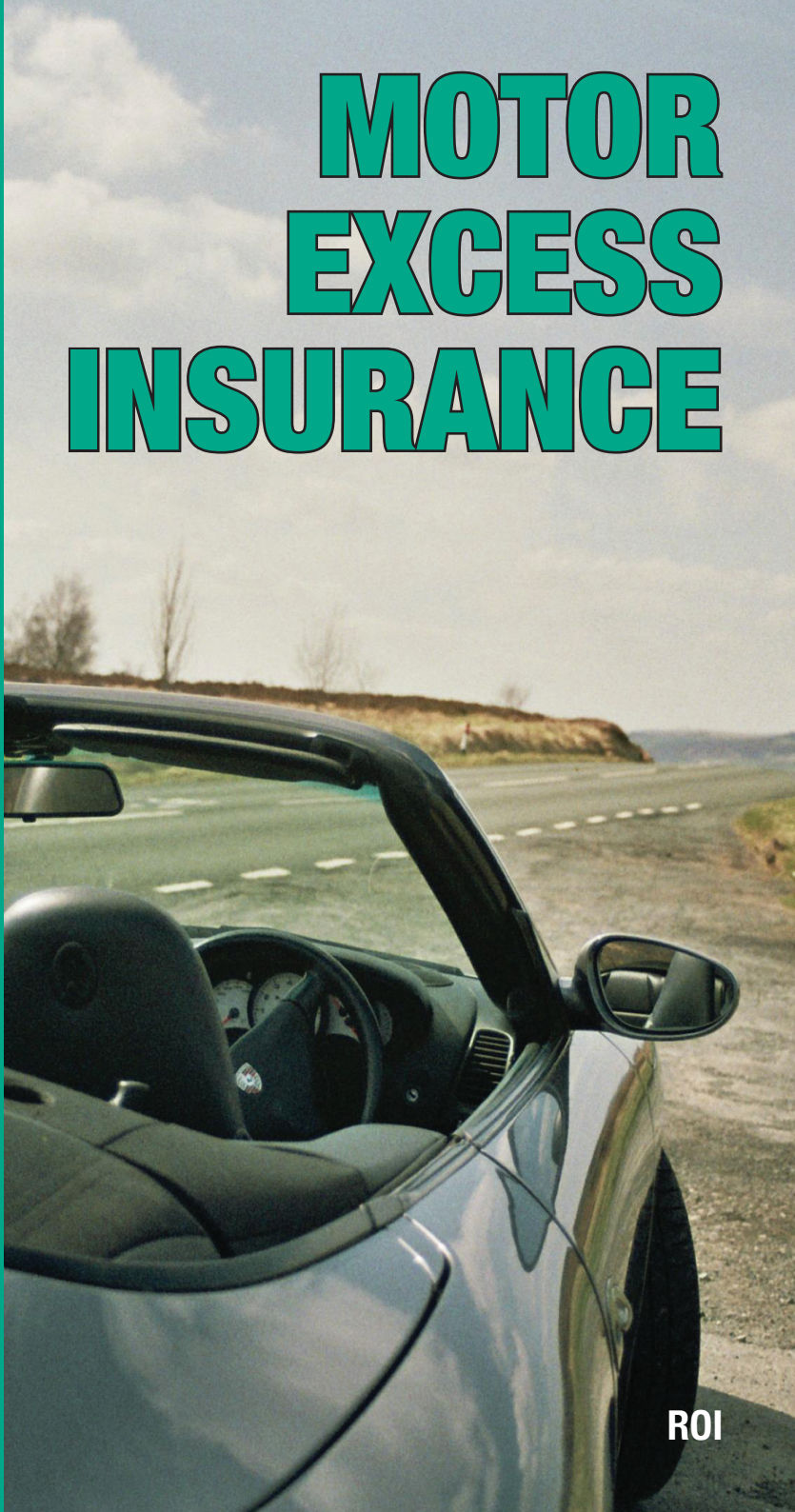


# MOTOR EXCESS INSURANCE

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BE INSURED  
WITH MIS**

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**ROI**



## MIS MOTOR EXCESS INSURANCE PROVIDING PEACE OF MIND MOTORING



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

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

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

## CONTRACT OF INSURANCE

This insurance is arranged by Motorists Insurance Services Ltd and underwritten by UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Motorists Insurance Services Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Great Lakes Reinsurance (UK) SE is authorised by the Central Bank of Ireland. This can be checked on the Central Bank of Ireland website at <http://registers.centralbank.ie/FirmSearchPage.aspx>

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

## DEFINITIONS

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

### Administrator

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

### 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.

### Excess

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

### Insured Persons

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

### **Limit of Liability**

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

### **Motor Insurance**

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

### **Period of Insurance**

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

### **Policy**

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

### **Settled Motor Claim**

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

### **Territorial Limits**

Means the Republic of Ireland.

### **The Insurer / We / Us / Our**

UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE.

### **Vehicle**

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

## **COVER PROVIDED BY YOUR MOTOR EXCESS INSURANCE POLICY**

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

## COVER LEVELS AVAILABLE

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

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

## GENERAL CONDITIONS

### 1. Your responsibilities

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

### 2. Fraudulent Claims or Statements

If any claim or statement made by any Insured Person is in any respect overstated, false or fraudulent, We will have the right to refuse any claim on this Policy or to void this Insurance in its entirety.

### 3. Reporting a claim

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

### 4. Recoveries

The Insurer reserves the right to take legal proceedings in Your name, at their own

expense and for their own benefit, to recover any costs or damages they made under this insurance from anyone else. If any Insured Person recovers any costs or damages previously paid under this Insurance from any other party, such costs or damages must be immediately repaid to Us.

## 5. Arbitration

Any dispute or difference of any kind between the Insurer and an Insured Person will be referred to arbitration by a single arbitrator. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs. Please refer to Our complaints procedure.

## 6. Assignment

This Insurance is between and binding upon the Insurer and You and their/Your respective successors in title, but this Insurance may not otherwise be assigned by You without the Insurer's prior written consent.

## 7. Waiver

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

## 8. Governing law

This Insurance is governed by Irish law.

## 9. Third party rights

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

## 10. Cancellation Rights

If You decide that for any reason, this Policy does not meet Your insurance needs then please return it to the Administrator within 14 days of issue. On the condition that no claims have been made or are pending, **We** will then refund Your premium in full.

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

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 their 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.

## 11. Financial Services Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if Great Lakes Reinsurance (UK) SE cannot meet its obligations. This depends on the type

of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

## 12. Data Protection

Please note that any information provided to Us will be processed by Us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area. This may involve the transfer of Your information to countries which do not have Data Protection laws.

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

We and other organisations may use these records to:

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

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

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

## 13. Consumer Disclosure

You are required to:

- a) supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy;
- b) to make sure that all information supplied as part of your application for cover is true and correct;
- c) tell us of any changes to the answers you have given as soon as possible.

Failure to provide answers that are accurate and complete to the best of your knowledge may mean that your policy is invalid and that it does not operate in the event of a claim.

## 14. Insurance Act 1936 (or future amendments thereto)

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

the republic of Ireland.

## 15. Finance Act 1990 (or future amendments thereto)

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

### EXCLUSIONS

This policy does not cover or apply to:

1. Any Excess in respect of any claim under your Motor Insurance Policy solely in respect of glass repair or replacement.
2. Any Excess in respect of any consequence of war, invasion, terrorism, civil war, rebellion, confiscation, requisition or damage to property by or under the authority of any government, public or local authority.
3. Any Excess in respect of any claim under your Motor Insurance Policy that your Motor Insurance declines or any case where no claim is brought under your Motor Insurance Policy because the value of such claim would not exceed the Excess payable by you under your Motor Insurance Policy.
4. Any Excess in respect of any claim which occurred prior to the commencement of this Policy as shown on your schedule.
5. Any Excess in respect of any claim reported to us more than 14 days after settlement of the claim under your Motor Insurance Policy.
6. Any Excess in respect of any claim which has been reimbursed by any third party or is in the process of a legal expenses claim for Your uninsured losses.
7. 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.

### COMPLAINTS PROCEDURES

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should follow the Complaints Procedure below:

Complaints regarding

#### SALE OF THE POLICY

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

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

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

## **CLAIMS**

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

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

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

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

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

**The Financial Services Ombudsman Bureau,  
3rd Floor, Lincoln House, Lincoln Place, Dublin 2  
Locall: 1890 882090 Tel: +353 1 6620899 Fax: +353 1 6620890, or  
Email: enquiries@financialombudsman.ie Website: www.financialombudsman.ie**

and/or

**Insurance Information Service, Insurance Ireland, 39 Molesworth Street, Dublin 2  
Tel: +353 1 6761914 Fax: +353 1 6761943, or  
Email: iis@iif.ie Website: www.iif.ie**

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