



# Home Legal Expenses **Policy**

| Retirement | Investments | **Insurance** | Health |





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This Legal Expenses policy is an extension of your Household policy provided by Aviva Direct Ireland Limited. The cover provided within this Legal Expenses Policy is underwritten by DAS Legal Expenses Company Limited.

# How we can help

For most services **we** are available to answer **your** call 24 hours a day, seven days a week during the period of insurance. However, if **you** call outside of standard office hours, **we** will take details of **your** call and arrange for someone to call **you** back at a time convenient to **you**. All helplines apply to the Republic of Ireland unless otherwise stated.

To help **us** check and improve our service standards, **we** record all calls, except those to the counselling service.

When phoning, please tell **us your** policy number or the name of the scheme **you** are in.

Please do not phone **us** to report a general insurance claim.

## Legal advice service

**We** will give **you** confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland, United Kingdom, Channel Islands and Isle of Man.

**To contact the legal advice service phone us on 1890 253 064.**

## Identity theft

**We** will provide **you** with detailed guidance and advice over the phone for any concerns about being or becoming a victim of identity theft.

**To contact the identity theft service phone us on 1890 253 064.** The helpline is open 9am to 5pm, Monday to Friday.

**We** do not provide a callback service if **you** call outside of these hours for this helpline

## Health and medical information service

**We** will give **you** information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve overall health.

The helpline is open 9am to 7pm, seven days a week.

**To contact the health and medical information service phone us on 1890 670 407.**

## Counselling

**We** will provide **you** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary or professional services.

**To contact the counselling service phone us on 180 670 407.**

## Domestic help

**We** will arrange help or repairs needed if **you** have a domestic emergency in **your** home, such as a burst pipe, blocked drain, broken window or building damage. **You** will be responsible for paying the costs for the help.

**To contact the domestic help service phone us on 1850 670 747.**

***We will not accept responsibility if the Helpline Services are unavailable for reasons we cannot control.***

## Legal & Tax Advice

If **you** require advice on any personal legal problem subject to the laws of the Republic of Ireland, United Kingdom, Channel Islands and Isle of Man, **you** can phone **us** on our **Legal & Tax HELPLINE SERVICES** on **1890 253 064**.

## Making a claim

To make a claim under **your** policy, please write to **our** Claims Department at the following address:

Claims Department,  
DAS Legal Expenses Insurance Company Limited,  
Europa House, Harcourt Centre,  
Harcourt Street, Dublin 2.

## When we cannot help

Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

## How to make a complaint

**We** will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to:

The Operations Manager,  
DAS Legal Expenses Insurance Company Limited,  
Europa House, Harcourt Centre, Harcourt Street, Dublin 2.

Or **you** can phone **us** during standard office hours on **01 670 7470** or email us at **info@das.ie**

Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied, **you** can contact:

The Insurance Division of the Financial Service's Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

**You** can also contact them on **1890 88 2090**.

Website: **www.financialombudsman.ie**

(Using this service does not affect **your** right to take legal action.)

DAS Ireland is a branch office of DAS Legal Expenses Insurance Company Limited, having its registered office at DAS House Quay Side, Temple Back, Bristol, BS1 6NH, registered in England and Wales, number 103274.

## About us

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority of the United Kingdom and regulated by the Central Bank of Ireland for conduct of business rules. The regulatory system which applies in Ireland is different to that which applies in the UK.

# Meaning of words in this Policy

**Policy** – An Aviva household policy to which this legal expenses insurance attaches.

**We, us, our** – DAS Legal Expenses Insurance Company Limited.

**Policyholder** – The Aviva household insurance **policyholder** who holds a current **policy** and whose principal place of residence is in Ireland and who has been declared to and accepted by **us**.

**You, your** - The **policyholder**, and any member of **your** family who always lives with the **policyholder**. Anyone claiming under this policy must have the **policyholder's** agreement to claim.

**Representative** – The lawyer, accountant or other suitably qualified person, who has been appointed by **us** to act for **you** in accordance with the terms of this policy.

# Costs and expenses

## (a) Accountant's costs

All reasonable and necessary costs chargeable by the **representative**.

## (b) Attendance expenses

**Your** net salary or wages for the time that **you** are off work. **We** will pay for each half or whole day that the court, tribunal or **your** employer will not pay for.

The amount **we** will pay is based on the following:

- the time **you** are off work, including the time it takes to travel to and from the court or tribunal. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- if **you** work full time, the salary or wages for each day equals 1/250th of **your** yearly salary or wages;
- if **you** work part time, the salary or wages will be a proportion of **your** weekly salary or wages.

If **you** are self employed, **we** will pay net salary or wages that **you** draw from the business to cover their own personal cost-of-living expenses.

## (c) Communication costs

Costs of phone calls, faxes or postage **you** incur to communicate with the Garda, credit agencies, financial-service providers, other creditors or debt-collection agencies and the cost of replacement documents.

## (d) Legal costs

All reasonable and necessary costs charged by the **representative** on a party/party basis. For **INSURED INCIDENT 1 BODILY INJURY** **we** will initially pay the application fee required by the Injuries Board (IB).

## (e) Opponents' costs

The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or pays them with **our** agreement.

# Date of occurrence

- (a) For civil cases, the **date of occurrence** is the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, **date of occurrence** is the date of the first of these events.
- (b) For criminal cases, the **date of occurrence** is when **you** began, or are alleged to have begun, to break the criminal law in question.
- (c) For **insured incident 7 TAX PROTECTION**, the **date of occurrence** is when the Revenue Commissioner first notifies **you** in writing of their intention to make an enquiry.

## Identity theft

The theft or unauthorised use of **your** personal identification which has resulted in the unlawful use of their identity.

## Period of Insurance

The period (12 calendar months from the start date set out in **your** schedule) for which **we** have agreed to cover **you** and for which the premium has been paid.



# Home

**Your** principal and **your** holiday home which is owned by **you**.

## Countries covered

For **insured incidents 3 CONTRACT DISPUTES** and **1 BODILY INJURY**

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other **insured incidents**

The Republic of Ireland.

## Revenue audit

An examination by the Revenue Commissioner of **your** self assessment return for income tax or capital gains tax.

# Cover

**We** agree to provide the insurance in this policy, as long as:

- (a) the premium has been paid; and
- (b) the **date of occurrence** of the **insured incident** is during the **period of insurance**; and
- (c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- (d) for civil claims, it is always more likely than not that **you** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

## WHAT WE WILL PAY

1. (a) For all **insured incidents** under this policy, **we** will pay legal costs and opponents' costs; including VAT where appropriate.
  - (b) for **insured incident 7 TAX PROTECTION**, **we** will pay **accountant's costs**;
  - (c) for **insured incident 8 JURY SERVICE AND COURT ATTENDANCE**, **we** will pay **attendance expenses**;
  - (d) for **insured incident 4 IDENTITY THEFT**, **we** will pay **communication costs**.
2. For all **insured incidents** **we** will pay **costs and expenses** to make or defend against an appeal as long

as **you** tell us within the time limits allowed that **you** want **us** to appeal.

Before **we** pay the **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

3. The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €65,000.

## Insured incidents WE WILL COVER

### 1. BODILY INJURY

**We** will negotiate for **your** legal rights in a claim against a party who causes the death of, or bodily injury to, **you**. This includes helping **you** to register **your** claim with the Injuries Board (IB).

### What is not covered under BODILY INJURY

- (1) Illness or bodily injury, which happens gradually or is not caused by a specific or sudden accident.
- (2) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **you**.
- (3) Clinical negligence.
- (4) Defending **your** legal rights, but defending a counter-claim is covered.
- (5) The cost of obtaining a medical report when registering a claim with the IB.

# Cover (Continued)

## 2. CLINICAL NEGLIGENCE

We will negotiate for **your** legal rights where it is alleged that accidental death or bodily injury to **you** has resulted from a single negligent act of surgery, clinical or medical procedure.

### What is not covered under CLINICAL NEGLIGENCE

- (1) The alleged failure to correctly diagnose **your** condition.
- (2) Psychological injury or mental illness that is not associated with **you** having suffered physical bodily injury.

## 3. CONTRACT DISPUTES

(1) We will negotiate for **your** legal rights in a contractual dispute arising from an agreement or an alleged agreement which **you** have entered into for:

- (a) buying or hiring in goods or services;
- or
- (b) selling goods;

(2) **Your** legal rights in a contractual disputes arising from an agreement which **you** have entered into for the buying or selling of **your** principal home;

### Provided that in both (1) and (2) :

- (i) **you** have entered into the agreement or alleged agreement during the **period of insurance**; and
- (ii) the amount in dispute is more than €125.

### What is not covered under CONTRACT DISPUTES

A claim relating to:

- (1) a contract regarding **your** trade, profession, occupation, employment, or any business venture;
- (2) construction work on any land, or designing, converting or extending any building where the contract value exceeds €7,500 (including VAT);
- (3) the settlement payable under an insurance policy (**we** will negotiate if your insurer refuses **your** claim, but not for a dispute over the amount of the claim);
- (4) a dispute arising from any loan, mortgage, pension, investment, borrowing or any other financial product;
- (5) a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

# Cover (Continued)

## 4. IDENTITY THEFT

### Identity theft support service

Following a call to the **identity theft** helpline service, **we** will help to restore **your** identity and credit status if they have become a victim of **identity theft**. **We** will assign a personal caseworker who will provide phone advice to help regain **your** identity.

### Legal costs

Following your **identity theft**:

- (1) **we** will pay legal costs to reinstate **your** identity including costs for the signing of statutory declarations or similar documents;
- (2) **we** will negotiate for **your** legal rights in a dispute with debt collectors or any party pursuing legal action against **you** arising from or relating to identity theft;
- (3) **we** will pay loan-rejection fees and any re-application administration fee for a loan when **your** original application has been rejected.

### Provided that

- (i) **you** file a Garda report and notifies banks and building societies as soon as possible; and
- (ii) **you** tell **us** if **you** have previously suffered identity theft; and
- (iii) **you** take all reasonable action to prevent continued unauthorised use of **your** identity.

### What is not covered under Identity theft

- (1) Fraud committed by anyone else who is **insured under this policy**.
- (2) Losses arising from **your** business activities.

## 5. EMPLOYMENT DISPUTES

**We** will negotiate for **your** legal rights in a dispute relating to **your** contract of employment or future employment.

### What is not covered under EMPLOYMENT DISPUTES

- (1) Employers' disciplinary hearings or internal grievance procedures.
- (2) Any claim relating solely to personal injury.

## 6. PROPERTY PROTECTION

**We** will:

- (a) negotiate for **your** legal rights in a civil action; and/or
- (b) arrange mediation (if appropriate); for a dispute relating to material property (including **your** principal and holiday home) which is owned by **you**, or for which **you** are responsible, following:
  - (1) an event which causes physical damage to such material property;
  - (2) a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it);

# Cover (Continued)

(3) a trespass.

## What is not covered under PROPERTY PROTECTION

- (1) A claim relating to:
- (a) a contract entered into by **you**;
  - (b) any building or land other than **your** principal or holiday home;
  - (c) someone legally taking **your** material property from them, whether **you** are offered money or not, or restrictions or controls placed on **your** material property by any government or public or local authority;
  - (d) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;
  - (e) mining subsidence.
- (2) Defending a claim relating to an event that causes physical damage to material property, but defending a counter-claim is covered.

## 7. TAX PROTECTION

In the event of a Revenue Commissioner's audit relating to **your** self-assessment tax return, **we** will negotiate for **you**, and represent **you** in any appeal proceedings.

## What is not covered under TAX PROTECTION

- (1) A claim relating to an off shore account held by **you**.

- (2) The tax affairs of a company, or any claim if **you** are self-employed, a sole-trader, or in a business partnership.
- (3) Any Revenue Commissioner's audit where **you** have not submitted a self-assessment tax return.

## 8. JURY SERVICE AND COURT ATTENDANCE

**Your** absence from work:

- (a) to attend any court or tribunal at the request of the representative; or
- (b) to perform jury service; or
- (c) to carry out activities specified by the identity theft support service under insured incident 4 Identity theft.

## 9. LEGAL DEFENCE

- (1) **We** will defend **your** legal rights if an event arising from **your** work as an employee leads to:
- (a) **you** are being prosecuted; or
  - (b) civil action being taken against **you** under legislation for unlawful discrimination.
- (2) **We** will defend **your** legal rights if an event leads to **your** prosecution for an offence connected with the use or driving of a motor vehicle.

## What is not covered under LEGAL DEFENCE

- (1) Parking or obstruction offences.
- (2) **Your** driving of a motor vehicle for which **you** do not have valid motor insurance.

# What is not covered by this policy

1. A claim where **you** have failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence.
2. An incident or matter arising before the start of this policy.
3. **Costs and expenses** incurred before **our** written acceptance of a claim.
4. Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
5. A claim intentionally brought about by **you**.
6. A legal action that you take which **we** or the **representative** have not agreed to, or where **you** do anything that hinders **us** or the **representative**.
7. A claim relating to written or verbal remarks which damage **your** reputation.
8. A dispute with **us** not otherwise dealt with under Condition 7.
9. Apart from **us**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it.
10. Costs and expenses arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry.
11. A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
12. A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against **you**.
13. A claim caused by, contributed to by or arising from:
  - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - (c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
  - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

# Conditions which apply to the whole policy

1. **You** must:
  - (a) keep to the terms and conditions of this policy;
  - (b) try to prevent anything happening that may cause a claim;
  - (c) take reasonable steps to keep any amount **we** have to pay as low as possible;
  - (d) send everything **we** ask for, in writing;
  - (e) give **us** full and truthful details in writing of any claim as soon as possible and give **us** any information **we** need.
2. (a) **We** can take over and conduct in **your** name, any claim or legal proceedings at any time. **We** can negotiate any claim on **your** behalf.
  - (b) **You** are free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:
    - (i) **We** agree to start legal proceedings and it becomes necessary for a lawyer to represent **your** interests in those proceedings; or
    - (ii) there is a conflict of interest.
- (c) In all circumstances except those in 2(b) above, **we** are free to choose a **representative**.
- (d) Any **representative** will be appointed by **us** to represent **you** according to **our** standard terms of appointment. The **representative** must co-operate fully with **us** at all times.
- (e) **We** will have direct contact with the **representative**.
- (f) **You** must co-operate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.
- (g) **You** must give the representative any instructions that **we** ask for.
3. (a) **You** must tell **us** if anyone offers to settle a claim.
  - (b) If **You** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further costs and expenses.
  - (c) **We** may decide to pay **you** the amount of damages that **you** are claiming, or that is being claimed against **you**, instead of starting or continuing legal proceedings.

# Conditions which apply to the whole policy (continued)

4. (a) **You** must tell the **representative** to have costs and expenses taxed, assessed or audited, if **we** ask for this.  
 (b) **You** must take every step to recover costs and expenses that **we** have to pay, and must pay **us** any costs and expenses that are recovered.
5. If the **representative** refuses to continue acting for **you** with good reason, or if **you** dismisses the representative without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
6. If **you** settle a claim or withdraw it without **our** agreement, or do not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim from **you** costs and expenses **we** have paid.
7. If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, **you** can contact the Financial Service Ombudsman's Bureau for help.  
 Any dispute between **you** and **us** (about **our** liability over a claim or the amount to be paid) must be referred (within 12 months of the dispute arising) to an arbitrator appointed jointly by **you** and **us**. If **you** and **we** cannot agree on an arbitrator, the President of the Law Society of Ireland will decide on the arbitrator and the decision of that arbitrator will be final. If **you** do not refer the dispute to arbitration within 12 months, **we** will treat the claim as abandoned.
8. **We** may, at **our** discretion, require **you** to obtain, at **your** expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by **you** and **us**, on the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the cost of obtaining the opinion.
9. **You** can cancel this policy by telling **us** within 14 days of taking it out; or at any time afterwards as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.
10. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
11. This policy will be governed by the laws of the Republic of Ireland.











*For our joint protection, we may record and  
monitor phone calls.*

**Aviva Direct Ireland Limited**

Aviva Direct Ireland Limited is regulated by the Central Bank of Ireland.  
Registered in Ireland No. 374895. Registered Office One Park Place, Hatch Street, Dublin 2.

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