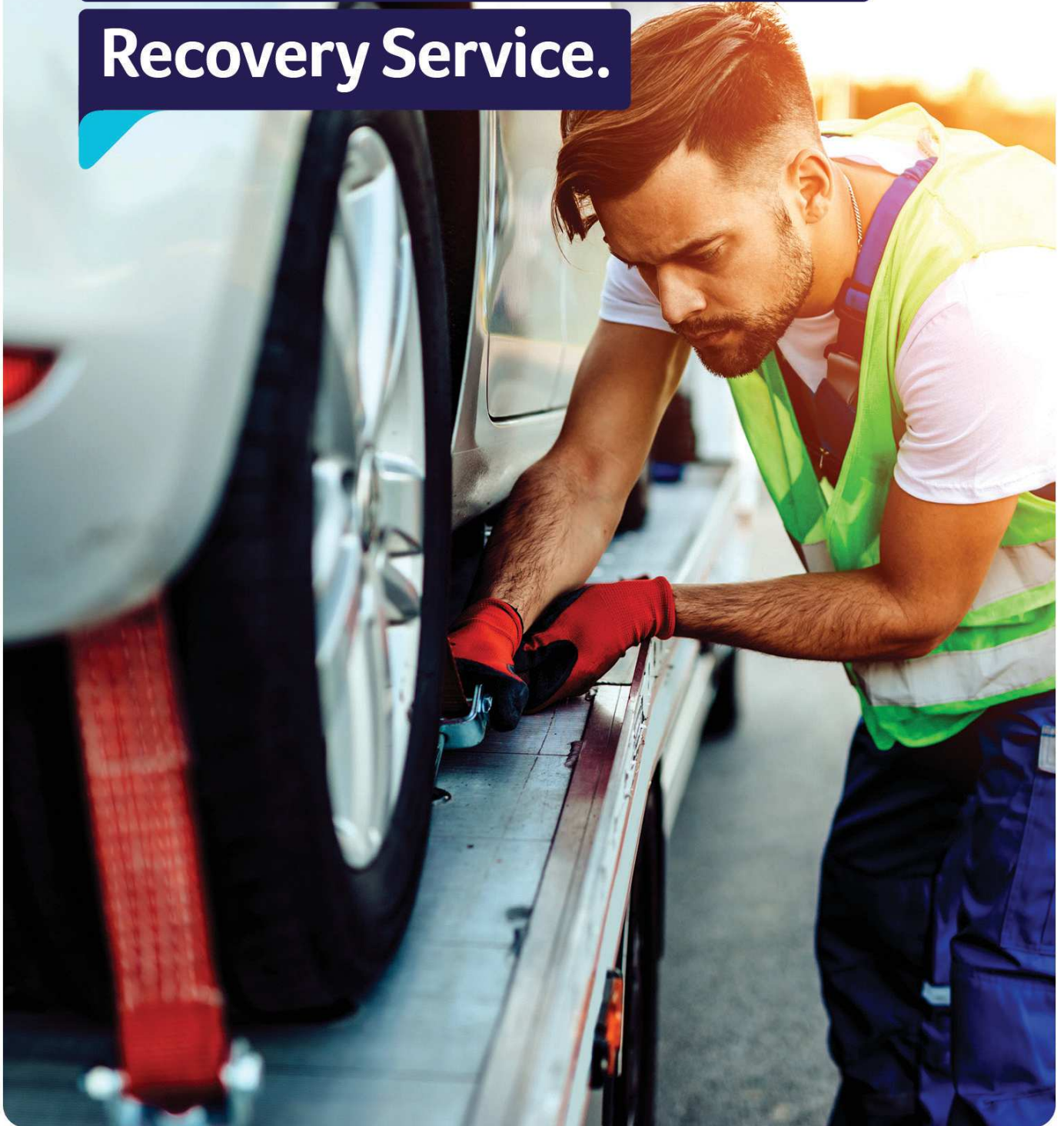


# Motor Claims, Legal Expenses Insurance and Breakdown Recovery Service.



## Policy Endorsement

This endorsement should be read alongside your policy wording and provides details of important changes to your insurance terms and conditions.

These changes are only applicable for policies starting from and after 1<sup>st</sup> February 2025.

### Details of changes

1. The name of the Insurer of your Legal Expenses Insurance cover has changed to **AmTrust Specialty Limited**.
2. The registered address of the Insurer of your Legal Expenses Insurance cover has changed to **Exchequer Court, 33 St Mary Axe, London EC3A 8AA**.

AmTrust's company registration number 1229676 and financial services number 202189 remain unchanged.

All other terms and conditions within your policy wording remain unaffected.

### Authorisation

The cover is administered by Arc Legal Assistance Ltd who are authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

The cover is underwritten by AmTrust Specialty Limited who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

# Claims Service Including Legal & Breakdown Cover

## Administered by MIS

- Motor Claims.
- 24 Hour Breakdown Recovery Service incorporating Punctures and Lost Keys.
- Legal Expenses Insurance.

MIS Claims, Beechwood House, 37 Comber Road, Dundonald, BT16 2AA  
MIS Claims **(028) 9041 0220**

## Motor Claims Service

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 on **028 9041 0220** and give **us** a full account of the incident.

Following any accident always stop and exchange the following information:

- names and addresses of those involved and also those of any witnesses;
- the vehicle registration numbers of all vehicles involved;
- 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 eye witnesses and other relevant information, e.g. the weather conditions, speed and distance involved. Accidents that involve any form of personal injury must be reported to the police 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;
- if **you** receive any documents or letters concerning the accident, please forward them immediately to MIS;
- **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. This facility can only be made available under the terms of a credit agreement and following authorisation by one of **our** claims staff;
- **we** will notify the **insured incident** to the **insurer** named on **your schedule**;
- **we** will assist **you** in appointing a competent repairer if **we** believe **your** vehicle is repairable.

## 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 9041 0220

This helpline service is only in respect of legal issues and the processing of **your** motor claim.

**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 may mean that **we** decline to pay a claim for **your professional fees**.

### 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 £100,000 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 vehicle accident occurring anywhere in the UK or the Republic of Ireland.

If **you** can convince **us** that there are sensible prospects of being successful in **your** claim 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:

- **we** consider it is unlikely a reasonable settlement of **your** claim will be obtained; or
- 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 opt to pay **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' 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. Telephone: 028 9041 0222.

## Additional Benefits

### Replacement Vehicle Facility / Excess Payment

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.

### Replacement Vehicle Hire Facility

**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 vehicle 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 use 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 vehicle 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 payments in full by a single payment. Full terms and conditions are available.

To avail of these additional benefits **you** must adhere to the terms and conditions of this policy.

### To Claim Vehicle Hire Benefit

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 third party. It is essential that **we** have also agreed to pursue an uninsured loss claim on **your** behalf.

It is a condition that, where possible **you** provide **us** with full details of the person responsible for the accident.

It is usually only possible to qualify for 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.

To avail of this benefit the accident must have occurred in the United Kingdom or the Republic of Ireland.

## Hire Vehicle Cover

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 cover **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 vehicle is hired for the minimum period of time necessary. **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.

# 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 from such circumstances.

# Definitions

## Insurer / Scheme Administrator

This insurance is administered by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited, Market Square Houses, St. James Street, Nottingham NG1 6FG (01229676). AmTrust Europe Limited is authorised and regulated by the Financial Conduct Authority (202189).

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.

Arc Legal Assistance Ltd, The Gatehouse Lodge Park, Lodge Lane, Colchester, Essex, CO4 5NE, Company No: 04672894. ARC is authorised and regulated by the Financial Conduct Authority under registration number 305958. 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.

**Policyholder / You / Your**

The person or company who has paid the premium and is named in the schedule 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.

**Prospects of Success**

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

**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 UK and the Republic of Ireland.

**Limit of Cover**

Any one Insured incident £100,000.

**Period of Insurance**

The period of insurance shown in the motor insurance schedule.

**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.

**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.

## Schedule

The insurance document which shows details of your motor insurance cover.

## Time of Occurrence

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

## Us, We or Our

Motorists Insurance Services Ltd.

# 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:

- the death of, or bodily injury to an **insured person**;
- uninsured losses being incurred by an **insured person**.

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

# Exclusions

This insurance does not cover:

- **professional fees** incurred:
  - in respect of any **insured incident** where the **time of occurrence** commenced prior to the commencement of the insurance;
  - before **our** written acceptance of a claim;
  - before **our** approval or beyond those for which **we** have given **our** approval;
  - where **you** fail to give proper instructions in due time to **us** or to the **authorised representative**;
  - where **you** are responsible for anything which in **our** reasonable opinion prejudices **your** case;
  - 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 Independent Car Hire Ltd shall become payable forthwith;
  - 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;
- 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;
  - 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;
  - claims which are conducted by **you** in a manner different from the advice or proper instructions of the **authorised representatives**;
  - 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 chance of success;
  - 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;
  - damages, fines or other penalties **you** are ordered to pay by a court tribunal or arbitrator;
  - claims arising from an **insured incident** arising from **your** deliberate act, omission or misrepresentation;
  - claims arising from:
    - ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
    - any radioactive toxic explosive or other hazardous properties of any nuclear assembly or component thereof;
    - war or any like associated risk;
    - seepage pollution or contamination of any kind;
    - pressure waves caused by aircraft or other aerial devices;
  - any dispute relating to written or verbal remarks which damage **your** reputation;
  - any **professional fees** relating to **your** alleged dishonesty, criminal act, or violent behaviour;
  - **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;
  - **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;
  - a dispute which relates to any compensation or amount payable under a contract of insurance;
  - a dispute with **us** not dealt with under the arbitration condition;
  - any dispute relating to patents, copyrights, trade or service marks, registered designs, passing of intellectual property, trade secrets or confidential information;
  - an application for judicial review;
  - any claim where **your** motor insurers are entitled to repudiate **your** motor policy or refuse cover;
  - any claim where an **insured person** (not being the **policyholder**) is driving under a 'driving other cars' extension to their motor insurance policy;
  - claims arising out of the use of an **insured vehicle** by an **insured person** for racing, rallies, trials or competitions of any kind;
  - travelling expenses, subsistence allowance, or compensation for absence from work in pursuit of an **insured person's** claim;
  - 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**;

- any claim arising from a contractual relationship;
- the costs of a hire car that **we** have not, in advance, agreed to pay for in writing;
- claims made by an **insured person** against any authorised passenger in the vehicle;
- claims for passengers where there is a conflict of interest between **you** or the authorised driver and any other passenger(s).

## Conditions

### Alteration to 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 i.e. at least a 51% chance of the Insured Person(s) achieving a favourable outcome 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:

- **your** prospects of success are insufficient;
- it would be better for **you** to take a different course of action; or
- **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:

- if **we** consider it is unlikely a reasonable settlement will be obtained; or
- where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement.

Alternatively **we** may opt to pay **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 representatives** **you** shall have regard to the common law duty to minimise the cost of **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

**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.

**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.

**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 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.

### **Consumer Insurance Act**

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers in any declaration **you** make to **us** and to make sure that all information supplied is true and correct. **You** must tell **us** of any changes to answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** answers may mean that **your** policy is invalid and that it does not operate in the event of a claim.

### **AmTrust Europe Ltd Privacy Policy**

**Your** privacy is important to **Us** and **We** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **We** use the information **We** collect about **You** and how **You** can exercise **Your** data protection rights. **You** can view **our** full privacy notice by visiting <https://www.amtrustinternational.com/legal/privacy-cookies/>

If **you** are unable to access the link or have any questions or comments about **Our** privacy notice, please write to: The Data Protection Officer, AmTrust International - please see website for full address and details.

### **ARC Legal Assistance Ltd Privacy Notice**

ARC Legal Assistance Ltd (ARC) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of ARC's facilities to allow it to maintain its core operations and meet its customers' requirements effectively.

### **Motorists Insurance Bureau Scheme (MIB)**

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, or any interim payments associated with the pursuit of any claim authorised by Motorists Insurance Services Ltd.

### **InjuriesBoard.ie**

In the event that **you** are pursuing a personal injury claim as a result of a road traffic accident in the Republic of Ireland, it is important to note that personal injuries are assessed by the Injuries Board which 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** claim 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** may cancel the cover provided for the Breakdown Recovery Service and Legal Expenses by sending **you** 30 days written notice by recorded delivery post.

Examples of when **we** could cancel the cover for the Breakdown Recovery Service and Legal Expenses include but are not limited to:

- If **you** are in breach of the terms and conditions of **your** policy;
- where **we** identify misrepresentation or fraud by **you**;
- where **you** harass or show threatening behaviour against **our** staff.

### 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 Claim 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.

## Law

The law of Northern Ireland will apply to this contract unless:

- **you** and **we** agree otherwise;
- at the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) England, Scotland, Wales, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## Breakdown Assistance

In the event that **your** vehicle is immobilised as a result of electrical or mechanical breakdown or accident (including fire and malicious damage), **your** vehicle will be taken to the nearest repairer, secure premises or if nearer, to **your** home.

This service is provided throughout Ireland and the United Kingdom.

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

## 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 competent repairer, recovery yard or **your** home, if closer.

## 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. Alternatively, **we** will provide assistance using the tyre inflation system provided by the car manufacturer. Should such a system not be available, **we** will tow the car to the nearest competent repairer, recovery yard or **your** home, if closer.

## 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.

## Fuel 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 filling station or garage to remedy the cause.

## Mainland European Emergency Cover Cash Benefit

In the event **your** vehicle suffers a breakdown incident or is involved in an accident in mainland Europe, the police, when contacted by **you** 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 with a brief description of the incident to MIS Claims.

Please note the maximum **we** will pay under this section is €250 or equivalent.



## 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** wait 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

MIS shall not be liable for any liability or direct loss arising from any act performed in the execution of the assistance provided;

- to pay for expenses which are recoverable from any other source;
- for any accident or breakdown brought about by any avoidable, wilful or deliberate act committed by the insured;
- for the cost of repairing the car;
- for the cost of any parts, keys, lubricants, fluids or fuel required to restore a vehicle's mobility;
- for any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the car;
- for any benefit payable unless Motorists Insurance Services Ltd. has been notified and has authorised assistance through the medium of the emergency telephone number provided.

No benefit shall be payable if the vehicle does not hold a valid PSV or MOT certificate when required to do so.

## Breakdown Conditions

**Territorial limits** of cover are the UK and the Republic of Ireland.

Vehicles eligible for assistance will be restricted to private cars, private cars modified for commercial use and commercial vehicles up to fully laden weight of 7.5 tonnes in Northern Ireland and 3.5 tonnes within the rest of the **territorial limits**.

MIS will only be responsible for one assist per incident and a maximum of three assists per policy term.

MIS will not be responsible where it is asked to provide the service for a fault it has previously dealt with in the preceding 28 days.

**We** endeavour to provide all the benefits associated with this policy; however, all the options may not be available to **us** at the time of a breakdown.

**We** retain the discretion to provide assistance outside the terms of this policy and dependent upon circumstances.

## Complaints Procedure

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

It is **our** intention to provide **you** with a high level of customer service at all times. 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**

If the matter still remains unresolved thereafter **you** have the right to ask the Financial Ombudsman to review **your** case. **You** may contact the Financial Ombudsman Service at:

**Financial Ombudsman Service,  
Exchange Tower, Harbour Exchange Square, London E14 9SR  
Tel: 0800 023 4 567 (Calls to this number are free from mobile phones and landlines)  
Tel: 0300 123 9 123 (Calls to this number cost no more than calls to 01 and 02 numbers)**

This does not affect **your** statutory rights.

Please note, the Complaints procedures relate to the Legal Expenses element of this contract only. The Financial Conduct Authority does not regulate the Breakdown and Replacement Car facilities, however, should **you** wish to make a complaint in respect of these services, contact the Managing Director of Motorists Insurance Services.

### Compensation Scheme

AmTrust Europe Limited is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **We** cannot meet **Our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme arrangement from the FSCS can be found at [www.fscs.org.uk](http://www.fscs.org.uk).

# Contact Information

**For queries on your policy 028 9181 7375**

**Online at: [www.hughesinsurance.co.uk](http://www.hughesinsurance.co.uk)**

To renew **your vehicle** policy or view other great products available

## **Drop in to your local branch**

For details of **your** nearest branch refer to the back cover.

Why not discuss **your** insurance needs with **our** friendly, local Hughes staff?

## **Claims**

If **you** need

To make a claim **+44 (0) 28 9041 0220**

To get UK glass repair/replacement **0800 0280002**

To get European glass repair/replacement **+44 (0) 1827 304163**

UK Roadside Assistance **028 9048 5219**

ROI Roadside Assistance **01 804 4328**

**For our joint protection telephone calls may be recorded and/or monitored**

**[www.hughesinsurance.co.uk](http://www.hughesinsurance.co.uk)**

**Thank you for choosing Hughes Insurance**

And remember, Hughes Insurance are  
ready to assist you with any policy queries on  
**028 9181 7375**



