger in a private or public service vehicle.

arising from any road accident in Ireland or the UK, the said accident resulting of the fault of an identified person or persons driving a motor vehicle not being the **Insured** or his or her authorised driver and the said accident occurring during the currency of this policy of insurance.

- (ii) For which the **Insured** or any authorised driver is made liable for by way of Court Order resulting directly from the pursuit of civil legal proceedings pursuant to clause (i) above.

### What is not insured

- I. Legal expenses incurred:
- (a) before Our written acceptance of a claim or where any Personal Injury Claim can be pursued via mediation with the Personal Injuries Assessment Board.
- (b) before Our approval or beyond those for which We have given Our approval.
- (c) where You fail to give proper instructions in due time to Us or to the solicitor or to Counsel.
- (d) where You are responsible for anything which in Our reasonable opinion prejudices Your case.
- (e) if You withdraw instructions from the solicitor or withdraw from the legal proceedings or the solicitor refuses to continue to act for You.
2. Claims which are conducted by You in a manner different from the advice of the solicitor, our Internal Claims Staff, or if the matter can be resolved by the Personal Injuries Assessment Board.
3. Any legal costs and expenses that can be recovered under any other insurance.
4. Any claims arising from a contractual relationship.
5. Claims arising out of civil unrest or acts of war.
6. In the event of compensation being pursued under the Motorists Insurance Bureau Scheme (MIB) we shall not be liable for any costs/outlays over and above the MIB scale of costs.
7. Any interim payments associated with the pursuit of any claim authorised by Motorists Insurance Services Ltd.

## BREAKDOWN ASSISTANCE COVER

### 1. HOME START ASSISTANCE

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

### 2. ROADSIDE ASSISTANCE

If your car 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.

## MESSAGE RELAY

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

## 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 €250. 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 ASSISTANCE EXCEPTIONS

### The Company shall not be liable for:-

1. For any liability or consequential loss arising from any act performed in the execution of the assistance service provided.
2. To pay for expenses which are recoverable from any other source.
3. For any accident or breakdown brought about by any avoidable, wilful and deliberate act committed by the Insured.
4. Any incidents involving petrol shortages.
5. For the cost of repairing the car other than outlined in the Benefit, Number 1.
6. For the cost of any parts, keys, lubricants, fluids or fuel required to restore a vehicle's mobility.
7. For any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the car.

### Conditions

1. No benefit shall be payable unless Motorists Insurance Services Ltd. has been notified and has authorised assistance through the medium of the emergency telephone number provided.
2. Territorial Limits of cover are the Republic of Ireland and the UK.
3. Vehicles eligible for assistance will be restricted to Private Cars, Private Cars modified for commercial use and commercial vehicles up to 7.5 tonnes gross vehicle weight.
4. All vehicles must have a valid NCT Certificate.
5. The Benefits of this policy will be subject to a maximum of three assists per annum. Motorists Insurance Services Ltd. will not be responsible where it is asked to provide the service for a fault it has previously dealt with in the proceeding 28 days.
6. MIS will only be responsible for one assist per incident.

## COMPLAINTS PROCEDURE

Motorists Insurance Services Ltd are authorised and regulated by the Financial Services Authority (FSA).

As members of the FSA, it is our intention to provide you with a high level of customer services at all time. If 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:

**Managing Director, Motorists Insurance Services Ltd  
Beechwood House, 37 Comber Road, Dundonald  
BELFAST BT16 2AA**

In the event you remain dissatisfied and wish to make a complaint, you can do so by contacting the following:

**Legal Insurance Management Ltd  
18 Hagley Road, Stourbridge, West Midlands DYS 1QD**

If the matter remains unresolved, you should write to the Insurer.

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 but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Ombudsman Service at:

**Financial Ombudsman Service  
South Quay Plaza, 183 Marsh Wall, LONDON E14 9SR  
Tel: 0845 080 1800**

This does not affect your statutory rights.

### Compensation Scheme

Primary Insurance Company Ltd is covered by the Irish Insurance Compensation Fund. You may be entitled to compensation from the fund, if they cannot meet their obligations. The Irish Insurance Compensation Fund provides funds for liquidators so that they may pay the valid claims of insolvent insurers. The fund will provide compensation payments of up to €20,000 or 90% of the net loss whichever is the lesser. You can get more information about compensation fund arrangements from the Irish Financial Services Regulatory Authority.

Indemnity Insurance Limited and CGU Insurance plc trading as Norwich Union are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the 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 100% of the first €2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS.

The subscribing insurers obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

**PLEASE RETAIN THIS IN  
YOUR VEHICLE**

POLICYHOLDER

BROKER REF

RENEWAL DATE



***Motor Claims:***

**01 872 0179**

***ROI Roadside Assistance:***

**01 804 4328**

***UK Roadside Assistance:***

**0845 603 7991**