

## MOTOR UNINSURED LOSS RECOVERY POLICY

**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.**

### **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 the Republic of Ireland or the UK.

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

## 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 the 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 endorsable 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 fulfillment 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 policy.

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. PIAB Representation**

In the event that you are making a Personal Injury claim we will take over and conduct in your name the representation, pursuit, prosecution, counterclaim or settlement of any claim under the terms and conditions of the Personal Injuries Assessment Board. To assist in this regard we will pay the initial €50 administration fee. Any medical fees will be payable by you, however, on the successful settlement of your claim you will be reimbursed a sum of €150 by the Respondent. If required, we will appoint a Solicitor at our absolute discretion, and such appointment shall be in your name and on your behalf.

### **4. Legal Representative**

If prior to the notification of your claim, legal assistance has been sought, we will not be bound by any costs before our written acceptance of your claim. Furthermore, in all circumstances where a non-panel solicitor is being utilised we must be notified on every aspect of the claim and your Legal Representative must fully cooperate with us and seek our authority before any outlays are incurred.

### **5. 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.

### **6. 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.

### **7. 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.

### **8. Costs of Agreements**

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

## 9. 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.

## 10. 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, cycling or passenger in a private or public service vehicle.

arising from any road accident in Europe, the said accident resulting of the fault of an identified person or persons driving a motor vehicle not being **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

1. 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 Injury 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 advise 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 Motor 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.

## 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 competent repairer or to your own garage, if closer.

Roadside Assistance Help Line 01 8044328

## 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.

## 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.
- Or**
- Overnight accommodation 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 €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. 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, willful and deliberate act committed by the Insured.
4. Any incidents involving petrol shortages or lost keys.
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. All vehicles must have a valid NCT certificate.
4. 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.

## CUSTOMER PROTECTION

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**

If the matter remains unresolved, you should write to the Coverholder of the scheme

**Managing Director  
Legal Insurance Management Ltd  
Regent House  
56 Hagley Road  
Stourbridge  
West Midlands  
DY8 1QD**

If the matter still remains unresolved thereafter, you can then write to the Insurers whose details are shown on the policy schedule

If it is not possible to reach an agreement, you may have the write to make an appeal to the Financial Ombudsman Services at:-

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