

BREAKDOWN ASSISTANCE COVER

1. 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 repairer, or to your own garage if closer.

2. 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 repairer, recovery yard, or your home if closer.**

3. PUNCTURES

If you suffer a puncture whilst driving we will assist with the replacement of your wheel, provided you have a suitable replacement available with the vehicle.

4. LOST KEYS

If your keys are lost or locked in the vehicle we will take your car to the nearest secure premises whilst endeavours are made to access the vehicle or obtain alternative keys.

5. PETROL SHORTAGES

In the event your vehicle is immobilised due to a fuel shortage or the wrong fuel is used we will transport your vehicle to the nearest petrol station or garage to remedy the cause.

6. MESSAGE RELAY

We will relay up to two urgent messages to worried friends, relatives or employers following any unforeseen delay.

7. ADDITIONAL RESCUE COVER

If your car cannot be repaired within a reasonable period of time, we will provide **either** of the following additional benefits:

- A replacement vehicle for up to 48 hours **subject to availability**
- Overnight accommodation i.e. the cost of overnight accommodation including breakfast in a local hotel whilst you wait for the repairs to be completed. The incident must have occurred more than 60 miles from your home.

This additional cover extends to the UK and ROI and the maximum we will pay in providing these additional benefits is £175. If you are required to settle a hotel account, please retain the receipt and forward to the Claims Department at MIS Claims on your return. MIS will only be responsible for the cost of the accommodation including breakfast. Any other meals, drinks or other costs will be the responsibility of the client.

These aspects of cover are only provided following a mechanical or electrical breakdown.

Specific Exclusions	Where your motor insurers repudiate your motor policy or refuse cover. Any claims resulting from the vehicle being used for racing, rallies, trials or competitions of any kind. If the claim for theft has not been reported to the police or the vehicle was left insecure or the keys were left in the vehicle. The insured person is aged under 21 or over 70 years of age. Full terms and conditions are within the policy schedule.
Insured Incidents	A fire, malicious damage or road traffic accident that renders the insured vehicle a total loss as determined by your motor insurer. Theft of the insured vehicle which remains unrecovered for 48 hours after the date of occurrence.
10 Day Replacement Vehicle Cover	Under the terms and conditions of this contract we will provide a replacement vehicle for a period of 10 days following an insured event.

COMPLAINTS PROCEDURE

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

It is our intention to provide you with a high level of customer services at all times. If you wish to make a complaint about our services we have a formal complaints procedure. In the first instance you may contact us in writing or by phone. Please address your complaint to:

**The Managing Director
Motorists Insurance Service Ltd
Beechwood House, 37 Comber Road,
Dundonald, Belfast, BT16 2AA**

If the matter remains unresolved, you should write to the Financial Ombudsman Service at:

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

This does not affect your statutory rights.

Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if it 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.



- Motor Claims
- 24 Hour Breakdown Recovery Service incorporating Punctures and Lost Keys
- Guaranteed Replacement Car following an Insured Event
- Uninsured Driver Excess Payments

“GUARANTEE YOUR PEACE OF MIND AND ENJOY YOUR MOTORING”

keyfacts

MOTORISTS INSURANCE
SERVICES LTD MOTOR POLICY

Legal Expenses Cover

This summary does not describe all of the terms and conditions of the policy, so you will need to take time to read the insurance policy wording to make sure that you understand the cover that it provides. All references below to the cover provided are contained within the full policy wording. Please note that a full policy wording is available for your inspection upon request

Name of Insurer

The policy is underwritten by:

Ageas Insurance Limited, Registered in England No. 354568.
Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

The company is authorised and regulated by the Financial Services Authority.

Name of Coverholder

The coverholders on behalf of the insurers are Legal Insurance Management Ltd, 18 Hagley Road, Stourbridge, West Midlands DY8 1QD.

Scheme Administrators

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

Type of Insurance

The policy is designed to cover the cost of professional fees charged by a claims handler, solicitor or accountant following a specific occurrence, provided that cover for that occurrence is detailed within the policy wording and is not specifically excluded within the policy schedule issued. This is a motor legal expenses contract underwritten by UK Underwriting Ltd on behalf of Ageas Insurance Ltd.

Significant Features and Benefits

The policy includes the following features (unless specifically excluded by the policy schedule issued), which are fully explained in detail in the policy wording. The limit of cover provided will be shown on the policy schedule issued.

Section of Cover	Cover Provided	Specific Section Exclusions <small>(Please note that this only shows the significant exclusions and reference should be made to the policy wording for a definitive list)</small>
Uninsured Losses	The recovery of uninsured losses resulting from a road accident in your insured vehicle.	Any claim where: Your motor insurers are entitled to repudiate your policy or refuse cover, or where your vehicle is being driven by somebody else under a 'driving other cars' extension to their motor insurance policy. An insured person does not hold or is disqualified from holding a driving licence. We do not cover: The costs of a hire car not agreed in advance. Claims against passengers or involving conflict of interests between you and the driver or passengers. Vehicles being used for racing, competition and the like, or motorcycles being used on 'Mad Sunday' in the Isle of Man.
Death or Bodily Injury	Professional fees resulting from the death of or bodily injury to an insured person.	The helpline can provide general advice only and cannot assist with complex legal matters which may require the review of documentation and is not intended to replace the services of a solicitor.
Legal Helpline	Free access to legal advice and assistance.	

Significant and Unusual Exclusions or Limitations

The policy will exclude claims where the incident falls outside of the scope of cover provided by the policy wording or where this is subject to a specific exclusion or limitation. Please refer to the policy wording for full details. The most significant or unusual exclusions or limitations are outlined below.

- Other than the excess (first amount of any claim you are required to pay) shown under the relevant section of cover listed above, unless otherwise shown on the policy schedule, no additional excess applies.
- If you can convince us that there are sensible 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 and appoint a specialist of our choice to act on your behalf.
- We may limit the professional fees that we will pay under the policy where we consider it is unlikely a reasonable settlement of the claim will be obtained, or the potential settlement amount of the claim is disproportionate compared with the time and expense incurred in pursuing or defending the 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 the policy.
- If legal proceedings have been agreed by us you may at that 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 the 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 us any costs that you incur are not covered by this insurance.
- 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 the policy. Failure to do so could mean that we decline to pay a claim for your professional fees.
- The jurisdiction and territorial limits of the policy is The United Kingdom and the Republic of Ireland.

Duration of the Contract

The cover provided by the policy is normally for a twelve month period. Where this is altered, it will be clearly shown within the quotation provided and policy schedule subsequently issued.

Cancellation

We wish you to be happy with the cover provided by your policy.

However, you have the right to cancel the policy within 14 days of receiving the policy documents without giving reason. If you choose to cancel, we will refund your premium after first (at our discretion) charging for the cover provided from the date of commencement of the contract until the date of cancellation and any helpline costs incurred.

Claims Address

The person insured by the policy should report immediately (and in accordance with the policy terms and conditions during the period of insurance and no later than 30 days after the occurrence) any incident which may give rise to a claim under the policy. Failure to do so could mean that we decline to pay a claim under the policy. The telephone number for the reporting of a claim is contained within the policy schedule. A claim form will be dispatched for completion by the insured person and returned to the address shown below. If you wish to make a claim in writing, this must be made in person by the insured person seeking cover under the policy issued. Please note that we will not enter into dialogue or correspond with anyone other than the insured person or the insured person's personal representatives (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

Claims Department
Motorists Insurance Services Ltd
Beechwood House
37 Comber Road
Dundonald
BELFAST BT16 2AA
Tel: 028 90 410220

Non-Fault Car Hire Facility

- Provided you have a genuine need for a replacement vehicle we will arrange for you, the policy holder, to hire a vehicle from an approved car hire company on credit. This credit is provided whilst your legal expenses provider pursues a claim on your behalf against the third party.
- 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. Yet again the excess payment is provided on credit whilst MIS pursues a claim on your behalf.