NI Auto Assist LTD

ACCIDENT MANAGEMENT

Breakdown, Recovery & Legal Expenses Service

T 028 9094 1660

W www.niautoassist.com

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NI AUTO ASSIST LTD BREAKDOWN RECOVERY SERVICE

Welcome to NI Auto Assist LTD.

This document covers the terms and conditions of your NI Auto Assist LTD Breakdown Service and NI Auto Assist LTD Legal Expenses Service. It is important that you read this document carefully and keep it safe should you need to refer to it in the future.

Your NI Auto Assist LTD Breakdown Service provides you with assistance 24 hours a day, 365 days a year, as our recovery agents are notified immediately once you tell us you require our help.

One vital part of this contract is the NI Auto Assist LTD Legal Expenses Service which protects your position if you require our help as a result of a non-fault accident. Where you are involved in a non-fault accident, we can provide a number of additional services and benefits including the provision of a replacement vehicle whilst yours is being repaired or, in circumstances where your vehicle is a total loss, whilst you acquire a new one. We will also appoint a legal representative on your behalf.

Another important part of this contract provides for a replacement vehicle in circumstances where you are at fault and your car has been damaged beyond economic repair (it is a write off) or where your vehicle has been stolen and not recovered.

BREAKDOWN SERVICE

The benefits provided by the Breakdown Service are detailed on page 5.
If you are involved in an accident or require roadside assistance while travelling in: -

- Northern Ireland, please call (028) 9094 1660
- the Republic of Ireland, please call 004428 9094 1660
- Great Britain, please call (028) 9094 1660.

If you no longer require our services and wish to cancel, please return all documents within 14 days to the address below.

NI Auto Assist LTD
City East Business Centre,
68-72 Newtownards Road,
Belfast,
BT4 1GW

We always appreciate feedback so if you have any questions or queries regarding the service and would like to speak to someone, please call (028) 9094 1660 or email us on .**info@niautoassist.com**

If you would prefer to submit a query in writing, then please do so to the address listed above.

THE BREAKDOWN DEFINITIONS

Administrator	NI Auto Assist LTD, City East Business Centre, 68 – 72 Newtownards Road, Belfast, BT4 1GW.
Incident	A mechanical or electrical breakdown or accident (including fire and malicious damage), flat tyres, lack of fuel, flat battery and loss or breakage of vehicle keys whilst in territorial limits set out in this document.
Extended Territorial Limits	Great Britain and Europe
Period of Contract	This will be specified in your Breakdown Service document.
Breakdown Service Customer	The named person on the Breakdown Service document.
Territorial Limits	Northern Ireland and the Republic of Ireland.
Vehicle	Restricted to private cars, private cars modified for commercial use and commercial vehicles up to a fully laden weight of 3.5 tonnes. Assistance will be provided to the vehicle only and not to any caravan or trailer etc. The vehicle must be serviced, maintained and operated according to the manufacturer's handbook. The Breakdown Service Customer must be able to provide a valid MOT/NCT certificate for the vehicle if required to do so.

The Breakdown Service

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THE BREAKDOWN SERVICE

What is included?

In the event of an incident within the Territorial Limits, we will offer the below services:

1. Roadside assistance to get your vehicle back on the road ASAP. If the recovery agent cannot fix your vehicle at the roadside, it will be taken to the nearest garage or the Breakdown Service Customer's home;

2. Roadside assistance for punctures if the Breakdown Service Customer has a suitable replacement tyre available with the vehicle;

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

4. If your key is broken beyond repair, and you do not have a spare, we will pay up to £200 towards a replacement key. This will only be provided once per annum.

5. Transport to the nearest garage or your home if your car is immobilised due to a fuel shortage or wrong fuel being added.

6. If your vehicle breaks down at Home, we will send an agent to assist you. If your vehicle cannot be repaired on the spot, we will recover your vehicle to a garage of your choice.

7. Where:
   (a) repairs cannot be completed by the repairer by the end of the working day;
   or
   (b) if the vehicle has been stolen and is not recovered in a roadworthy condition the same day then we will arrange for onward transportation to your intended destination within the Territorial Limits. We will also arrange for the recovery of your vehicle to your destination within the Territorial Limits. Onward transportation is not available within the Extended Territorial Limits.

Please note we will try to recover your vehicle as soon as possible and every effort will be made to do so on the same day as the call out.

In the event of an incident within the Extended Territorial Limits, we are unable to provide the services at 1- 5 above.

However, if you arrange for the recovery of your vehicle within the Extended Territorial Limits, we will provide a cash benefit of up to £250. In order to avail of this cash benefit, proof of the cost of the recovery of your vehicle must be provided to NI Auto Assist before payment will be made to you.

BREAKDOWN RECOVERY SERVICE EXCLUSIONS AND CONDITIONS

Below are the terms and conditions of the NI Auto Assist LTD Breakdown Recovery Service.

1. NI Auto Assist LTD shall not be liable for any liability or direct loss arising from any act performed in the execution of the assistance provided.
2. NI Auto Assist LTD shall not be liable to pay for expenses which are recoverable from any other source.
3. NI Auto Assist LTD shall not be liable for any accident or breakdown brought about by any avoidable or deliberate acts committed by the Breakdown Service Customer.
4. NI Auto Assist LTD will not recover any vehicle that is already at a place of repair or that has previously been dealt with by another agent.
5. NI Auto Assist LTD shall not be liable for the cost of repairing the vehicle.
6. NI Auto Assist LTD shall not be liable for any claims caused by fuels, flammable materials, explosives or other toxins transported in the vehicle.
7. Assistance will be provided by NI Auto Assist LTD to the Breakdown Service Customer up to a maximum of three times per annum.
8. NI Auto Assist LTD will not provide assistance in any instance where the cause of the breakdown arises directly or indirectly from an identified fault that was previously addressed in the preceding 28 days from the date of the incident.
9. This service is only available within the Territorial Limits set out in this document. Onward transportation is only available in Ireland and not in Great Britain.
10. The service will only be available if your vehicle is deemed roadworthy prior to the incident.
11. We will endeavour to provide all the benefits associated with the Breakdown Service; however, all the options may not be available in unforeseen circumstances.
12. The driver must be present with the vehicle when the recovery agent is tasked. If this is not the case the Breakdown Service Customer will be charged for any subsequent assistance.
13. We may refuse assistance in extreme circumstances such as the driver clearly being (i) intoxicated, (ii) under the influence of drugs or (iii) the vehicle being in an inaccessible off-road location.
14. The service shall not be provided if the vehicle does not hold the correct documents such as MOT/NCT certificates when required to do so.

Legal Expenses Service

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LEGAL EXPENSES SERVICE

Thank you for choosing to purchase the NI Auto Assist LTD Legal Expenses Service. It has a number of great benefits which are set out in the Additional Benefits section below. Our aim is to make the process of recovering your uninsured losses and any compensation for personal injuries that you have suffered following a non-fault accident as straightforward and stress free as possible.

24/7 Legal Helpline

You can contact us for free legal advice in relation to anything that is troubling you following a non-fault accident.

From Northern Ireland (028) 9094 1660
From the Republic of Ireland 004428 9041660
From Great Britain (028) 9094 1660

Legal Expenses Service

In the aftermath of a non-fault accident, having access to a Legal Expenses Service ensures that you recover both any uninsured losses and compensation for any personal injuries that you sustained as a result of a non-fault accident in Northern Ireland, the Republic of Ireland or Great Britain.

To help you pursue such a claim, we will pay up to £50,000 in legal fees to allow you to access our team of specialist solicitors.

This service will only be in respect of legal issues and processing the claim.

DEFINITIONS

Service Administrators	NI Auto Assist LTD, City East Business Centre, 68 – 72 Newtownards Road, Belfast, BT4 1GW.
Legal Expenses Service Customer/You	The person or company who has paid the fee as named in the documents as the Legal Expenses Service Customer.
Claim	Means your potential right of action against a Third Party.
Additional Person	Any other person authorised by you to drive or to be a passenger in or on the vehicle.
Incident	An event, act or omission giving rise to a claim under this service.
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 service to represent your or an additional person's interests.
Territorial Limits	Northern Ireland, the Republic of Ireland and Great Britain.
Limit of Service	Any one incident up to £50,000.
Period of Legal Expenses Service	The period of service 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 incident.
Standard Professional Fees	The level of professional fees that would normally be incurred by us in using a representative nominated and authorised by us.
Legal Proceedings	When formal legal proceedings are issued against a third party in a court of law.
Schedule	The document which details you and your service.
Time of Occurrence	When the incident occurred or commenced, whichever is the earliest.

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ADDITIONAL BENEFITS

Our Legal Expenses Service not only affords you access to our panel of expert solicitors; it also comes with a replacement car hire facility.

REPLACEMENT CAR HIRE FACILITY IN THE EVENT OF A NON-FAULT ACCIDENT

If your vehicle has been damaged as a result of someone else's negligence then we can arrange for you to be provided with a replacement vehicle anywhere in Northern Ireland, the Republic of Ireland or Great Britain. We will provide you with a "like for like" replacement vehicle although it may not be the same make or model as your vehicle.
We will provide this replacement vehicle for as long as can be justified. In most circumstances, this will be for a maximum period of one month if the vehicle is a total loss. If the vehicle is repairable, this will be until the repairs are complete.

Once repairs are complete, we will arrange for the delivery of your vehicle to either your home or your place of work.

To benefit from the Car Hire facility in the event of a non-fault accident

The following conditions must be met in order to benefit from the car hire facility:

- When you inform us about the circumstances of your claim, it must be clear that there is no fault on your part for the accident and that, on the face of it, the third party is liable for it. In addition, we must have agreed to pursue an uninsured loss claim on your behalf;

- Where at all possible, you must provide us with full details of the person responsible for the accident;

- The accident must have happened in Northern Ireland, the Republic of Ireland or Great Britain;

- Generally, you must be aged between 21 and 70, hold full, clear driving licence and have been driving for a minimum of 2 years. If, because you have utilised the car hire facility, additional insurance charges are incurred, they will be added to your claim.

- You must notify us immediately of any incident and provide a detailed explanation of the circumstances.

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REPLACEMENT CAR HIRE FACILITY IN OTHER CIRCUMSTANCES

We can arrange for you to be provided with a replacement vehicle for up to ten working days whilst your own insurer processes a claim on your behalf in circumstances:

(i) Where your vehicle has been damaged beyond economic repair (it is a write off) following an accident that was your fault; or
(ii) Where your vehicle has been stolen and not recovered.

The following conditions must be met in order to benefit from the car hire facility:

- You must agree to engage our full services in order to avail of any car hire facility offered by us. If your vehicle is recovered by another entity or provider, you will not be entitled to a temporary vehicle.

- Generally, you must be aged between 21 and 70, hold a full, clear driving licence and have been driving for a minimum of 2 years. If, because you have utilised the car hire facility, additional insurance charges are incurred, they will be added to your claim.

- You must notify us immediately of any incident and provide a detailed explanation of the circumstances.

Important Information

Following an accident, a common law duty to keep your losses to a minimum applies. This means that your car must be off the road as a result of the accident and any hire car is only hired for the minimum reasonable period of time. In general, you are under a duty to act reasonably in all the circumstances.

In all circumstances, the credit period in relation to the car hire will expire fifty-one weeks from the date of the agreement. Upon expiry of the credit period, you will become liable to pay the hire charges in full by a single payment. Full terms and conditions are available on request.

To enjoy these additional benefits, you must comply with the terms and conditions that are set out in this document.

Conditions of Legal Expenses Service

We will indemnify you in accordance with our standard professional fees and, where you ask us to, any additional person up to the limit of service provided that:

- The conditions of this service as set out in this section are met;
- The exclusions as set out within this document do not apply;
- The incident occurred within the territorial limits set out in this document;
- You notify us while this service is in place and within 30 days of the time of occurrence of the incident.

A Incident

An incident under this service is a collision between two mechanically propelled vehicles that occurred on a public road or a road which the public are permitted access to by right or by payment.

Further, such a collision must have resulted in the death of, or bodily injury to, the Legal Expenses Service Customer and any additional person and uninsured losses being incurred by the Legal Expenses Service Customer and any additional person.

Please note that in the circumstances where an incident falls outside of the scope of this definition we retain the discretion to investigate.

B Change of Risk

You shall notify us immediately if there are any changes in risk which has a material affect on this service.

C Liability

Our liability to make any payment under this service will be conditional upon your compliance with the terms and conditions within this document.

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D Notification

All potential claims must initially be reported to our Legal Helpline by contacting the appropriate number set out above. You must notify us in writing while this Legal Expenses Service is in place and within 30 days of any circumstances which may give rise to any claim covered by this service. In addition, you must obtain our written consent to incur professional fees.

If you fail to notify us as requested then we may decline to pay a claim arising from such circumstances.

In order for us to give consent and agree to pay professional fees, you must persuade us that your claim has a reasonable prospect of success and therefore it is reasonable for us to pay your legal costs. If you do so, we will take over your claim and appoint a specialist of our choice to act on your behalf.

We will write to you with our reasons if, after receiving a claim or during the course of a claim, we decide that:

- On the balance of probabilities, your claim is unlikely to be successful; or
- A different course of action should be pursued; or
- We cannot agree to the claim.

If this occurs, we will not be bound to pay any further professional fees for your claim.
We may limit the professional fees that we will pay under this service where:

- We consider that it is unlikely that a reasonable settlement of your claim will be obtained; or
- 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 decide to pay you the amount in dispute. This will be the end of the claim under this service.

E 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 decide to change to a different solicitor of your choice. You must submit the name and address of your new representative to us and we must agree to this change in advance. In selecting your authorised representative, 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 service. Where you have elected to use your own nominated authorised representative, you will be responsible for any professional fees in excess of the standard professional fees that our own solicitors would usually charge (details are available upon request).

Please note that this service only covers the costs of those professionals which are nominated and engaged by us on your behalf. If you engage the services of a professional before speaking to us then any costs which you incur will not be covered by this service.

F Conducting your Claim

You shall at all times co-operate fully with us. Further, you shall provide us and the authorised representative with all evidence, documentation and information related to your claim. When requested, you shall attend all appointments with the authorised representative. These attendances will be at your own expense.

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 your claim. This applies whether or not the information and documentation is privileged, and you shall give any instructions to the authorised representative which may be required for this purpose.

If you or your authorised representative receive any offer or payment into court with a view to settling your claim, you shall notify us immediately in writing. Further, you must secure our written agreement prior to accepting or declining any such offer.

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 prior agreement.

G Recovery of Costs

You will take all reasonable steps to recover costs and expenses in relation to your claim. At the conclusion of your claim, if you are awarded any costs in addition to any damages then you must pay these to us.

H Dispute Arbitration

In the event of a dispute between us, which is not resolved by reference to this document, either of us may refer such dispute for arbitration to an independent arbitrator.

The independent arbitrator will either be a solicitor or barrister to be agreed between us. In the event that no agreement can be reached on the appointment of the arbitrator, we agree that the Law Society in the relevant jurisdiction will appoint an arbitrator for us.

The arbitration will be governed by the relevant arbitration acts in force at the time of the dispute and the decision of such arbitration will be final and binding on both sides.

I Fraud

Where any claim you make is found to be fraudulent or false in any respect, we have the right to refuse to pay any such claim or to void this service ab initio.

J Data Protection

The data which you provide to us will be used solely for the purpose of processing your enrolment in this service and the subsequent administration and handling of any claim under this service should this arise. We will not pass any of the information you supply to any other parties apart from those we are required to in order to process your claim and by law or regulation. Below is a non-exhaustive list of those parties which we may be required to provide your information to:

- Police;
- Solicitors;
- Loss adjusters;
- Motor garages;
- Engineers;
- Repairers;
- Hire car companies; and
- Other insurers.

You must ensure that you keep us informed of any changes to the data that you have provided. You shall notify us as soon as possible of any changes to your data. We are required to make available any data held by us for inspection by you upon payment of an administration fee subject to the Data Protection Act 2018. If you would like to perform such an inspection, please contact NI Auto Assist LTD, City East Business Centre, 68 – 72 Newtownards Road, Belfast, BT4 1GW.

K Motor Insurers' Bureau of Ireland Scheme

In the event that it is necessary to pursue compensation for you under the Motor Insurers' Bureau of Ireland Scheme (MIBI), we shall not be liable for any costs or outlays in excess of the MIBI scale of costs or any interim payments associated with the pursuit of any claim authorised by NI Auto Assist LTD.

L Injuries Board

In the Republic of Ireland, personal injuries are assessed by the Injuries Board. The Injuries Board do not pay legal costs, save in exceptional circumstances. This service does not include the payment of those legal costs incurred in making an application to the Injuries Board.

However, if following an application to the Injuries Board, your claim is not settled and proceeds to litigation, NI Auto Assist LTD will pay those legal costs incurred in pursuing your personal injury claim through the courts, provided that we consider that your claim has a reasonable prospect of success.

M Contracts (Rights of Third Parties) Act 1999

Unless expressly stated, nothing in this contract for service will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties referred to herein.

N Notices

Any letter or notice relating to this service will be properly issued if it is sent to the last known address of the person to whom it is addressed.

O Reasonable Care

You must take all reasonable steps to avoid doing anything that may give a third party a potential right of action against you and you must ensure that you minimise the amount payable by us.

P Cancellation

We reserve the right to cancel this service at any time by providing 30 days written notice by recorded delivery post to you. If we do so, you will be entitled to a refund of a proportionate part of the fee for the remaining period of the service had it not been cancelled.

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Exclusions

This service does not cover:

a) Professional fees incurred: -

(i) In respect of any incident where the time of occurrence commenced prior to the commencement of this service.

(ii) Before our written acceptance of a claim.

(iii) Before our approval or beyond those for which we have given our approval.

(iv) Where you fail to give proper instructions in appropriate time to us or to the authorised representative.

(v) Where you are responsible for anything which in our reasonable opinion prejudices your claim.

(vi) 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. Furthermore, any fees or disbursements incurred by NI Auto Assist LTD shall become payable immediately.

(vii) Where you decide that you no longer wish to pursue your claim as a result of your unwillingness, all costs incurred up until this stage will become your responsibility.

(viii) 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.

b) 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.

c) Claims which are conducted by you in a manner different from the advice or proper instructions of the authorised representative.

d) 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. We must consider the appeal to have a reasonable chance of success.

e) Professional fees and expenses that could have been recovered under another insurance policy except beyond the amount which would be payable under such insurance had this service not been effected.

f) Damages, fines or other penalties you are ordered to pay by a court, tribunal or arbitrator.

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g) Claims arising from an incident arising from your deliberate act, omission or misrepresentation.

h) Claims arising from:
(i) Ionising radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
(ii) War or any associated risk.
(iii) Seepage pollution or contamination of any kind.

i) Any dispute relating to written or verbal remarks which damage your reputation.

j) Any professional fees relating to your alleged dishonesty, criminal act, or violent behaviour.

k) Legal proceedings outside the United Kingdom or the Republic of Ireland and proceedings in constitutional, international or supranational courts and tribunals including the European Court of Justice and the Commission and Court of Human Rights.

l) A dispute which relates to any compensation or amount payable under a contract of insurance.

m) A dispute with us not dealt with under the arbitration condition.

n) Any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property, trade secrets or confidential information.

o) An application for judicial review.

p) Any claim where your motor insurers are entitled to repudiate your motor policy or refuse indemnity.

q) Any claim where an additional person is driving under a 'driving other cars' extension to their motor insurance policy.

r) Claims arising out of the use of a vehicle by the Legal Expenses Services Customer or additional person for racing, rallies, trials or competitions of any kind.

s) Travelling expenses, subsistence allowance or compensation for absence from work in pursuit of the Legal Expenses Services Customer or additional person's claim.

t) Any claim if the Legal Expenses Services Customer or additional person has never held (or has been disqualified from holding or obtaining) a driving licence at the time of the insured incident.

u) Any claim arising from a contractual relationship.

v) Where we have not provided our written agreement in advance to pay for the costs of a hire car.

w) Claims made by the Legal Expenses Services Customer or additional person against any unauthorised passenger in the vehicle.

x) Claims for passengers where there is a conflict of interest between you or the authorised driver and any other passenger(s).

80

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68-72 Newtownards Road, Belfast, BT4 1GW

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