

## **UK BREAKDOWN RECOVERY SERVICE**



MIS CLAIMS 028 9041 0220 BREAKDOWN 028 9048 5219

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## MIS BREAKDOWN RECOVERY SERVICE

It should be noted that the FCA does not 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.

Under the terms, conditions and exclusions of this cover for breakdown assistance cover **we** will arrange for **your** vehicle to be taken to the nearest repairer, secure premises or if nearer, **your** home. This service is provided throughout Ireland and the United Kingdom. In the event that **your** vehicle is immobilised as a result of electrical or mechanical breakdown or accident (including fire or malicious damage) please contact **our Helpline** on the numbers below as soon as possible:

# Republic of Ireland Roadside Assistance 01 804 4328 United Kingdom Roadside Assistance 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 Financial Conduct Authority does not regulate the breakdown assistance cover. However should **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, MIS GROUP
Beechwood House, 37 Comber Road, Dundonald BT16 2AA. Tel: 028 90 418401

## **DEFINITIONS**

#### Administrator

MIS GROUP - Beechwood House, 37 Comber Road, Dundonald, N. Ireland, BT16 2AA.

#### 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 UK on 028 9048 5219 and in the ROI on 0180 44328.

#### 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**

Northern Ireland, Great Britain and The Republic of Ireland.

#### **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 Beechwood House 37 Comber Road, Dundonald, Belfast, BT16 2AA.

Please note that if **you** should engage the services of any **recovery operator** prior to making contact with the **Helpline** any costs that **you** incur are not covered by this **contract**.

### 1. HOME START ASSISTANCE

If your vehicle 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 to your vehicle.

If **your vehicle** cannot be repaired in SITU, **we** will arrange to tow it to the nearest 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 garage, 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 vehicles 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 £20 towards the cost of this repair or replacement upon receipt of supporting invoice.

## 4. LOCKED/LOST KEYS

If your 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 a 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** drivable again, **we** will refund **you** the cost of 5 litres of fuel upon **you** suppling 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 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 additional benefits:

- A replacement vehicle for up to three calendar days 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 your vehicle to be completed. The breakdown incident must have occurred more than 60 miles / 100 km from your home.

This additional section extends to the UK and ROI and the maximum **we** will pay in providing replacement **vehicle** is €100/£90. 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 €250/£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 Customer. These aspects of cover are only provided following a <u>mechanical</u> or <u>electrical</u> breakdown.

## **BREAKDOWN EXCLUSIONS AND CONDITIONS**

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

- 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.
- 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.
- MIS shall not be liable for the cost of any parts, keys, lubricants, fluids or fuel required to restore a vehicle's mobility.
- MIS shall not be liable for any claims caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the **vehicle**.
- 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. Territorial limits of cover are the Republic of Ireland, Northern Ireland and Great Britain.
- 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.
- 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 cover, 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 cover 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. The driver must be with the **vehicle** when the recovery agent is tasked, if they are absent any subsequent assistance will be at the drivers own cost.
- 15. **We** may refuse assistance in circumstances where a driver is clearly intoxicated or the **vehicle** is in an inaccessible off road location.
- No benefit shall be payable if the vehicle does not hold a valid NCT, MOT or equivalent test certificate when required to do so.
- 17. Breakdown assistance will not be provided if the **vehicle** is already at a place of repair.
- 18. MIS will not assist where a **vehicl**e is immobile due to snow, ice or ingress of water.
- 19. **Vehicles** eligible for assistance will be restricted to private cars, private cars modified for commercial use and commercial **vehicles** of up to a fully laden weight of 3.5 tonnes.

## **Complaints Procedures**

The Financial Conduct Authority does not regulate the breakdown assistance cover. However should **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 Services Limited, Beechwood House, 37 Comber Road, Dundonald, BT16 2AA. Tel: 028 90 418401

