# MIS GROUP

## breakdown Plus



- **24 Hour Breakdown Recovery Service incorporating Punctures and Lost Keys**
- **Motor Claims**
- **Replacement Car following an Insured Event**
- **Legal Expenses Insurance**
- **Personal Accident Insurance**

**LET MIS TAKE THE STRAIN**

**It should be noted that neither the FCA or the Central Bank regulate the services provided under the MIS breakdown contract. Full details explaining how to complain regarding the Legal Expenses Service can be found at the back of this booklet.**

# BREAKDOWN ASSISTANCE

## 1. HOME START ASSISTANCE

If your vehicle breaks down, we will send a recovery operator to assist you. Up to one hour's free labour will be provided, in situ, if on the spot repairs can be made to your vehicle.

If your vehicle cannot be repaired in situ, we will arrange to tow it to the nearest competent repairer or to your own garage, if closer.

## 2. ROADSIDE ASSISTANCE

If your vehicle breaks down or is involved in an accident away from your home, we will send a recovery operator 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 arrange to tow it to the nearest competent repairer, recovery yard or your home, if closer.

## 3. PUNCTURES

If your vehicle suffers a puncture whilst driving, we will assist with the replacement of your vehicle's tyre, provided you have a suitable replacement available with the vehicle. If you need to have the flat/punctured tyre repaired or replaced we will refund you €25 towards the cost of this repair or replacement upon receipt of supporting invoice.

## 4. LOCKED / LOST KEYS

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

## 5. FUEL SHORTAGES / MISFUELLING

In the event your vehicle is immobilised due to fuel shortage or misfuelling, we will transport your vehicle to the nearest filling station, charging point or garage to remedy the cause. In addition, to get your vehicle driveable again, we will refund you the cost of 5 litres of fuel upon you supplying a receipt for the cost of same.

## 6. MAINLAND EUROPEAN EMERGENCY COVER - CASH BENEFIT

In the event your vehicle suffers a breakdown incident or is involved in an accident in mainland Europe, recovery will normally be arranged by the local police force at your own expense. We will refund this cost to you up to a maximum of €500 upon you supplying a receipt for same. In addition, under this specific benefit, should you have the emergency requirement to avail of overnight accommodation and/ or temporary replacement self-drive hire vehicle, we shall refund you up to a maximum of €250.00.

## 7. MESSAGE RELAY

We will relay on your behalf up to two urgent messages to worried friends, relatives or employers following any unforeseen delay due to a breakdown incident.

## 8. ADDITIONAL RESCUE COVER

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

- A replacement vehicle for up to 3 calendar days **subject to availability,**

**or**

- Overnight accommodation i.e. the cost of overnight accommodation including breakfast in a local hotel whilst **you** wait for the repairs to **your vehicle** to be completed. The **breakdown incident** must have occurred more than 60 miles / 100 km from **your** home.

This section extends to the United Kingdom and the Republic of Ireland and the maximum **we** will pay in providing these additional benefits is €250 or equivalent. If **you** are required to settle a hotel account, please retain the receipt and forward to MIS Group on **your** return. **We** will only be responsible for the cost of accommodation including breakfast. Any other meals, drinks or other costs will be the responsibility of the customer.

The benefits in this section are only provided following a substantial mechanical or electrical breakdown.

# LEGAL EXPENSES AND FAMILY PERSONAL ACCIDENT 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

This policy is underwritten by AmTrust International Underwriters Dac, registered in Ireland. Company number 169384 is authorised and regulated by Central Bank of Ireland, registered office 6-8 College Green, Dublin 2, Ireland.

## Scheme Administrators

The Scheme Administrators are MIS Underwriting Limited, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2.

## 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.

## 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 indemnity provided will be shown on the policy schedule issued.

## TOTAL LOSS - VEHICULAR THEFT REPLACEMENT CAR FACILITY

Increasingly insurance companies are declaring vehicles a “total loss” following an insured event and unfortunately there is no provision for the supply of a replacement vehicle under their contracts. Furthermore, if your vehicle is stolen and not recovered, you are yet again left without a vehicle until the claim is settled.

In circumstances where your vehicle is declared a total loss, or is stolen and remains unrecovered for a period of 48 hours, we will provide you with a replacement vehicle for 10 days.

## UNINSURED DRIVERS EXCESS PAYMENT

A recent survey highlighted that there were around 2 million people driving without insurance.

In the event that you are involved in a non-fault accident, you will have to pay your excess under your insurance policy and pursue a claim through the Motorists Insurers Bureau of Ireland (MIBI).

Under this section MIS will pay the excess due under the comprehensive policy of motor insurance subject to a maximum payment of €500. This applies when the policyholder has been involved in a road traffic accident and there is an identifiable third party, albeit uninsured. A claim will be processed thereafter under the terms and conditions of the legal expenses element of this contract.

| Section of Cover | Cover Provided | Specific Section Exclusions<br>(Please note that this only shows the significant exclusions and reference should be made to the policy wording for a definitive list) |
|---|---|---|
| **Uninsured Losses** | The recovery of uninsured losses resulting from a road accident in your insured vehicle. | **Any claim where:-**<br>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.<br>An insured person does not hold or is disqualified from holding a driving license.<br>**We do not cover:-**<br>The costs of a hire car not agreed in advance.<br>Claims against passengers or involving conflict of interests between you and the driver or passengers.<br>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. | |
| **Legal Helpline** | Free access to legal advice and assistance. | 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. |

## 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 reasonable 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 as soon as possible 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 Republic of Ireland and the United Kingdom.

## 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.

## Cooling Off Period

**Canceling the policy during the cooling off period -** You may

cancel this cover within 14 consecutive days of the start date of the motor policy as shown in the policy Schedule or within 14 consecutive days of receiving your policy, whichever is the latter, by contacting your issuing broker.

## Claims Address

The person insured by the policy should report immediately 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**
**MIS Underwriting Limited**
**14a Jocelyn Street**
**Dundalk**
**Co Louth**
**A91 XNY2.**
**Tel: 01 872 0179**
**Email: underwriting@misgroup.online**

## 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.

The provision of a replacement vehicle is dependant upon the terms and conditions of the Legal Expenses Policy in Non-Fault Claims and the usage of the Approved Repairer Network in all other Insured Events.

## PERSONAL ACCIDENT INSURANCE POLICY

The Personal Accident Insurance as outlined below is underwritten by AIG Europe S.A., one of the leading personal accident insurers in the world.

In the event that an insured person is involved in an accident whilst:

(a) driving or traveling in an Insured Vehicle or traveling in any motor vehicle licensed to travel in the public roads
(b) riding as a fare paying passenger (but not as a crew member) in any air, rail or sea conveyance licensed to carry passengers for hire.

If you sustain a bodily injury during the time of cover and period of insurance, and within two years of the bodily injury is the only cause of your death, permanent disability, medical expenses or hospitalisation, we will pay you the amount of benefit shown in the table of benefits.

Cover shall not apply to an insured or insured's partner aged 75 and over.

### Table of Benefits

| Benefits | Adults | Children under 18 |
|---|---|---|
| (1) Death | €12,700 | €6,350 |
| (2) Loss of one or more Limbs | €12,700 | €6,350 |
| (3) Loss of sight in one or more eyes | €12,700 | €6,350 |
| (4) Loss of one Limb and sight in one Eye | €12,700 | €6,350 |
| (5) Permanent Total Disablement (from any occupation) | €12,700 | €6,350 |
| (6) Medical Expenses (including emergency dental expenses) | €1,270 | €1,270 |
| (7) Hospitalistation as an inpatient following a motor accident for more than 24 hours - payable for a maximum of 10 weeks | €127 per week | €64 per week |

# COMPLAINTS PROCEDURE

In the event of a complaint arising under this insurance, You should in the first instance write to:-

**The Managing Director,**
**MIS Underwriting Limited,**
**14a Jocelyn Street,**
**Dundalk,**
**Co Louth,**
**A91 XY2.**

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Services and Pensions Ombudsman. This also applies if You are insured in a business capacity but have a group annual turnover of less than €3 million. You may contact the IFinancial Services and Pensions Ombudsman at:

**Financial Services and Pensions Ombudsman**
**Lincoln House,**
**Lincoln Place,**
**Dublin 2,**
**D02 VH29**
**Email: info@fspo.ie web:www.fspo.ie**
**Telephone +353 1 567000**

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local Competition and Consumer Protection Commission or Citizens Information Board

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.

# PERSONAL ACCIDENT COMPLAINTS PROCEDURE

AIG Europe S.A. wants to give you the best possible service. If you feel you have cause for complaint you should contact:

**The Customer Complaints Officer,**
**AIG Europe S.A.,**
**30 North Wall Quay,**
**IFSC,**
**Dublin 1,**
**D01 R8H7**
**Phone: +353 1 208 1400**
**E-mail: customercomplaints.ie@aig.com**
**Website: www.aig.ie/complaints**

We will acknowledge the complaint within 5 business days of receiving it, keep the complainant informed of progress and provide an answer within one month (unless specific circumstances prevents us from doing so, in which case the complainant will be informed).

At any stage you may contact any of the following:

**Insurance Ireland,**
**Insurance Centre,**
**5 Harbourmaster Place,**
**IFSC,**
**Dublin 1,**
**D01 E7E8**
**Phone: +353 1 676 1820 Fax: +353 1 676 1943**
**E-mail: feedback@insuranceireland.eu**
**Website: http://www.insuranceireland.eu**

**Financial Services and Pensions Ombudsman,**
**3rd Floor,**
**Lincoln House,**
**Lincoln Place,**
**Dublin 2,**
**D02 VH29**
**Phone: +353 1 567 7000**
**E-mail: info@fspo.ie**
**Website: www.fspo.ie**

As AIG Europe S.A. is a Luxembourg based insurance company, complainants who are natural persons acting outside of their professional activity may also, in addition to the complaints procedure set out above, if they are not satisfied with AIG's Irish Branch response or in the absence of response after 90 days:

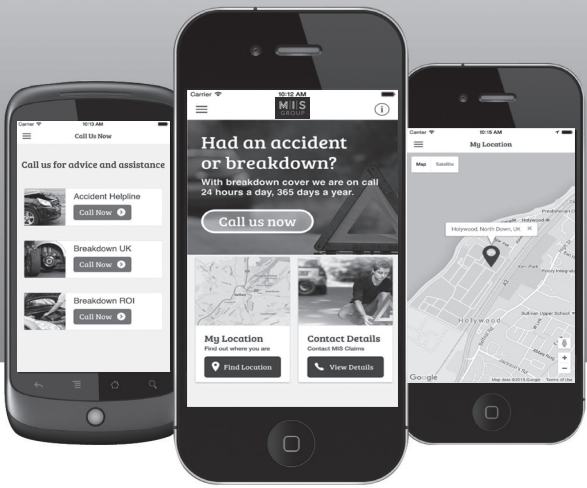
- raise the complaint with our head office by writing to AIG Europe SA "Service Reclamations Niveau Direction" 35D Avenue JF Kennedy L- 1855 Luxembourg - Grand Duché de Luxembourg or by email at aigeurope.luxcomplaints@aig.com ;
- access one of the Luxembourg mediator bodies the contact details of which are available on AIG Europe S.A.'s website: http://www.aig.lu/": or
- lodge a request for an "out of court resolution" process with the Luxembourg Commissariat Aux Assurances (CAA) by writing to CAA, 7 boulevard Joseph II, L-1840 Luxembourg - Grand Duché de Luxembourg or by fax at +352 22 69 10, or by email at reclamation@caa.lu or online through the CAA website: http://www.caa.lu.

All requests to the CAA or to one of the Luxembourg mediator bodies must be filed in Luxembourgish, German, French or English.

If the insurance contract has been concluded online, the complainant may also use the European Commission's platform for Online Dispute Resolution (ODR) using the following link: http://ec.europa.eu/consumers/odr/

Following this complaint procedure or making use of the one of the above options does not affect the complainant's right to take legal action.

# mobile assistance




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

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

Download our free app now by going to the App Store icon on your mobile device and search 'MIS Claims' or go to **www.misclaims.eu**

MIS GROUP