

## 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.

- 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 sensible 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 is 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.

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, and 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.
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 no-fault cases where there is an identifiable third party, we will also provide a replacement vehicle, if required, for a maximum 10 day

period. This facility can only be made available under the terms of a credit agreement and following the authorisation of one of our claims staff.

### **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.

### **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 **£50,000** 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.

## **SPECIAL CAR HIRE FACILITY**

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#### **Additional Car Hire Benefits**

Being without your vehicle is bad enough, but if it is due to someone else's negligence, it can be particularly frustrating. We can now offer you a facility which will ease your burden:-

#### **10 Day Car Hire Facility**

We will arrange for you to be provided with a replacement vehicle anywhere in the United Kingdom for a period of up to 10 days, provided of course, you can show a genuine need for a vehicle. In certain circumstances we may agree to extend the hire period. The normal conditions of law apply.

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 Motorists Insurance Services Limited pursues a claim on your behalf against the third party. This will be done by the appointed panel solicitors.

The credit period extended by the agreement should expire, in any event, fifty weeks from the date of the agreement. At the expiry if the credit period you shall then become liable to pay the hire charges in full by a single payment.

Your Legal Expenses provider adheres to the principals of the Association of British Insurers Car Hire Agreement and most recoveries will be made directly against the third party insurer, without the necessity to employ solicitors.

### **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.

### **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**

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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 indemnity arising from such circumstances.

## **DEFINITIONS**

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#### **Insurer**

UK Underwriting Limited on behalf of:-

Norwich Union Insurance Limited. Registered in England No. 99122. Registered Office: 8 Surrey Street, Norwich NR1 3NG. An Aviva company.

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

Legal Insurance Management Ltd and UK Underwriting Limited are authorised and regulated by the Financial Services Authority.

#### **Name of Coverholder**

The Coverholders on behalf of the Insurers are Legal Insurance Management Ltd, 58 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.

#### **Policyholder / You, Your**

The person or Company who has paid the premium and is named in the Schedule 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 for indemnity against us.

**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 UK and the Republic of Ireland.

**Limit of Indemnity**

Any one Insured Incident **£50,000**.

**Period of Insurance**

The Period of Insurance shown in the Motor Schedule.

**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.

**Schedule**

The document which shows details of you and Your Motor Insurance policy.

**Time of Occurrence**

When the Insured Incident occurred or commenced whichever is the earlier.

**COVER****COVER**

We will indemnify You in accordance with our Standard Professional Fees and where requested by You any other Insured Person up to the Limit of Indemnity subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured 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****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 discretion to investigate incidents which fall outside this definition.

## EXCLUSIONS

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*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.*
- 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 United Kingdom 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 indemnity.*

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. *Traveling 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 authorised 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).*

## CONDITIONS

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#### 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.

### **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 Representatives 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 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.

### **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 handling any claim which may arise. The data supplied will not be passed to any other parties other than those which we have mentioned hereon.

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 garage, engineers, repairers, replacement companies, other insurers etc.

**Motorists Insurance Bureau Scheme**

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

**PIAB**

In the event that you are pursuing a Personal Injury claim as a result of a Road Traffic Accident in the Republic of Ireland, we will take over and conduct in your name, the presentation, 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 euro administration fee, however, this will be repaid to the company when your case is finalised. Any medical fees will be payable by you, however, on the successful settlement of your claim and you will be reimbursed a sum of 150 euro 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. We will not therefore be liable for any legal costs when settlement of your claim can be pursued via mediation with the Personal Injuries Assessment Board.

**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 may cancel the policy at any time by sending 30 days' written notice by recorded delivery post to you and in such event you shall be entitled to a return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.

**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 CLAIM HELPLINE

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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

### LAW

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall Apply.

## 24-HOUR BREAKDOWN AND RECOVERY

Motorists Insurance Services Ltd. provides you with complete peace of mind motoring. In the event that your vehicle is immobilised as a result of electrical or mechanical breakdown or accident (including fire and malicious damage). Your vehicle will be taken to the nearest repairer, secure premises or if nearer, to your home. This service is provided throughout Ireland and the United Kingdom.

## 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

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 **subject to availability**.
- Or

- Overnight accommodation i.e. the cost of overnight accommodation including breakfast in a local Hotel whilst you await 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.

## 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.
4. All vehicles must have a valid MOT Certificate.
5. 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 preceding 28 days.
6. MIS will only be responsible for one assist per incident.

## COMPLAINTS PROCEDURE

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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. In the event you remain dissatisfied and wish to make a complaint, you can do so by contacting the following:

**Head of Claims**  
**UK Underwriting Ltd**  
**2 Gibraltar House**  
**Bowcliffe Road**  
**LEEDS LS10 1RJ**

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This applies if you are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact 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**

Norwich Union Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS. The FSCS can be contacted at 7<sup>th</sup> Floor, Lloyds Chambers, 1 Portoken Street, London E1 8BN, or by telephone or fax (Tel: **020 7892 7300** or Fax: **020 7892 7301**), or by e-mail ([enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)).