M|I|S UNDERWRITING

BREAKDOWN RECOVERY SERVICE

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MIS BREAKDOWN RECOVERY SERVICE

It should be noted that the Central Bank of Ireland does not regulate the services provided under this MIS Breakdown Service. Full details explaining how to complain regarding the Legal Expenses Service can be found at the back of this booklet.

These are the terms and conditions of **your** MIS Breakdown Service. Please read them carefully and keep them in a safe place.

Your MIS Breakdown Product provides 'peace of mind' motoring, 24 hours a day, 365 days a year, alerting **our recovery agents** within minutes of **your** notification.

MIS BREAKDOWN RECOVERY

There are four levels of Breakdown cover available as explained in this document. The service and benefits set out in this leaflet will only apply if **you** have purchased the relevant product.

Please note **Rescue**, **Rescue Plus** and **Recovery Plus** only apply if you have purchased this service on-line, in all other circumstances **Standard** cover will apply.

BREAKDOWN NOTIFICATION

In the event of a breakdown whilst travelling in the Republic of Ireland please telephone **01 804 4328** or **01 431 9842**.

If **you** breakdown whilst travelling in the United Kingdom please call **028 9048 5219**.

Your Right to Cancel

We hope **you** are happy with the cover this service provides. However, if after reading this service agreement, this breakdown assistance cover does not meet **your** requirements, please return it to **your** agent within 14 days of issue and **we** will return **your** premium.

MIS shall not be bound to accept renewal of any service agreement and may at any time cancel this service agreement by sending 14 days notice to the **customer** at their last known address. Provided the premium has been paid in full the **customer** shall be entitled to a proportionate rebate of premium in respect of the unexpired period during the period of cover. A charge may be imposed based upon the usage of the **Helpline** during the period of cover.

MIS Group, Beechwood House, 37 Comber Road, Dundonald, Belfast BT16 2AA

Complaints Procedures

The Central Bank of Ireland does not regulate the breakdown assistance cover. However should **you** wish to make a complaint about **our** Breakdown Service, **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, MIS GROUP
Beechwood House, 37 Comber Road, Dundonald BT16 2AA. Tel: 028 90 418401

DEFINITIONS

Administrator

MIS Underwriting Limited are part of the MIS Group - Beechwood House, 37 Comber Road, Dundonald, N. Ireland, BT16 2AA.

Competent Repairer

A Vat registered general provider of repair and maintenance services for motor vehicles. This garage will not necessarily be a franchise repairer for the particular vehicle marque.

Helpline

Means the breakdown assistance telephone helpline service operated by **us** 24 hours, 365 days of the year which can be contacted by the **customer** in the ROI in **0180 44328 / 01 431 9842** or in the UK on **028 9048 5219**.

Incident

Immobilisation of the vehicle as a result of mechanical or electrical breakdown or accident (including fire and malicious damage), flat tyre/puncture, fuel shortage or wrong fuel, flat battery, loss or breakage of vehicle keys whilst in the territorial limits.

You / Your / Customer

Means the person or company who has paid the premium for this service and is named in the motor insurance as the policy holder.

Duration of Assistance

365 days from date of purchase.

Customer

Purchaser of product.

Recovery Operator

Means the recovery operator **we** authorise to provide breakdown assistance.

Territorial Limits

The Republic of Ireland, Northern Ireland and Great Britain.

Vehicle

Will be restricted to private cars, private cars modified for commercial use and commercial vehicles up to a fully laden weight of 3.5 tonnes.

- Is serviced, maintained and operated according to the manufacturer's handbook and holds a valid MOT/NCT certificate or equivalent if applicable.
- If the vehicle is towing a caravan or trailer, the recovery assistance will only apply to the vehicle, not the caravan or trailer.

We / Us / Our

Means MIS Group Limited, Beechwood House, 37 Comber Road, Dundonald, Belfast, BT16 2AA are administrators of this service on behalf of MIS Underwriting Limited, whose address is 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2.

STANDARD

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 additional cover extends to the UK and ROI and the maximum **we** will pay in providing replacement **vehicle** for up to 48 hours is £90/€100. 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, the limit for this section is £175/€200. 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 EXCLUSIONS AND CONDITIONS

The terms and conditions of the MIS Breakdown Recovery Service are set out as follows.

1. MIS shall not be liable for any liability or direct loss arising from any act performed in the execution of the assistance provided.
2. MIS shall not be liable to pay for expenses which are recoverable from any other source.
3. MIS shall not be liable for any accident or breakdown brought about by any avoidable, wilful and deliberate act committed by the **customer**.
4. MIS shall not be liable for the cost of repairing the **vehicle**.
5. MIS shall not be liable for the cost of any parts, keys, lubricants, fluids or fuel required to restore a **vehicle's** mobility.
6. MIS shall not be liable for any claims caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the vehicle.
7. No benefit shall be payable unless MIS Group (MIS Breakdown) has been notified and has authorised assistance through the medium of the emergency telephone number provided.
8. The territorial limits of the product are the Republic of Ireland, Northern Ireland and Great Britain. Onward transportation is restricted to the Republic of Ireland and Northern Ireland.
9. The benefits of this product will be subject to a maximum of three assists per annum. MIS Breakdown will not be responsible where it is asked to provide the service for a fault that was dealt with in the preceding 28 days, excluding punctures.
10. The service will only be provided if the **vehicle** was in a roadworthy condition prior to the incident.
11. **We** will endeavour to provide all the benefits associated with this product, however, all the options may not be available to **us** at the time of the breakdown.
12. At all times **we** will retain the discretion to provide assistance outside the terms of this product and dependent upon circumstances.
13. Replacement cars are subject to normal commercial hire criteria. These criteria may include the requirement of a full drivers licence without endorsements, a cash or credit card deposit. This criteria is not exclusive and may change from time to time. It is also a condition of car hire that the car can be returned to the pick up point.
14. Any vehicle, including vehicles that have been modified, which cannot be recovered by a standard recovery vehicle
15. The driver must be with the **vehicle** when the **Recovery Agent** is tasked, if they are absent any subsequent assistance will be at the **customers** own cost.
16. **We** may refuse assistance in circumstances where a driver is clearly intoxicated or the **vehicle** is in an inaccessible off road location.
17. No benefit shall be payable if the **vehicle** does not hold a valid NCT, MOT or equivalent test certificate when required to do so.
18. The recovery will not be provided if the **vehicle** is already at a place of repair.
19. If the **vehicle** is immobile due to snow, ice or ingress of water.
20. Recovery will be limited to **vehicles** up to a gross laden weight of 3.5 Tonne.

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