

Home Claims Assistance, Homestart Assistance *and complimentary* **Family Legal Protection**



Incorporating:

- 24/7 Claims Reporting
- 24/7 Home Start Assistance
- Family Legal Protection
- Consumer Disputes
- Taxation
- Home Rights
- Personal Injury

HOME CLAIMS

MIS CLAIMS PROVIDES 24/7 CLAIMS REPORTING SERVICE – HELPLINE NUMBER 028 9041 0220

In the unfortunate event that **you** need to make a claim on **your** Household Insurance, **we** have a highly experienced and qualified claims team who will be happy to guide and advise **you** through the claims process. **We** understand that this is a stressful time, and a dedicated member of the claims team will be assigned to **your** claim to assist **you** throughout the whole claims process.

When **you** first contact MIS, **you** will speak to one of **our** local and friendly claim handlers who will take all the details needed to start the process of **your** claim.

During office hours, **our** claims handlers will be able to guide **you** through **your** policy coverage, excess, endorsements, exclusions, and conditions that may apply under **your** policy.

If **you** need to report a claim outside of standard office hours **our** claims handlers will take a first notification of loss and advise **you** of any steps to take immediately to minimise the loss. **Our** claims handler will then, the following working day, check **your** policy details and will contact **you** again to discuss **your** cover and recommend the next steps.

Depending on the circumstances that have given rise to the claim, **our** skilled claims handlers can recommend the best way to help progress **your** claim, such as:

- Details of where/when the item was purchased
- Last known location of the property when it was lost or damaged
- Claims for damage to property, confirmation from a suitably qualified tradesman (such as a plumber, builder etc) of the cause of damage and whether or not the item can be economically repaired.

MIS Claims will then notify **your** insurance company of the loss and liaise with both **your** insurance company and insurance brokers on **your** behalf.

In some circumstances **your** insurance company may appoint a Loss Adjuster, approved contractor or supplier to discuss **your** claim, inspect the damage or carry out further enquiries. **Your** insurance company will advise **you** if they believe this will be necessary.

MIS Claims will assist **you** in presenting **your** claim to **your** insurance company for **your** loss. **Your** Insurance company will most likely settle claims in one of the following ways:

- Reinstatement
- Repair
- Replace
- Cash value

How **your** claim will be settled will be determined by **your** insurance company and the type of loss **you** have suffered.

At MIS Claims **we** pride ourselves on providing a first class service, **our** staff are always on hand to help **you**. If **you** have suffered a loss and **you** think it might give rise to a claim under **your** Household insurance policy, contact **us** as soon as possible and **we** will be happy to help.

Complaints Procedure

MIS Claims is a trading name of Motorists Insurance Services. Motorists insurance Services Ltd (MIS) 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** claims service, **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 Ltd, Beechwood House,
37 Comber Road, Dundonald, Belfast, BT16 2AA. Tel: 028 9041 0220**

If it is not possible to reach an agreement **you** have the right to escalate **your** complaint to the Financial Ombudsman Service. **You** may contact the Financial Ombudsman Service at:

**Financial Ombudsman Service, Exchange Tower,
Harbour Exchange, London E14 9SR. Tel: 0800 023 4567.**

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

Please note the complaints procedures relate to the legal expenses and claims handling elements of this contract. The Financial Conduct Authority does not regulate the Home Start Breakdown Assist. However, should **you** wish to make a complaint in respect of the Home Start Assistance, contact the management team of Motorists Insurance Services.

Motorists Insurance Services Privacy and Data Protection Notice.

Our approach to privacy

The privacy and security of **your** personal information is very important to **us**. **We** protect **your** information with security measures under the laws that apply. **We** are committed to protecting the confidentiality and security of the information that **you** provide to **us** and **we** put in place appropriate technical, physical and organisational security measures to protect against any unauthorised access or damage to, or disclosure or loss of **your** information.

The Information you provide Motorists Insurance Services

We may receive personal information about **you** for the purposes of providing claims handling and any other related purposes.

This information may include

- Basic personal information such as **your** name, address, email address, telephone number, date of birth or age, gender and marital status, **your** car, **your** home, **your** household or **your** travel arrangements.
- Information about **your** other policies, claims history, claims data

We may use **your** information to allow us to detect and prevent fraudulent applications and claims, for details relating to information held about **you** on the Claims Underwriting and Exchange Register please visit www.insurancedatabases.co.uk

Personal Information about others

We may collect information about other members of **your** household or family, for example, family members who live at **your** address.

How we use information to help you

We may use the information to:

- Provide claims handling service
 - Improve **your** experience by reducing the number of questions **we** need to ask **you**
 - Verify **your** identity and provide **you** with claims handling assistance

Insurance Administration

Your information may be used for the purpose of insurance administration by the insurer, its associated companies and agent and by re-insurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurers compliance with regulatory rules/codes. **Your** information may also be used for statistical purposes and crime prevention.

Information may also be shared with companies acting for **your** insurer, such as Investigators or Loss Adjusters.

Update your information, request to erase your data, subject access request

If **you** wish to contact **us** regarding this notice **you** can contact **us** at:

**Motorists Insurance Services, Beechwood House,
37 Comber Road, Belfast, BT16 2AA.**

By Telephone: 02890 410 220 By Fax: 02890 481185

By email at: claims@misgroup.online – please put your request in the subject line.

How to find what information we hold about you

You have the right to request a copy of all the personal information **we** hold about **you** in a Subject Access Request. To this simply write to **us** at the above address or contact **us** via email.

Complaints

You have the right to complain about how **we** treat **your** Personal Data and Sensitive Personal Data to the Information Commissioner's Office (ICO). The ICI can be contacted at: <https://ico.org.uk/global/contact-us/>

We are only allowed to keep **your** information if **we** need it for the reasons outlined above. **We** will keep it in line with the industry, regulatory and contractual requirements.

If **you** have any questions concerning **our** use if **your** personal data, please contact The Data Protection Officer, Motorists Insurance Services, Beechwood House, 37 Comber Road, Belfast, BT16 2AA.

A copy of **our** privacy policy is available to view at <https://misclaims.com/privacy-policy/>



HOME START ASSISTANCE



MIS HOME START ASSISTANCE

It should be noted that the FCA does not regulate the services provided under the MIS Breakdown Contract. Full details explaining how to complain regarding the Legal Expenses Service can be found at the back of this booklet.

Please note that if **you** should engage the services of any **recovery operator** prior to contacting the **Helpline** any costs that **you** incur are not covered by the contract.

Home Start Assistance Helpline Number: 028 9048 5219

HOME START ASSISTANCE, INCORPORATING FLAT BATTERY AND FUEL SHORTAGES / MIS FUELLING

HOME START ASSISTANCE

We understand that when **your** vehicle breaks down at **your home address** it can be stressful and inconvenient. **Our** Home Start Assistance service can hopefully alleviate some of this stress. Under **our** Home Start Assistance **we** can send a **recovery operator** to assist **you** if **your vehicle** suffers a mechanical or electrical failure at **your home address**. Up to one hour's free labour will be provided, in situ, if on the spot repairs can be made to **your vehicle**.

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

PUNCTURES

If **your vehicle** suffers a puncture at **your home address**, **we** will assist with the replacement of **your vehicles** tyre, provided **you** have a suitable replacement available with the **vehicle**. If **you** do not have a suitable replacement available with **your vehicle**, **we** will arrange to tow it to the nearest **competent repairer** or to **your** own garage, if closer.

FUEL SHORTAGES / MIS FUELLING

In the event **your vehicle** is immobilised due to a fuel shortage or misfuelling at **your home address**, **we** will transport **your vehicle** to the nearest filling station or garage to remedy the cause.

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 **customer**.
4. MIS shall not be liable for the cost of repairing the **vehicle**.
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 **vehicle**.
7. No benefit shall be payable unless MIS Group (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 Northern Ireland.
9. The benefits of this product 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. 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.
14. **We** may refuse assistance in circumstances where a driver is clearly intoxicated or the **vehicle** is in an inaccessible off road location.
15. No benefit shall be payable if the **vehicle** does not hold a valid NCT, MOT or equivalent test certificate when required to do so.
16. MIS will not assist where a **vehicle** is immobile due to snow, ice or ingress of water.
17. **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 Conduct 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**

DEFINITIONS

Administrator

MIS GROUP - Beechwood House, 37 Comber Road, Dundonald, N. Ireland, BT16 2AA.

Competent Repairer

A Vat registered general provider of repair and maintenance services for motor **vehicles**. This garage will not necessarily be a franchise repairer for the particular **vehicle** marque.

Helpline

Means the breakdown assistance telephone helpline service operated by **us** 24 hours, 365 days of the year which can be contacted by the **customer** in the UK on 028 9048 5219.

Incident

Immobilisation of the **vehicle** as a result of mechanical or electrical breakdown (including fire and malicious damage), flat tyre/puncture, fuel shortage or wrong fuel, or flat battery whilst at the **home address**.

You / Your / Customer

Means the person or company who has paid the premium for this service and is named in the home insurance as the policy holder.

Duration of Assistance

365 days from date of purchase.

Home Address

Primary residence noted on home insurance schedule.

Recovery Operator

Means the **recovery operator we** authorise to provide breakdown assistance.

Territorial Limits

Northern Ireland.

Vehicle

Will be restricted to private cars, private cars modified for commercial use and commercial **vehicles** up to a fully laden weight of 3.5 tonnes.

- Is serviced, maintained and operated according to the manufacturer's handbook and holds a valid MOT/NCT certificate or equivalent if applicable.

We / Us / Our

Means MIS Group Beechwood House 37 Comber Road, Dundonald, Belfast, BT16 2AA.



FAMILY LEGAL EXPENSES



www.misgroup.online

FAMILY PROFESSIONAL FEES POLICY



IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY YOUR CLAIM

- All potential claims must initially be reported to **our** appropriate claims helpline service (shown below), which operates 24 hours a day, 365 days a year in respect of legal issues and the hours of 09.00 - 17.00 Monday to Friday excluding bank holidays for tax helpline.

Legal Claims Notification and Advice Helpline Service - 028 90 484484

This helpline service is only in respect of legal issues and cannot assist with any other insurance matter.

Tax Helpline Service - 01455 852034

This helpline service is only in respect of taxation issues and cannot assist with any other insurance matter.

- 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 there are reasonable prospects of being successful in **your** claim and that it is reasonable for **professional fees** to be paid **we** will:
 - take over the claim on **your** behalf.
 - appoint a specialist of **our** choice to act on **you** behalf.
- **We** may limit the **professional fees** that **we** will pay under the policy where:
 1. **we** consider it is unlikely a reasonable settlement of **your** claim will be obtained,
 2. there are insufficient prospects of obtaining recovery of any sums claimed, or
 3. 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**.
- 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** own responsibility and will be required to be repaid to the **insurer**.

Please note that if you engage the services of anyone prior to making contact with the helpline services and incur any costs without our prior written approval these costs will not be covered by this insurance.

If upon receipt of this policy **you** are unhappy with any of the requirements as stated above please advise **your** insurance adviser immediately who subject to there being no claims on this policy will arrange a full refund of premium.

IMPORTANT NOTICE

All potential claims must be initially reported to **our** claims helpline service, which operates 24 hours a day, 365 days a year in respect of the legal helpline and the hours of 09.00 - 17.00 Monday to Friday excluding bank holidays for the tax helpline.

**The Legal Claims Notification and Advice Helpline Service
Telephone Number is 028 90 484484**

The Tax Advice Helpline Service Telephone Number is 01455 852034

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 that claim.

POLICY DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this policy.

Agent

The Agent appointed by the coverholder to transact this insurance with you.

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.

Court

A court, tribunal or other competent authority.

Credit Reference Agency

Equifax, Experian and Call Credit.

Event

The initial event, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for indemnity against us.

Limit of Indemnity

The limit of indemnity is £50,000.

Home

Your principal private dwelling house as defined for the purposes of qualifying for exemption from capital gains tax.

Indirect Losses

Losses or damage which is not directly associated with the incident that caused you to claim, unless expressly stated in this policy.

Insured Person

- a) the policyholder named in the schedule.
- b) the husband or wife of the policyholder, or the policyholder's partner or civil partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates.
- c) the policyholder's children and parents, normally resident in the home.

Your Insurers

Administered by Arc Legal Assistance Ltd (305958) and underwritten by AmTrust Europe Limited (202189). Both are registered in the UK and authorised and regulated by the Financial Conduct Authority.

Legal Proceedings

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

Payment Card

Bank, charge, cheque, credit, debit, and cash dispenser cards.

Period of Insurance

The period of insurance shown in the schedule.

Policyholder, You, Your

The person who has paid the premium and is named in the schedule as the policyholder.

Professional Fees

Legal and accountant 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

Scheme Administrators

Motorists Insurance Services Ltd, Beechwood House, 37 Comber Road, Dundonald BT16 2AA.

Standard Professional Fees

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

Territorial Limits

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales).

Time of Occurrence

- Civil Cases - when the event occurred or commenced whichever is the earlier.
- Criminal Cases - when you or an insured person commenced or is alleged to have commenced to violate the criminal law in question.

We, Us, Our

Arc Legal Assistance Ltd and AmTrust Europe Limited.

COVER

You have paid the premium and supplied to **us** a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

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

INSURED EVENTS

Section 1 Personal Injury

<i>What is Covered?</i>	<i>What is Excluded?</i>
<p>Pursuing a civil claim for damages in respect of the injury or death of an insured person caused by negligence.</p>	<p>Excluding:</p> <ol style="list-style-type: none"> 1. any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products). 2. any claim arising from a stress or psychological related condition. 3. any claim relating to the extended use of artificial tanning equipment. 4. a claim falling within the Small Claims Track limits.

Section 2 Consumer Disputes

<i>What is Covered?</i>	<i>What is Excluded?</i>
<p>Pursuing or defending claims arising out of a contract entered into by or on behalf of an insured person for:</p> <ol style="list-style-type: none"> 1. obtaining services. 2. the purchase, hire, hire-purchase or sale of any personal goods. <p>Claims within Small Claims Court Limits Advice and guidance will be provided to assist with the processing of any claim</p> <p>Claims above Small Claims Court Limits The payment of professional fees incurred by the appointed representative appointed by Us</p>	<p>Excluding:</p> <ol style="list-style-type: none"> 1. any contract entered into by an insured person in connection with a profession, business or trade other than for their contract for full-time employment, but only if employment disputes are covered by this policy. 2. any contract where the dispute arises within the first 90 days of the first period of insurance. 3. any contract under which a sum of money was due and payable more than 180 days before the claim was reported. 4. any contract relating to any work carried out, in, on or for the benefit of land or buildings other than the home. 5. any contract of insurance in so far as the dispute is solely in respect of the sum of money or other compensation payable under such contract. 6. any incidents which occur as a result of defective products, goods or services. 7. any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings. 8. any dispute with local or government authorities.

Section 3 Home Rights

<i>What is Covered?</i>	<i>What is Excluded?</i>
<p>The pursuit of civil claims:</p> <ol style="list-style-type: none"> loss or damage to: <ol style="list-style-type: none"> goods in the home owned by or for which an insured person is responsible, or the home. an alleged infringement of rights appertaining to the home. 	<p>Excluding:</p> <ol style="list-style-type: none"> any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings. disputes with local or government authorities. disputes involving leased or rented property, or in respect of or arising out of any tenancy agreement. compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or damage to, any property. actual, planned or proposed construction, closure, adoption or repair of roads or bridges, or the actual, planned or proposed construction, demolition or adaptation of buildings, housing or other works. a dispute arising within the first 90 days of the first period of insurance. claims relating to material damage covered by another relevant insurance policy. mining subsidence.

Section 4 Taxation

<i>What is Covered?</i>	<i>What is Excluded?</i>
<p>Professional fees arising from or relating to an in-depth HM revenue & Customs investigation of an insured person's personal tax affairs.</p>	<p>Excluding professional fees arising:</p> <ol style="list-style-type: none"> where the investigation or enquiry had commenced before the first period of insurance or the insured person should have realised that a claim might occur. from investigation or enquiry by or transfer to the Special Compliance Office. as a result of a false or misleading statement or representation to the HM Revenue & Customs. from deficiencies in books, records, accounts or returns including the costs or preparing a return. from any claim involving criminal proceedings, alleged fraudulent evasion of tax, mis-statement with the intent to deceive, tax avoidance schemes.

GENERAL POLICY EXCLUSIONS

This insurance does not cover:

1. **Professional fees** incurred:
 - a) in respect of any **event** 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 professional**.
 - e) where **you** are responsible for anything which in **our** reasonable opinion prejudices **your** case.
 - f) if **you** withdraw instructions from the **authorised professional**, fail to respond to the **authorised professional**, withdraw from the **legal proceedings** or the **authorised professional** refuses to continue to act for **you**.
 - g) in respect of the amount in excess of **our standard professional fees** where **you** have elected to use an **authorised professional** of **your** own choice.
 - h) 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.
2. 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.
3. claims which are conducted by **you** in a manner different from the advice or proper instructions of **us** or those of the **authorised professional**.
4. 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.
5. 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.
6. damages, fines or other penalties **you** are ordered to pay by a court, tribunal or arbitrator.
7. claims arising from an event occasioned by **your** deliberate act, omission or misrepresentation.
8. claims arising from:
 - a) ionising radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) any radioactive, toxic, explosive, or other hazardous properties of any nuclear assembly or component thereof.
 - c) war terrorism or any like or any associated risk.
 - d) seepage pollution or contamination of any kind.
 - e) pressure waves caused by aircraft or other aerial devices.
9. any dispute relating to written or verbal remarks which damage **your** reputation.
10. any **professional fees** relating to your alleged dishonesty, criminal act, or violent behaviour.
11. **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.
12. **legal proceedings** outside the United Kingdom and proceedings in constitutional, international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.

13. a dispute which relates to any compensation or amount payable under a contract of insurance.
14. a dispute with **us** not dealt with under the arbitration condition.
15. any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off, intellectual property, trade secrets or confidential information.
16. an application for judicial review.
17. any dispute or prosecution involving a motor vehicle unless the dispute relates to a personal injury claim.
18. any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products).
19. any claim arising from a stress or psychological related condition.
20. disputes between an **insured person** and their family or a matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with an **insured person's** professional advisors.
21. a claim falling within the Small Claims Track limits (other than as detailed in Section 2).
22. any matter arising from or relating to any business or trading activity or venture for gain undertaken by an **insured person** including but not limited to any personal guarantee and investment in unlisted companies.
23. **legal proceedings** between an **insured person** and a central or local government authority.
 - a) unless an **insured person** has suffered or could suffer pecuniary loss if the **legal proceedings** are not pursued or defended; or
 - b) concerning the imposition of statutory charges.
24. any matter in respect of which an **insured person** is entitled to legal aid.
25. any **professional fees** incurred in defending or pursuing new areas of law or test cases.
26. any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products.
27. For claims made by or against the authorised insurer, MIS, the adviser or broker.
28. If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **we** will only pay our share of the claim even if the other insurer refuses the claim

POLICY 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 not enter into dialogue or correspond with anyone other than **you** (or with **your** agreement an **insured person**) or **your** or the **insured person's** personal representatives (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

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 and **you** have paid the excess.

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** own 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 professional** 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 professional** whose name and address **you** must submit to **us**. In selecting **your authorised professional** **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 policy conditions.

Where **you** have elected to use **your** own nominated **authorised professional** **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 professional** evidence, documents and information of all material developments and

shall attend upon the **authorised professional** 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 professional** 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 professional** which may be required for this purpose. **You** or **your authorised professional** 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 professional** or by either of **you** to any court, witness, expert, 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.

Fraud

The information **you** have provided regarding the incident is to the best of **your** knowledge and belief and **you** have not withheld any material fact concerning the incident.

AmTrust Europe Limited Privacy and Data Protection Notice

1. Data Protection
Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit www.arclegal.co.uk
2. How **We** Use **Your** Personal Data and Who **We** Share it With
We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.
3. Sensitive Personal Data
Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

4. Disclosure of **Your** Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. International Transfers of Data

The personal data that **We** collect from **You** may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **We** transfer **Your** personal data outside of the UK and EEA, **We** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

6. Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

7. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

A copy of this Insurer's privacy policy is available to view at:
<https://amtrustfinancial.com/underwriters/amtrust-europe-1>

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**.

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, the Isle of Man, the Channel Islands and under European Law where applied in the United Kingdom.

Arbitration

Any dispute between **you** and **us** will be governed by the laws of England and Wales and

shall be referred to a single arbitrator, who shall either be a solicitor on whom **we** both agree, or if **we** cannot agree, one who is nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions.

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.

Helpline Service

The legal and tax helpline service provides advice on any legal problem affecting the **policyholder**.

All potential claims must be reported initially to the appropriate claims helpline service for advice and support.

Legal Claims Notification and Advice Helpline Service - 028 90 484484
Tax Helpline Service - 01455 852034

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

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.

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:

Hughes Insurance,
Strangford House, 4 Jubilee Road, Newtownards BT23 4WN

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 Managing Director, Arc Legal Assistance Limited,
The Gatehouse Lodge Park, Lodge Lane, Colchester, Essex, CO4 5NE

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
Website: <http://www.financial-ombudsman.org.uk/>

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 can be obtained from the FSCS.

Authorisation

This policy is administered by Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register

or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.

mobile assistance



We are delighted to offer you the latest innovations in Claims Management, Legal Expenses and Breakdown Recovery Services.

- Collect important accident information including photographs at the scene
- Use the GPS functionality to pinpoint your accident location and direct emergency services
- Call our Breakdown Recovery Service at the touch of a button
- Send your details directly to MIS to receive a call back and let our expert Claims Handlers take the stress out of your claim

Download our free app now by going to the App Store icon on your mobile device and search 'MIS Claims' or go to www.misclaims.eu

M.I.S.
Claims