



Motor Legal Expenses **Policy**

Important Information

Please read and keep safe

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



AVIVA

Welcome to
motor legal
expenses

Motor Legal Protection Plus policy index

General

Helpline Services	2
Special Notes	3
Customer Satisfaction	4
Definitions	5
What is covered	6
What is not covered	7

Aviva Direct Ireland Limited

Registered in Ireland number 374895 Registered office: One Park Place,
Hatch Street, Dublin 2.

Aviva Direct Ireland Limited is regulated by the Central Bank of Ireland

Helpline Services

We provide these services 24 hours a day, 7 days a week during the period of insurance. To help us check and improve our service standards, we record all calls.

Legal Advice Service –

Phone: 1890 253 065

We will give you confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland or the United Kingdom.

Drivers' Assistance Service –

Phone: 1890 253 065

We will arrange help for you if the insured vehicle cannot be driven because of an accident or breakdown in the Republic of Ireland or the United Kingdom. We will ask a contractor to help, but you must pay the contractor's costs, including call-out charges.

Health & Medical Information Service –

Phone: 1890 254 164

We will give you information over the phone on health and fitness, and nondiagnostic advice on medical matters.

Advice can be given on allergies, the side effects of drugs and how to improve general fitness.

We will not be responsible to you if the Helpline Services fail for reasons we cannot control.

Please phone 1850 666 888 to report a Motor Policy Claim.

Welcome to Motor Legal Protection Plus

This Legal Expenses policy is an extension of your Motor policy. DAS Legal Expenses Company Limited underwrites the cover for Aviva Direct Ireland Limited.

Legal Expenses Helpline –

1890 253 065

Motor Policy Claims **1850 666 888**

As a DAS policyholder, you are now protected by Europe's leading legal expenses insurer.

If you are involved in a motor accident, prosecuted for a motoring offence, have a motor contract dispute, need legal advice or need help with motoring emergencies, we are here to help you 24 hours a day, 365 days a year.

To make sure that you get the most from your DAS cover, please take time to read the policy, which explains the contract between you and us. If you have any questions or would like more information, please contact your insurance adviser.

Special notes

After a motor accident

If you are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. Let us have this information as soon as you can, either by giving it to your insurance adviser or by sending it to us at the address opposite.

If **you** are not sure what to do after an accident, call **our** Legal Advice Service.

If your vehicle cannot be driven

If your vehicle cannot be driven after an accident, our Drivers' Assistance Service can arrange for a garage to take it to a place you choose. You will have to pay the towing costs, so remember that most motor insurers only give cover for towing to a nearby garage.

However, if the accident was not your fault, we can usually recover the towing costs as part of **your** claim for uninsured losses.

How we help you

Once we have accepted your claim, we aim to recover your uninsured losses from the other person who caused the accident.

Uninsured losses could include the cost of repairing or replacing your vehicle, your motor insurance policy excess, compensation following injury or other out-of-pocket expenses.

We normally recover your uninsured losses or deal with motor contract disputes by appointing a solicitor to handle your claim. In most cases, we will choose the appointed solicitor for you. Claims outside the Republic of Ireland may be dealt with by DAS offices elsewhere in Europe.

If you are prosecuted for a motoring offence, we will appoint a solicitor to represent you.

Send your claim to:

DAS Legal Expenses Insurance Company Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2.
Telephone: **01 670 7470**
Fax: **01 416 1209**.

If you need any other help from us

You can phone us at any time on **1890 253 065** for legal advice on any personal legal problem or for help with general motoring emergencies.

When we cannot help

We will not be able to help you if we think there is little chance of recovering your uninsured losses or winning a case. Please do not ask for help from a solicitor before we have agreed. If you do, we will not pay the costs involved.

Customer Satisfaction

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

Director of Direct Business, Aviva Direct Ireland Limited, One Park Place, Hatch Street, Dublin 2.

If you are still not happy you may contact:

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

The following services can advise you on how to proceed further and may be able to help in resolving **your** problem:

- **The Department of The Financial Regulator**, PO Box 9138, College Green, Dublin 2.
- **The Financial Services Ombudsman's Bureau**, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. (If you use this service, it does not affect your right to take legal action).

This policy is underwritten by DAS Legal Expenses Insurance Company Limited.

Our Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH England.

Registered in England & Wales, number 103274.

DAS has websites at **www.das.ie** and **www.das.co.uk**

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.

This is your DAS Motor Legal Protection Plus Policy

Your policy only covers you if you have paid your premium. We agree to provide the insurance in this policy, keeping to the terms, conditions and exclusions as long as:

- the date of occurrence of the insured incident happens during the period of insurance and within the countries covered; and
- any legal proceedings will be dealt with by a court or other body which we agree to in the countries covered; and
- in civil claims it is always more likely than not you will recover damages (or other legal remedy) or make a successful defence.

Definitions

Wherever the following words or expressions appear in bold type they will have the meaning given to them below:

Policy

An Aviva commercial vehicle or private car insurance policy to which this legal expenses insurance attaches.

We, us, our

DAS Legal Expenses Insurance Company Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority of the United Kingdom.

Policyholder

The Aviva motor insurance policyholder who holds a current policy and whose principal place of residence is in the Republic of Ireland and who has been declared to and accepted by us.

You, your

You, and any passenger (other than a paying passenger) or driver who is in or on the insured vehicle with your permission. Anyone claiming under this policy must have the policyholder's agreement to claim.

Insured vehicle

The vehicle specified in the motor insurance policy issued with this policy. It also includes any caravan or trailer designed to be towed by that vehicle whilst it is attached to this vehicle.

Appointed lawyer

The lawyer, or other suitably qualified person, who has been appointed to act for **you** under Condition 2 of this policy.

Legal costs

All reasonable and necessary costs charged by the appointed lawyer on a party/party basis. Also the costs incurred by opponents in civil cases if you have to pay them, or pay them with our agreement including VAT where appropriate.

Countries covered

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.

Period of insurance

The period for which we have agreed to cover the policyholder and for which the policyholder has paid the premium, such period to run concurrently with the period of insurance for the relevant policy.

Date of occurrence

The date of the event, which may lead to a claim. If there is more than one event arising at the same time or from the same originating cause, then the date of occurrence is the date of the first of these events.

Insured Incidents

We will negotiate for the following.

1. Accident Loss Recovery and Personal Injury

To recover your uninsured losses and costs after an event which:

- (a) causes damage to the insured vehicle or to personal property in it; or
- (b) injures or kills you while he or she is in or on the insured vehicle; or
- (c) injures or kills the policyholder while the policyholder is driving another motor car or motor cycle; or
- (d) injures or kills the policyholder or any member of the policyholder's family (who always live with the policyholder) as a passenger in a motor vehicle, a cyclist or a pedestrian.

2. Motor Legal Defence

To defend your legal rights if an event leads to your prosecution for an offence connected with the use or driving of an insured vehicle, but not a parking offence or an offence which suggests dishonesty by you.

3. Motor Contract Disputes

The policyholder's legal rights in a contractual dispute arising from an agreement which the policyholder has for buying, selling, hiring or insuring an insured vehicle or its spare parts or accessories or the service, repair or testing of

an insured vehicle. The policyholder must have entered into the agreement during the period of insurance. The amount in dispute must be more than €126.

What is covered?

If an appointed lawyer is appointed by us, we will pay the legal costs for insured incidents under Motor Legal Protection.

For insured incidents involving the death of or injury to you we will initially pay the application fee required by the Injuries Board (IB).

For all insured incidents we will help in appealing or defending an appeal provided that you tell us that you want us to appeal within the time limits allowed. Before we pay any legal costs for appeals, we must agree that it is more likely than not that the appeal will succeed. The most we will pay for all claims resulting from one or more event arising at the same time or from the same cause is €130,000.

What is not covered by this policy:

1. A claim where the policyholder has 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. Any legal costs that are incurred before we agree to pay them.
3. The insured vehicle being used by anyone who does not have valid driving licence and/or insurance;
4. Fines, damages or other penalties, which you are ordered to pay by a court or other authority;
5. Any claim relating to the settlement payable under an insurance policy.
6. The use of an insured vehicle by you for hire or reward or in connection with the motor trade or your participation in racing, rallies, competitions or trials of any kind whatsoever.
7. Any claim caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
8. Any disagreement with us that is not in Condition 7.
9. The cost of obtaining a medical report when registering a claim with the Injuries Board (IB).
10. Any legal action you take which we or the appointed lawyer have not agreed to or where you do anything that hinders us or the appointed lawyer.
11. Your use or alleged use of the insured vehicle under the influence of alcohol or drugs.
12. Any claim arising from an event, which happens, or a series of events, which starts, outside the period of insurance.
13. Any claim which is false or fraudulent
14. Any claim more specifically insured or any amount that you cannot recover from a more specific insurance because the insurer refuses the claim.

Conditions

You must:

1. (a) keep to the terms and conditions of this policy;
 - (b) take reasonable steps to keep any amount we have to pay as low as possible;
 - (c) try to prevent anything happening that may cause a claim;
 - (d) send everything we ask for, in writing;
 - (e) give us full details 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 an appointed lawyer (by sending us a suitably qualified person's name and address) if:
 - (i) we agree to start court 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 an appointed lawyer.

- (d) An appointed lawyer will be appointed by us and represent you according to our standard terms of appointment. The appointed lawyer must cooperate fully with us at all times.
 - (e) We will have direct contact with the appointed lawyer.
 - (f) You must co-operate fully with us and with the appointed lawyer and must keep us up-to-date with the progress of the claim.
 - (g) You must give the appointed lawyer any instructions that we require.
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 legal costs.
 - (c) You must not negotiate or agree to settle a claim without our approval.
 - (d) We may decide to pay **you** the amount of damages he or she is claiming instead of starting or continuing legal proceedings.

4. You must:
 - (a) tell the appointed lawyer to have legal costs taxed, assessed or audited, if we ask for this;
 - (b) take every step to recover legal costs and Injuries Board application fee that we have to pay and must pay us any legal costs and Injuries Board application fee that are recovered.
5. If an appointed lawyer refuses to continue acting for you with good reason, or if you dismiss an appointed lawyer without good reason, the cover we provide will end at once, unless we agree to appoint another appointed lawyer.
6. If you stop a claim without our agreement, or do not give suitable instructions to an appointed lawyer, the cover we provide will end at once.
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 Services Ombudsman 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 can cancel this policy at any time as long as we tell the policyholder at least 14 days beforehand. The policyholder can cancel this policy at any time as long they tell us at least 14 days beforehand. If **we** cancel You may be entitled to a pro rata return of premium.
9. 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.
10. This policy will be governed by the laws of the Republic of Ireland.
11. You cannot transfer your rights under this legal expense insurance.
12. We may pursue legal proceedings in your name to recover any payments the insurer has made under this legal expenses insurance.



*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.

A private company limited by shares.