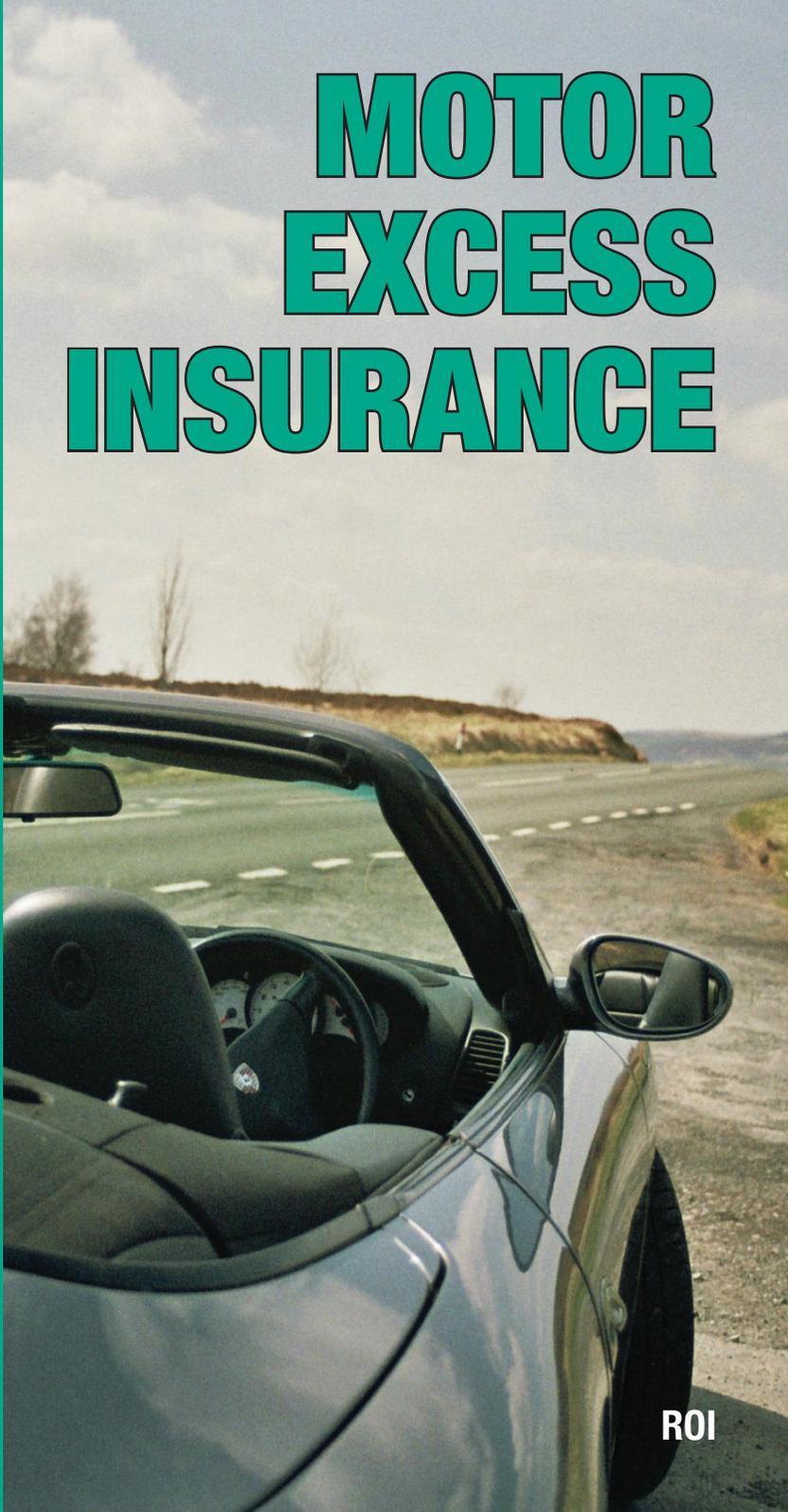


MOTOR EXCESS INSURANCE

**BE SURE...
BE INSURED
WITH MIS**

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misclaims.
eu**

ROI



MIS MOTOR EXCESS INSURANCE PROVIDING PEACE OF MIND MOTORING



The MIS Motor Excess insurance contract has been specifically designed to reimburse any excess paid by you under your motor insurance following the successful settlement of any valid insurance claim in any one period of insurance.

Claims must be processed in accordance with the procedures outlined in this policy.

We would ask you to read your policy and the details contained on your policy schedule carefully to ensure you fully understand each element of the cover provided and the terms and conditions that apply. If you have any questions regarding your policy or the cover it provides, please contact the Agent who sold you the contract or alternatively contact MIS directly on 048 90 410222.

CONTRACT OF INSURANCE

This insurance is arranged by Motorists Insurance Services Ltd and underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

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

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check our details on the Financial Services Register <https://register.fca.org.uk/>.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Great Lakes Insurance SE is regulated by the Central Bank of Ireland (C34050) for the Conduct of Business Rules.

The laws of Republic of Ireland apply to customers in that jurisdiction. Great Lakes Insurance SE must comply with the Consumer Protection Code 2012 which offers protection for customers. This code can be found on the Central Bank web site; www.centralbank.ie

DEFINITIONS

The words and expressions detailed below have the following meaning wherever they appear in this policy with a capital letter.

Administrator

Motorists Insurance Services Ltd are responsible for the registration of your policy details and the processing of claims.

Computer Virus

Means a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether

these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Direct Loss

We will not pay for any losses that are not directly associated with the incident that caused you to claim, unless expressly stated in this Policy.

Electronic Data

Mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

Excess

Means the amount you must pay under the terms of your Motor Insurance Policy in respect of any motor claim as the first amount of that claim.

Insured Persons

Means you and any named drivers who are permitted to drive your Motor Vehicle under the terms of your Motor Insurance Policy.

Limit of Liability

Means the maximum amount the Insurer will pay for any one claim under this insurance during the Period of Insurance under your Motor Insurance Policy. The policy is restricted to one claim per period of Insurance.

Motor Insurance

Means the Motor Insurance Policy which provides Insurance for your Motor Vehicle.

Period of Insurance

Means the period not exceeding Twelve months from the effective renewal date of your Motor Insurance.

Policy

Means this Policy of Insurance on the terms and subject to the conditions, limitations and exclusions set out in this document.

Settled Motor Claim

Means a Motor Claim which is accepted and settled (in whole or part) by your Motor Insurer.

Territorial Limits

Means the Republic of Ireland.

The Insurer / We / Us / Our

UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

Vehicle

Means any Motor Vehicle including motor cycles up to a gross laden weight of 7.5 tonnes

COVER PROVIDED BY YOUR MOTOR EXCESS INSURANCE POLICY

Subject to payment of the premium, the Insurer will reimburse any Excess paid by you under your Motor Insurance following the successful settlement of any valid insurance claim in any one Period of Insurance and provided the total amount payable under any claim on the Motor Insurance exceeds the value of the Excess and that the incident leading to that claim under the Motor Insurance occurred during the Period of Insurance.

COVER LEVELS AVAILABLE

PLATINUM	Upper claim limit of €1500
GOLD	Upper claim limit of €750
SILVER	Upper claim limit of €500
BRONZE	Upper claim limit of €350

Please check your Insurance schedule for the cover provider. The **Limit of liability** payable under this policy is detailed in your policy schedule. The policy is restricted to one claim per period of Insurance.

GENERAL CONDITIONS

1. Your responsibilities

- a) You must have completed a Motor Insurance proposal form or accepted Your Motor Insurance renewal, prior to the initial Period of Insurance.
- b) All Insured Persons must
 - i. Observe the terms, conditions and exclusions of this Insurance and Your Motor Insurance
 - ii. Take all reasonable steps to try to prevent any incident that may give rise to a claim
 - iii. Maintain all property and take all reasonable steps to minimise the amount payable under the Motor Insurance
 - iv. Report any claim caused by any criminal action to the police within 24 hours
- c) Insured Persons will be entitled to cover under this Insurance only if the circumstances, which You have confirmed to exist in Your application remain applicable. If during the Period of Insurance these circumstances change, You must immediately notify Us. In such event the Insurer reserves the right
 - i. To charge an additional premium to continue cover; or
 - ii. To cancel this insurance.

2. Fraud

You must not act in a fraudulent way. If You or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether We accept Your proposal, Your renewal, or any adjustment to Your policy;
- fails to reveal or hides a fact likely to influence the cover We provide;
- makes a statement to Us or anyone acting on Our behalf, knowing the statement to be false;
- sends Us or anyone acting on Our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage You caused deliberately or with Your knowledge; or
- If Your claim is in any way dishonest or exaggerated,

We will not pay any benefit under this policy or return any premium to You and We may cancel Your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against You and inform the appropriate authorities.

3. Reporting a claim

You must notify the Administrator immediately, on the Emergency Helpline number 048 90 410222, of any circumstance which may give rise to a claim under this insurance and/or Your Motor Insurance. We may be able to offer advice and support in matters relating to any claim and may refer You to one of Our specialist teams or advisors.

4. Recoveries

The Insurer reserves the right to take legal proceedings in Your name, at their own expense and for their own benefit, to recover any costs or damages they made under this insurance from anyone else. If any Insured Person recovers any costs or damages previously paid under this Insurance from any other party, such costs or damages must be immediately repaid to Us.

5. Arbitration/Mediation

A dispute between You and us may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who You and We agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against you, they are not covered under this policy. This arbitration condition does not affect Your rights to take separate legal action.

If a disputed claim is not referred to arbitration within 12 months of Your claim being turned down, We will treat the claim as abandoned.

6. Assignment

This Insurance is between and binding upon the Insurer and You and their/Your respective successors in title, but this Insurance may not otherwise be assigned by You

without the Insurer's prior written consent.

7. Waiver

If the Insurer or any Insured Person fails to exercise or enforce any rights at any subsequent time.

8. Governing law

This Insurance is governed by Irish law.

9. Third party rights

Unless expressly stated in this insurance, nothing in this insurance will create any right in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999. This condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.

10. Cancellation Rights

If You decide that for any reason, this policy does not meet Your insurance needs then please return it to the administrator/Your agent within 14 days from the day of purchase or the day on which You receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, Your administrator / agent will then refund Your premium in full.

Thereafter You may cancel the insurance cover at any time by informing the Administrator however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to You at Your last known address. Valid reasons may include but are not limited to:

- a) Where We reasonably suspect fraud.
- b) Non-payment of premium.
- c) Threatening and abusive behaviour.
- d) Non-compliance with policy terms and conditions.
- e) You have not taken reasonable care to provide accurate and complete answers to the questions Your agent asked.

If We cancel the policy and/or any additional covers You will receive a refund of any premiums You have paid for the cancelled cover, less a proportionate deduction for the time We have provided cover.

Where Our investigations provide evidence of fraud or misrepresentation, We may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when You provided Us with incomplete or inaccurate information. This may result in Your policy being cancelled from the date You originally took it out and We will be entitled to keep the premium.

If Your policy is cancelled because of fraud or misrepresentation, this may affect Your eligibility for insurance with Us, as well as other insurers, in the future.

11. Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or You can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.

12. Data Protection

Please note that any information provided to Us will be processed by Us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area. All countries in the European Economic Area, which includes the UK, have similar standards of legal protection for Your personal information. If We share Your information outside the European Economic Area We will require Your personal information to be protected to at least UK standards.

Any personal information provided by You may be held by the Insurer in relation to Your insurance cover. It may be used by Our relevant staff in making a decision concerning Your insurance and for the purposes of servicing Your cover and administering claims. Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. We may obtain information about You from credit reference agencies, fraud prevention agencies and others to check Your credit status and identity. The agencies will record Our enquiries; which may be seen by other companies who make their own credit enquiries. We will check Your details with fraud prevention agencies. If you provide false or inaccurate information and We suspect fraud, We will record this.

We and other organisations may use these records to:

- i. Help make decisions on insurance proposals and insurance claims, for You and members of Your household
- ii. Trace debtors, recover debt, prevent fraud, and manage Your insurance policies
- iii. Check Your identity to prevent money laundering, unless You furnish Us with satisfactory proof of identity.

This may involve the transfer of Your information to countries which do not have Data Protection laws.

Under Data Protection legislation, You can ask Us in writing for a copy of certain personal records held about You. A charge will be made for this service.

13. Your Responsibility

You must take reasonable care to:

- supply accurate and complete answers to all the questions Your agent may ask as part of Your application for cover under the policy

- to make sure that all information supplied as part of Your application for cover is true and correct
- tell Your agent of any changes to the answers You have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions Your agent asks when You take out, make changes to and renew Your policy. If any information You provide is not accurate and complete, this may mean Your policy is invalid and that it does not operate in the event of a claim or We may not pay any claim in full.

If You become aware that information You have given Your agent is inaccurate or has changed, You must inform Your agent as soon as possible.

14. Insurance Act 1936 (or future amendments thereto)

All monies which become or may become payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the republic of Ireland.

15. Finance Act 1990 (or future amendments thereto)

The appropriate stamp duty has been paid or shall be paid in accordance with the provision of Section 5 of the Stamp Duties Consolidation Act 1999.

EXCLUSIONS

This policy does not cover or apply to:

1. Any Excess in respect of any claim under your Motor Insurance Policy solely in respect of glass repair or replacement.
2. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
3. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
4. Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
5. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
6. Any Excess in respect of any claim under your Motor Insurance Policy that your Motor Insurance declines or any case where no claim is brought under your Motor Insurance Policy because the value of such claim would not exceed the Excess payable by you under your Motor Insurance Policy.
7. Any Excess in respect of any claim which occurred prior to the commencement of this

Policy as shown on your schedule.

8. Any Excess in respect of any claim reported to us more than 14 days after settlement of the claim under your Motor Insurance Policy.
9. Any Excess in respect of any claim which has been reimbursed by any third party or is in the process of a legal expenses claim for Your uninsured losses.

COMPLAINTS PROCEDURES

It is the 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 Complaints Procedure below:

Complaints regarding

SALE OF THE POLICY

Please contact your agent who arranged the Insurance on your behalf.

If your complaint about the sale of your policy cannot be resolved by the end of the third working day, your agent will pass it to:

**Customer Relations Department, UK General Insurance Limited,
Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds LS10 1RJ
Tel: 0345 218 2685 Email: customerrelations@ukgeneral.co.uk**

CLAIMS

**Managing Director, MIS Claims,
Beechwood House, 37 Comber Road, Dundonald, N Ireland BT16 2AA
Tel: 048 9041 0220 Email: complaints@misclaims.com**

In all correspondence please state that your insurance is provided by UK General Insurance Limited and quote scheme reference 06213.

If your complaint about your claim cannot be resolved by the end of the third working day, MIS Claims will pass it to:

**Customer Relations Department, UK General Insurance Limited,
Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds LS10 1RJ
Tel: 0345 218 2685 Email: customerrelations@ukgeneral.co.uk**

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:

**The Financial Services Ombudsman Bureau,
3rd Floor, Lincoln House, Lincoln Place, Dublin 2
Local: 1890 882090 Tel: +353 1 6620899 Fax: +353 1 6620890, or**

Email: enquiries@financialombudsman.ie Website: www.financialombudsman.ie

and/or

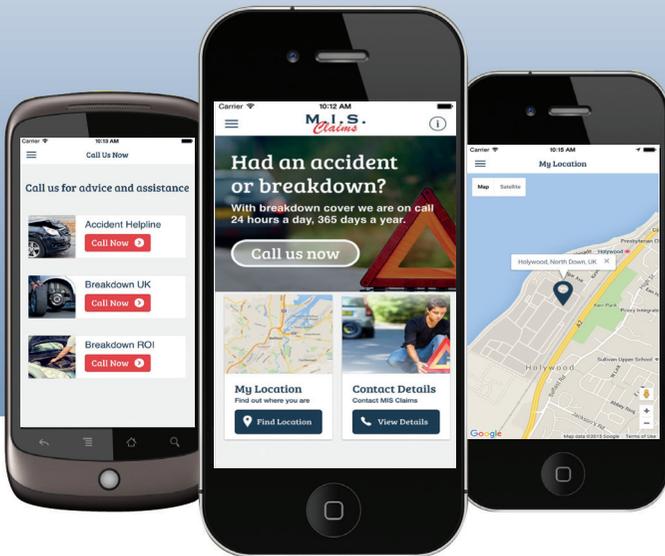
Insurance Information Service, Insurance Ireland, 39 Molesworth Street, Dublin 2

Tel: +353 1 6761914 Fax: +353 1 6761943, or

Email: iis@iif.ie Website: www.iif.ie

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

mobile assistance



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

- Use the GPS functionality to pinpoint your accident location and direct emergency services
- Call our Breakdown Recovery Service at the touch of a button

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