

# COMBINED GAP INSURANCE



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

**www.  
misclaims.  
eu**

April 2018

**ROI**

# COMBINATION GAP CONTRACT OF INSURANCE

This insurance is arranged by XXXXXXXXX & underwritten by UK General Insurance Limited 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.

This insurance relates only to those sections of the policy which are shown in the Policy Schedule as being included.

## 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.

### Claims Administrator

Motorists Insurance Services Ltd have been appointed by The Insurer to handle claims on their behalf. Their address is Beechwood House, 37 Comber Road, Dundonald, N. Ireland, BT16 2AA.

### 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.

### Early Settlement Figure

The balance payable to the Financier at the date of the Total Loss under the terms of the finance agreement but excluding any of the following:

***ROI GAP 2***

Any amount carried over from a previous finance agreement, credit protection insurance, credit facility fee, title discharge fee, documentation fee, additional interest charges, arrears and any other financed amount not related specifically to the Insured Vehicle.

### **Financier**

Any Irish based finance company or lender with whom You have a finance agreement.

### **The Car Sales Guide**

Is a monthly trade publication recognised and used extensively throughout the motor vehicle industry to value used vehicles.

### **Comprehensive Insurance Settlement**

The amount You receive under Your Comprehensive Motor Insurance Policy in respect of the insured Vehicle as a result of a Total Loss, or the Market Value of the insured Vehicle by reference to the Car Sales Guide retail value at the date of loss, whichever is the greater.

### **Insured / You / Your**

The person who purchased the Vehicle forming the subject matter of this policy.

### **Limit of Liability**

The maximum amount that can be claimed under this policy as stated on the Policy Schedule.

### **Market Value**

The Market Value of the insured Vehicle will be determined by reference to The Car Sales Guide.

### **Motor Insurance Policy**

A policy providing Comprehensive Motor Insurance in respect of the Vehicle which is effected and kept in force or replaced by a similar Comprehensive Motor Insurance Policy for the duration of the Period of Insurance.

### **Motor Insurer**

An authorised Irish insurance company that issued a comprehensive Motor Insurance Policy covering Your Vehicle.

### **Net Invoice Selling Price**

Is the purchase price of the Vehicle (including factory fitted accessories) including any discount given, but excluding any warranty, new vehicle registration fee, any insurance

premiums, road fund licence, fuel and paintwork protection applications, any arrears or negative equity transferred from a previous agreement.

### Period of Insurance

The term of cover shall not exceed 36 months from the start date of Your policy. Details regarding the duration of Your policy can be found on Your Policy Schedule (extends to 48 months for return to finance cover only).

### Policy Schedule

Confirmation of cover confirming details of the Vehicle insured, Period of Insurance, type of policy selected and the Limit of Liability.

### Proposal

Any information provided by the Insured or on their behalf. In consideration of the Insured having completed an application and the required premium being paid to the Administrator Motorists Insurance Services Ltd, the Insurer agrees to indemnify the Insured up to the Limit of Liability detailed on the Policy Schedule, subject always to the definitions, conditions, exclusions and periods contained herein.

### Territorial Limits

The Republic of Ireland and Member Countries of the European Union for a maximum of 90 days in any 12 months of cover, providing the cover provided by Your Motor Insurer is an equivalent level of cover as You would have enjoyed in the Republic of Ireland (ROI).

### The Insurer / We / Us / Our

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

### Total Loss

Where an Insured person has claimed under their Motor Insurance Policy and the claim has been settled, with the Vehicle being surrendered to the Motor Insurer or otherwise, and a Total Loss payment made.

### Vehicle

Any Vehicle registered and principally used in the ROI, having a maximum purchase price up to €120,000 (including factory fitted accessories), which is less than eight years old and has covered less than 120,000 km on the date of purchase of your policy. This applies to private cars and small commercial vehicles up to 3.5 tonnes.

The value of a non-ROI sourced vehicle will at the discretion of The Insurer be based on the original Net Invoice Selling Price of a ROI equivalent vehicle provided by a manufacturer or manufacturer's agent in the ROI and specified for use in the ROI. The value will be used to determine the difference between the original Vehicle purchase price

and the value at the time of the loss.

## COVER PROVIDED BY YOUR INVOICE GAP INSURANCE POLICY

If within the **Period of Insurance** an incident occurs which results in the insured **Vehicle** being classed as a Total Loss by the Motor Insurer, **We** will in consideration of the payment of the premium:

In months 0-36

- a) pay the difference between the **Comprehensive Insurance Settlement** and the purchase price of the **Insured Vehicle** as confirmed by the **Net Invoice Selling Price**; or
- b) if greater, the amount of Your finance agreement **Early Settlement Figure**.

Where **You** have purchased **Your Vehicle** using a finance agreement we have arranged additional cover at no extra cost for months 37-48.

In months 37-48 **we** will pay the difference between the **Comprehensive Insurance Settlement** and the amount of Your finance agreement **Early Settlement Figure**.

The maximum Vehicle price shall not exceed €120,000.

Note: If the Net Invoice Selling Price of the Vehicle exceeds the Car Sales Guide retail value, The Insurer reserves the right to adjust the claimed amount to reflect the actual Market Value of the Vehicle at the time of purchase. Any adjustment applicable will be deducted from the payment made under Your policy.

## INSURANCE PROVIDED

If a Total Loss occurs within the Period of Insurance, the maximum amount that The Insurer will pay in respect of any one claim shall not exceed the Limit of Liability specified on the Policy Schedule (including VAT), subject to the Total Loss occurring within the Territorial Limits during the Period of Insurance and providing the Motor Insurer has made a full and final settlement.

## TERMINATION

The insurance provided hereunder will automatically terminate on the occurrence of one of the following:

- a) The natural expiry date of the policy.
- b) Payment of a claim under the policy.
- c) The date on which the Insured shall sell or otherwise dispose of the Vehicle.
- d) The date Your policy is cancelled.

## CANCELLATION

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.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 day's 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.

Thereafter, You may cancel Your policy in writing at any time and receive a pro rata refund of Your premium based on the number of whole months remaining subject to the deduction of an Insurer administration fee of €50. Requests for cancellation should be made in writing to the Administrator.

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** administrator / **Your** agent asks.

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 **Your** administrator / **Your** agent 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.

## EXCLUSIONS

**This insurance does not cover:**

- a) In respect of any Total Loss which is not subject of an indemnity under the accidental damage, fire or theft section of the Motor Insurance Policy or which occurs while the Vehicle is being driven or used by a person not covered under the Motor Insurance Policy. Vehicles used in any sort of competitions or rallies, used for hire or reward, driving tuition, taxis, racing, pace making, speed testing or reliability trials. Vehicles not listed in the Car Sales Guide, kit cars, invalid carriages, Vehicles used solely for delivery or courier purposes and commercial vehicles of more than 3500kg gross weight. All American, Australian and Canadian vehicles (unless built for the Republic of Ireland market).
- b) In respect of any Total Loss arising during (unless it be proved by the Insured that the loss or damage was not occasioned thereby) or in consequence of war, riot or civil commotion in the Republic of Ireland and Member Countries of the European Union.
- c) In respect of any Total Loss by an accident when the driver of the Vehicle is intoxicated by alcohol or under the influence of drugs not prescribed by a registered medical practitioner or drugs prescribed by a registered medical practitioner where a

- warning against driving has been given.
- d) Any liability in connection with the use or ownership of the Vehicle.
  - e) In respect of any claim whatsoever in the event that the driver of the Vehicle at the time of the incident giving rise to a claim hereunder was driving illegally.
  - f) Any Vehicle, which is not covered by a Motor Insurance Policy for the full duration of the Period of Insurance.
  - g) Any Vehicle, which is left unattended unless all security devices and immobiliser are activated and are in full working order (in addition all doors must be locked and keys removed from the Vehicle).
  - h) Any amount advanced in excess of the Market Value of the Vehicle at the time of the purchase.
  - i) If the Insured person takes the option under their Motor Insurance Policy to have the Vehicle replaced New for Old following the agreed Total Loss of the Vehicle covered hereunder (the balance of the cover hereunder will on request be transferred to the replacement Vehicle).
  - j) If any misrepresentation or concealment is made by or on behalf of the Insured person in obtaining this insurance or in support of any claim there under.
  - k) If the Total Loss occurs outside the Republic of Ireland, European Union or any other country for which an International Motor Insurance Card (Green Card) is issued.
  - l) In respect of any excess deducted under the Motor Insurance Policy above €250.
  - m) If either the application details or the premium are not received by The Insurer.
  - n) The VAT element of any claim where the VAT element of the purchase price has been recovered as part of a VAT Return by You or Your company.
  - o) Where the loss occurred before the Period of Insurance.
  - p) Any vehicle over eight years old or showing more than 120,000 km on the date of purchase of your policy.
  - q) Where the Motor Insurer reduces the motor insurance settlement because of Your contributory negligence or due to the condition of the insured Vehicle - the same percentage or amount as deducted by the Motor Insurer.

## SPECIFIC CONDITIONS

### Eligibility Requirements

The insurance hereunder is subject to the Insured being insured under a Motor Insurance Policy, or International Motor Insurance Card (Green Card), effective at the date of Total Loss.

Cover must be purchased within 105 days of taking ownership of the Vehicle.

### Best Endeavours

The Insured shall, prior to the acceptance of any claim hereunder, demonstrate to the satisfaction of The Insurer that they have used their best endeavours to obtain the maximum settlement under their Motor Insurance Policy. If the Insured accepts an offer of settlement from their Motor Insurer of less than the current Market Value of the Vehicle, The Insurer reserves the right to calculate the loss at the current Market Value of the Vehicle according to the Car Sales Guide or a similar publication at the time of the loss.

## 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 **We** ask 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 them as soon as possible.

## GENERAL CONDITIONS

1. Cover is restricted to the confines of the Territorial Limits.
2. Indentification - the Terms and Conditions and Policy Schedule will be read as one contract. A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase, which is not defined, will have its ordinary meaning.
3. **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.
4. Subrogation - The Insurer may at their own expense take such proceedings as they think fit in the name of the Insured to enforce any rights and remedies against or obtain relief or indemnity from other parties to which The Insurer shall be or may become entitled or subrogated under this policy and the Insured shall at the request and expense of The Insurer do such acts and things as may be reasonably required by The Insurer for that purpose.
5. Arbitration Procedure - If The Insurer accepts Your claim but disagrees with the amount due to You, the matter will be passed to a legally appointed arbitrator. When this happens, an award must be made before proceedings can be started against Us.

6. Observance of Policy Terms - it is a condition precedent to Our Liability that You and anyone claiming indemnity has complied with the Terms and Conditions of this policy.
7. Your policy is governed by English Law, unless You and The Insurer have agreed otherwise.
8. Contribution - if at any time of any loss or damage arising under this policy there is another insurance policy covering such loss or damage, The Insurer will not be liable for more than their rateable proportion.
9. Limit of Liability - in the event of a claim payment as a consequence of any insured event The Insurer will deem that full liability has been met under the terms of this policy and the insurance cover will cease.
10. Upon settlement - In no circumstances shall the liability of The Insurer exceed the amount shown in the Policy Schedule.
11. Premium - once the 30 day cooling off period has expired, the premium is refundable only on a pro rata basis, calculated on the number of whole months remaining and subject to the deduction of an Insurer administration fee of €50.
12. Claims - The Insurer shall not be liable for any claim arising directly or indirectly caused by or contributed by or in consequence of a loss listed under the headings "Exclusions" and "General Exclusions".
13. No agent is authorised to alter or amend this policy to waive any conditions or restrictions contained therein, to extend the time for paying a premium, or to bind The Insurer by making any promises or representations or by giving or receiving information. This policy cannot be varied, altered or its contents waived in any respect unless by written agreement endorsed thereon or by the driver attached thereto, and signed by an authorised official of The Insurer.

## CLAIMS CONDITIONS

In the event of any loss or damage, which may give rise to a claim the Insured or their legal personal representative must at their own expense:

- i. Supply all information and assistance, which The Insurer may reasonably require in establishing the amount of any payment under this insurance.
- ii. Notify the Gardai of any loss or damage by theft within 24 hours or as soon as reasonably possible.
- iii. Written notice of the facts on which the claim is based, to be provided to The Administrator within 30 days of the date of the Total Loss.

## GENERAL EXCLUSIONS

The Insurer will not be liable for any claim for:

1. Loss or damage caused by or arising from:
  - i. the intentional act or willful neglect by the Insured,
  - ii. experiments involving the imposition of any abnormal conditions on the Insured Vehicle.
2. Loss of use of the insured Vehicle or Direct Loss of any nature whatsoever.
3. Penalties for delay or detention or in connection with guarantee of performance or efficiency, which is directly or indirectly caused by or is a result of:
  - i. earthquake,
  - ii. 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,
- iii. riot or civil commotion outside the Republic of Ireland or Member Countries of the European Union,
  - iv. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
4. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any Consequential Loss.
  5. 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.
  6. For damage caused by pressure waves of an aircraft or other aerial device traveling at sonic or supersonic speed.
  7. For liability, which attaches by virtue of an agreement but which would not have attached if the agreement did not exist.
  8. Where an insured Vehicle has been used:
    - i. for racing, pace making, speed testing, reliability trials or any off-road use,
    - ii. for the carriage of goods or passengers for hire or reward,
    - iii. as a short-term self drive car,
    - iv. for driving tuition.
  9. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data 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. For the purposes of this Policy, Computer Virus shall mean 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.

## HOW TO CLAIM

In the event of a possible claim under this policy please follow the claims procedure set out below with written notice of the facts on which the claim is based, to be provided to the Administrator within 30 days of the date of the loss. If such notice should not be given within such period or any extension agreed by The Insurer, no payment under this policy will be granted.

## CLAIMS PROCEDURE

Contact MIS Claims immediately in writing at:

Beechwood House, 37 Comber Road, Dundonald, N Ireland, BT16 2AA

or by telephoning 01 872 0179 with the following information:

***ROI GAP 10***

- Your name, address and postcode
- a daytime contact telephone number
- the Policy reference number
- details of the Vehicle

We will then advise You how to proceed with Your claim. Please quote Your policy number in all correspondence. UK General Insurance Ltd. is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

## COMPENSATION SCHEME

UK General Insurance Limited on behalf of 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 it's 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](http://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.

## DATA PROTECTION ACT 1998

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 (EEA). All countries in the EEA, which includes the UK, have similar standards of legal protection for **Your** personal information. If **We** share **Your** information outside the EEA **We** will require **Your** personal information to be protected to at least UK standards.

## CUSTOMER SERVICE / 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 complaints procedure below. Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

Complaints should be addressed to:

MIS Claims,  
Beechwood House,  
37 Comber Road,  
Dundonald, Belfast,  
BT16 2AA.  
Tel: 028 9041 0220  
Email: [claims@misclaims.com](mailto:claims@misclaims.com)

If Your complaint about your claim cannot be resolved by the end of the third working day the Administrator 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  
Email: claims@misclaims.com

In all correspondence please state that Your insurance is provided by UK General Insurance Limited and quote scheme reference 06329.

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 Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR  
Tel: 0300 123 9 123  
Email: complaint.info@financial-ombudsman.org.uk

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.

If **You** have purchased the insurance policy online, **You** may also raise **Your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **Your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **Your** complaint than if you contact the Financial Ombudsman Service directly.

# 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 - 01 872 0179

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

- 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 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:
  1. We consider it unlikely a reasonable settlement of your claim will be obtained, or
  2. 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.

**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 Insurance Services Ltd are an independent company specialising in the provision of legal expenses insurance and claims management services for the motoring populace of Ireland.**

In the event of an accident, vehicular theft or malicious damage, please contact us as soon as possible after the incident.

Call **01 872 0179** and give us a full account of the incident.

Following any accident always stop and exchange the following information:

1. Names and addresses of those involved and also those of any witnesses.
2. The vehicle registration numbers of all vehicles involved.
3. Draw a diagram of the accident scene including the position of the vehicles before and after the accident, the road layout, 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 have to be reported to the police within 24 hours.
4. 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.  
**Tel: 01 872 0179**
5. If you receive any documents or letters concerning the accident, please forward them immediately to this office.
6. 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. This facility can only be made available under the terms of a credit agreement and following the authorisation of one of our claims staff.

## SECTION 1

### 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 UK or the Republic of Ireland.

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

## ADDITIONAL BENEFITS

### Replacement Vehicle Facility

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 which will ease this burden.

### Replacement Car 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 car 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 usage 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 car 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 payment in full by a single payment. Full terms and conditions are available prior to utilising these facilities.

### To Claim Car Hire Benefit

1. 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.
2. It is a condition that, where possible, you provide us with full details of the person responsible for the accident.
3. It is usually only possible to qualify for a 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.
4. To avail of this benefit the accident must have occurred in the United Kingdom or the Republic of Ireland.

## Hire Vehicle Indemnity

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 indemnity 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 indemnify 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 car is hired for a minimum reasonable period of time. Your car must be off the road as a result of the accident. Each case will turn on its own merits, but in general terms you are under a duty to act reasonably in all the circumstances.

## 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 arising from such circumstances.

## DEFINITIONS

This Insurance is arranged by Motorists Insurance Services Ltd with UK General Insurance Limited 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.

UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. 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. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

## Insurer

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

## **Name of Coverholder**

The coverholders on behalf of the insurers are Legal Insurance Management Ltd, 18 Hagley Road, Stourbridge, West Midlands, DYS 1QD. Legal Insurance Management Ltd are authorised and regulated by the Financial Conduct Authority.

## **Scheme Administrators**

The scheme administrators are Motorists Insurance Services Ltd, Beechwood House, 37 Comber Road, Dundonald, BT16 2AA.

## **Car Hire Provider**

The car hire company we authorise.

## **Policyholder / You, Your**

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

## **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 Republic of Ireland and the United Kingdom.

## **Limit of Cover**

Any one insured incident €65,000.

## Period of Insurance

The period of insurance shown in the motor policy booklet.

## 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.

## Time of Occurrence

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

## 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:

1. The death of, or bodily injury to an insured person.
2. Uninsured losses being incurred by an insured person.

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

## Hire Car and Credit Excess Indemnity

The hire costs and credit excess payment incurred under a credit hire agreement where, following a road accident, you are provided with a temporary replacement hire car from a car hire provider agreed by us:

1. In the event that your claim against the party that was responsible for the accident is unsuccessful.
2. Where your claim remains unresolved when you are legally required to pay the costs incurred under the credit hire agreement.

## Subrogation

The insured person agrees that where MIS Ltd makes any payment to the insured person in respect of recoverable uninsured losses, the insured person gives MIS Ltd authority to recover those losses on behalf of the insured person, in MIS Ltd's own name and for MIS Ltd's benefit.

## EXCLUSIONS

This insurance does not cover:

- i. Professional fees incurred:
  - a) In respect of any insured incident 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 representative.
  - e) Where you are responsible for anything which in our reasonable opinion prejudices your case.
  - f) 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 ICH Ltd shall become payable forthwith.
  - g) 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.
  - h) 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.
- ii. 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.
- iii. Claims which are conducted by you in a manner different from the advice or proper instructions of the authorised representatives.
- iv. 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.
- v. 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.
- vi. Damages, fines or other penalties you are ordered to pay by a court tribunal or arbitrator.

- vii. Claims arising from an insured incident arising from your deliberate act, omission or misrepresentation.
- viii. 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 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.
- ix. Any dispute relating to written or verbal remarks which damage your reputation.
- x. Any professional fees relating to your alleged dishonesty, criminal act or violent behaviour.
- xi. 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.
- xii. Legal proceedings outside the Republic of Ireland and proceedings in constitutional international or supranational courts and tribunals including the European Court of Justice and the Commission and Court of Human Rights.
- xiii. A dispute which relates to any compensation or amount payable under a contract of insurance.
- xiv. A dispute with us not dealt with under the arbitration condition.
- xv. Any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property, trade secrets or confidential information.
- xvi. An application for judicial review.
- xvii. Any claim where your motor insurers are entitled to repudiate your motor policy or refuse cover.
- xviii. Any claim where an insured person (not being the policyholder) is driving under a 'driving other cars' extension to their motor insurance policy.
- xix. Claims arising out of the use of an insured vehicle by an insured person for racing, rallies, trials or competitions of any kind.
- xx. Travelling expenses, subsistence allowance or compensation for absence from work in pursuit of an insured person's claim.
- xxi. 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.
- xxii. Any claim arising from a contractual relationship.
- xxiii. The costs of a hire car that we have not, in advance, agreed to pay for in writing.

- xxiv. Claims made by an insured person against any unauthorised passenger in the vehicle.
- xxv. Claims for passengers where there is a conflict of interest between you or the authorised driver and any other passenger(s).

## Hire Car Indemnity Exclusions

Any costs where:

1. You use a car hire provider not approved and agreed by us in writing.
2. You provide incorrect, misleading or fail to provide information relating to the circumstances of the accident.
3. You are unable to provide details of the third party that was involved in the accident.
4. You fail to return the hire car to the car hire provider when requested to do so.
5. These are related to fuel, fares, fines, charges and fees relating to the hire car whilst in your possession.
6. The costs of a hire car that we have not in advance agreed to pay for, or beyond those for which we have given our approval, such as, but not limited to, car upgrades and additional drivers.
7. You decide without our agreement to discontinue your claim, or where you fail to co-operate fully with the appointed representative in recovering your uninsured losses.

## 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 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.

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 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 representative 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 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

1. 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.
2. 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.
3. 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 on to 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.

### **Data Protection**

The data supplied by you will only be used for the purposes of processing your policy of insurance, including underwriting, administration and the handling of any claim which may arise. The data supplied will not be passed to any other parties other than those which we have mentioned herein.

It is important that the data you have supplied is kept up to date. You should therefore notify us promptly of any changes. You are entitled upon the payment of an administration fee to inspect the personal data which we are holding about you. If you wish to make such an inspection you should contact Motorists Insurance Services Ltd, Beechwood House, 37 Comber Road, Dundonald, BT16 2AA.

We may respond to enquiries by the police concerning your policy in the normal course of their investigations. Where it is necessary to administer your policy effectively or to protect your interests, we may disclose data you have supplied to other third parties such as solicitors, loss adjusters, motor garages, engineers, repairers, replacement companies, other insurers etc.

### **Motor Insurers' Bureau Scheme of Ireland**

In the event of compensation being pursued under the Motor Insurers' Bureau Scheme of Ireland (MIBI) we shall not be liable for any costs/outlays over and above the MIBI scale of costs, or any interim payments associated with the pursuit of any claim authorised by Motorists Insurance Services Ltd.

## Injuries Board

Personal Injuries are assessed by the Injuries Board and it is important to note that the Injuries Board 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 case 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 hope you are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet your requirements, please return it to your agent within 14 days of issue and we will refund your premium.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to the insured at his last known address. Provided the premium has been paid in full the insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. A charge may be imposed based upon the usage of any helpline during this period.

## 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 CLAIMS 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 policy shall be governed by Irish Law.

### Territorial Limits

The Republic of Ireland and the United Kingdom.

## COMPLAINTS PROCEDURE

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 complaints procedure below. Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

Complaints should be addressed to:

MIS Claims  
Beechwood House,  
37 Comber Road,  
Dundonald,  
Belfast,  
BT16 2AA.  
Tel: 028 9041 0220  
Email: [claims@misclaims.com](mailto:claims@misclaims.com)

OR

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](mailto:customerrelations@ukgeneral.co.uk)

In all correspondence please state that Your insurance is provided by UK General Insurance Limited and quote scheme reference 05294A.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Services Ombudsman Bureau. You may contact the Financial Services Ombudsman Bureau at:

Financial Services Ombudsman Bureau,  
3rd Floor,  
Lincoln House,  
Lincoln Place,  
Dublin 2

Lo Call 1890 882090  
Tel: +353 1 6620899  
Fax: +353 1 6620890

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





**HOME  
INSURANCE**



**MOTOR EXCESS  
INSURANCE**



**TRAVEL  
INSURANCE**



**CAR HIRE EXCESS  
INSURANCE**



**MOTOR  
BREAKDOWN**



**GAP  
INSURANCE**



**KEY  
INSURANCE**



**GADGET  
INSURANCE**



**BUY TO LET  
INSURANCE**