



Motor Legal Expenses **Policy**

Important Information

Please read and keep safe

Motor Legal Expenses Policy

Welcome & Your Policy	2
Definitions	3
Helpline Services	4
Making a Claim	5
Complaints Policy	6
Section 1 - Insured Incidents (What is covered)	7
Section 2 - Exclusions (What is not covered)	8
Conditions	9
Data Protection	11

Motor Legal Protection Plus is arranged by Aviva Direct Ireland Limited and administered and underwritten by DAS Legal Expenses Insurance Company Limited. 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 in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules.

Welcome to Motor Legal Expenses

Welcome to your motor legal expenses policy booklet. This cover is a standard benefit you receive with your private car insurance policy which has been issued by Aviva Direct Ireland Limited. The period of cover under this **policy** runs concurrently with the **period of insurance** for the private car insurance **policy** that this **policy** was issued with and that remains in force. If **you** cancel **your** private car insurance all cover under this **policy** will also be cancelled. DAS Legal Expenses Insurance Company Limited administer and underwrite the cover under this **policy** issued to **you** by Aviva Direct Ireland Limited.

If **you** are involved in a motor accident, prosecuted for a motoring offence, have a motor contract dispute, need general 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** Motor legal expenses cover, please take time to read this **policy**, which explains the contract between **you** and **us**.

If **you** have any questions or would like more information, please contact DAS Legal Expenses Insurance Company Limited on

1890 253 065

Your Motor Legal Expenses 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**, as shown in **your** private car insurance schedule and which remains in force, and within the **Countries covered**; and

- any legal proceedings will be dealt with by a court or any other official judiciary system within the **Countries covered** by this **policy**; and
- there are reasonable prospects for a civil case, (the prospect that the insured person will recover losses or damages or obtain any other legal remedy which we have agreed to, including an enforcement of judgement), or have a reasonable prospect of successful defence of a civil case. **We**, or an **appointed lawyer**, will assess whether there are reasonable prospects. For criminal cases there is no requirement for there to be a prospect of a successful outcome.

The law which applies to the contract

Under European law and the law of the Republic of Ireland, **you** and **we** can choose the law which will apply to this contract. **We** propose that the law of the Republic of Ireland will apply. This insurance is provided by **us**, DAS Legal Expenses Insurance Company Limited.

Insurance Act 1936 (Section 93)

All money which is paid or may be paid by us to you under this policy will be paid in the Republic of Ireland.

Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in line with Section 5 of the Stamp duties Consolidation Act 1999.

Definitions

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

Policy

A private car insurance **policy** issued by Aviva Direct Ireland Limited to which this motor legal expenses policy attaches, as shown in your private car insurance **policy** schedule, and which remains in force.

We, us, our

DAS Legal Expenses Insurance Company Limited, which is authorized by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules.

Policyholder

The Aviva Insurance Ireland DAC 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 of time covered as shown in **your** private car insurance **policy** schedule issued by Aviva Insurance Ireland DAC to which this Motor legal expenses policy attaches, which remains in force and for which the **policyholder** has paid the premium (**note**: the period of covers runs concurrently with the **period of insurance** for the private car insurance **policy** that this **policy** was issued with and remains in force).

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.

Helpline Services – What assistance is provided to you

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

We provide the following services;

1. 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.

Our legal advisors provide advice on the laws of the Republic of Ireland 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of specialist matters, **we** will refer **you** to one of **our** specialist advisors.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, **we** will call **you** back.

For this Legal Advice Service call us on 1890 253 065

2. Health & Medical Information Service

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

For this Health & Medical Information Service call us on 1890 254 164

2. Counselling

We will provide **you** with a confidential counselling service over the phone if **you** are aged 18 or over including, where appropriate, onward referral to relevant voluntary or professional services.

For this Counselling service call us on 1850 670 407.

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

Motor Accident Line

If **you** have had an accident which may give rise to a claim under **your** motor insurance **policy** issued by Aviva Direct Ireland Limited you must notify **your** motor insurer immediately. **You** can contact them 24 hours a day, 365 days a year on 1890 666 888 for help and advice on all motor claims including windscreen damage claims.

Making A Claim

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, **we** may also request a Garda report providing details of the accident. **You** must let us know as soon as possible after any accident which may give rise to a claim under this **policy** such requested information, 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 on 1890 253 065.

Summary of How **we** will help **you**

(Please see Section 1 for full cover details and Section 2 for exclusions)

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

Uninsured losses occur when **you** are an innocent third party in a motor accident and such 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 **you** may have.

We normally recover **your** uninsured losses or deal with motor contract disputes by appointing a lawyer to handle **your** claim. In most cases, **we** will choose the **appointed lawyer** for **you**.

If you are prosecuted for a motoring offence connected with the use or driving of the **insured vehicle**, **we** will appoint a lawyer to represent **you**. However, if the offence relates to parking, motor tax, motor insurance or any offence which suggests dishonesty by **you**, **we** will not appoint a lawyer to represent **you**.

Claims outside the Republic of Ireland but within the **Countries covered** may be dealt with by DAS offices elsewhere in Europe.

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. **We** may issue a claim form to **you** which **you** must complete and return to **us**.

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 retain the services of a lawyer before **we** have agreed this in advance with **you**. If **you** do, **we** will not pay the cost involved.

Complaints Policy

We aim to give excellent service to all **our** customers; however, **we** recognise that things may occasionally go wrong. **We** will do **our** best to deal with **your** complaint as effectively and quickly as possible.

If **you** think **we** have let **you** down, please contact **us** during standard office hours on **01 670 7470** or email on **customerrelations@das.ie**

Or please write to our Head of Operations at **DAS Legal Expenses Insurance Company Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20.**

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

If **you** are still not satisfied **you** can contact the **Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.**

Phone: **01 567 7000**

E-mail: **info@fspo.ie**

Website: **www.fspo.ie**

You can also contact the Insurance Information Service at **Insurance Ireland, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8** or by phoning **01 676 1820.**

Website: **www.insuranceireland.eu**

Using these services does not affect your right to take legal action

DAS Head and Registered Office:

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, company number 103274. Registered as a branch in Ireland under number 903779.

Website: **www.das.ie**

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland (C738) for conduct of business rules.

Section 1 - Insured Incidents (What is Covered)

We will provide legal representation for the services covered under this **policy** through **our** panel of solicitors 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 **you** are 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 in a court of law if an event leads to **your** prosecution for an offence connected with the use or driving of an **insured vehicle**, but not an offence relating to parking, motor tax, motor insurance or any offence which suggests dishonesty by **you**.

3. Motor Contract Disputes

To defend 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.

4. Other Covers

For insured incidents involving the death of or injury to **you we** will initially pay the application fee required by the Injuries Board (IB). These costs will be recovered at the settlement of the claim.

All insured incidents under Section 1

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.

Section 2 - Exclusions (What is not Covered)

This **policy** does not cover:

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 **us** all documents, proof, information and any letter or legal summons or similar document **we** may request from **you**;
(e) **You** must let **us** know immediately about any event which may give rise to a claim under this **policy** and give **us** any information **we** need or request.
2. **We** can take over and conduct, in your name, any claim or legal proceedings at any time.
3. **We** can negotiate and settle any claim on **your** behalf.
 - (a) Subject to **our** approval, you may 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.
 - (b) In all circumstances except those in 2(b) above, we are free to choose an appointed lawyer.
 - (c) 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.

- (d) **We** will have direct contact with the **appointed lawyer**.
 - (e) **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.
 - (f) **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.

Conditions (continued)

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 and Pensions Ombudsman office 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. **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.

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 Irish Law. All Acts of the Oireachtais within the **policy** wording shall include any subsequent amendment or replacement legislation.
12. **You** cannot transfer **your** rights under this legal expense insurance.
13. **We** may pursue legal proceedings in **your** name to recover any payments the insurer has made under this motor legal expenses policy.

Data Protection

In order to provide and administer the legal advice service and legal expenses insurance cover provided in this policy we must process your personal data (including sensitive personal data) that we collect from you in accordance with our Privacy Policy. To do so, we may need to send your information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact you to ask for your feedback, or members of the DAS UK Group.

To give you legal advice, we may have to send information outside the European Economic Area. Some of the organisations we share information with are located outside of the European Economic Area. These locations may not provide an adequate level of protection. We'll always take steps to ensure that any such transfer of information is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us in one of the ways described below.

We will not disclose your personal data to any other person or organisation unless we are required to by our legal and regulatory obligations, or for the prevention and detection of crime, including fraud and financial sanctions. To prevent and detect crime we may use and share your data with other organisations and public bodies, including the Gardaí and anti-fraud organisations.

We collect and use personal information about you so that we can provide you with an insurance policy that suits your insurance needs. This notice explains the most important aspects of how we use your information and what rights you have in relation to your

personal information but you can get more information about the terms we use and view our full Privacy Policy at our Privacy page on www.das.ie, request a copy by writing to us at Data Protection Officer, DAS Legal Expenses Insurance Company Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20 or call us at **01 670 7470**

The data controller responsible for this personal information is DAS Legal Expenses Insurance Company Limited ("**we**" "**us**" "**our**") as the insurer of the product. Additional controllers include your intermediary (Aviva Insurance Direct Limited) who is responsible for the sale and distribution of the product, any applicable reinsurers and any solicitor used by you or us in the provision of the service under this policy.

1. Personal information **we** collect

Your data: The personal information we collect and use may include your name, address, telephone number and/or email address, date of birth or age, occupation, other products you have purchased from us, insurance requirements including details about your home or vehicle, claims history, employer details (where necessary), driver licence details, details, marital status, unspent criminal convictions and penalty points, Road Traffic offences.

Other people's data: As well as collecting personal information about you, we may also use personal information about other people, for example family members you are covered by this policy.

Data Protection (continued)

Note: If you are providing information about another person we expect you to show them this data protection notice and ensure that they have given you permission to provide this information to us so that we can provide a quote. If they have any concerns, please ask them to contact us at 01 670 7470.

Claims data: If a claim is made we may also collect personal information about the claim from you and any relevant third parties.

Note: You don't have to provide us with any personal information, but if you don't provide the information we need we may not be able to provide you with the services under this product or any claim you make. We will let you know what information is required to proceed with any claim you make. When you purchase your motor insurance policy, the following information will be provided to **us** by **your** intermediary to allow **us** to provide the service to you;

- (a) Name of the policyholder as shown on your motor insurance policy
- (b) Address as shown on your motor insurance policy
- (c) The Motor insurance policy number associated with this policy

Health data: We may need to ask for details relating to your health, the health data of somebody else covered under this policy or injuries you have sustain. This will be for the purposes of providing you with the services under this policy and making a claim.

Criminal conviction data: We may ask for details relating to any unspent criminal convictions you and anybody else covered under your policy may have. This will be for the purposes of providing you with the services under this policy and making a claim.

We recognise that information about health data and criminal convictions is particularly sensitive information. We will only collect and use such data from you for the purposes of providing you with the services under this policy and making a claim. We may also need to use your health and/or criminal data for the purposes of establishing, exercising or defending legal rights, including in connection with advice, claims, or proceedings, and where authorised by law.

2. How we collect your personal information

We may collect personal information about you or other people, for example family members you are covered by this policy, from:

- you;
- others covered by this policy;
- other people who live with you in an insured property or drivers covered to drive under your car policy;
- your intermediary (Aviva Direct Limited);
- publicly available information including social media websites and online content, newspaper articles, TV, radio and other media content, court judgements;
- third parties involved in a claim (including a claimant, private investigators engaged by us, witnesses, solicitors and independent experts).

3. How we use your personal information

We may collect and use your information for the purposes, and on the legal basis, set out below:

Purpose for which it is used	Our legal basis for using it
To verify your identity	<ul style="list-style-type: none">• To perform the policy• To comply with our legal obligations
To provide you with insurance cover and administer your insurance policy, including dealing with any queries about your policy.	<ul style="list-style-type: none">• To perform the policy
To validate, investigate and/or process any claims you or another person makes in relation to your insurance policy.	<ul style="list-style-type: none">• To perform the policy• To comply with our legal obligations
To comply with laws and regulations	<ul style="list-style-type: none">• To comply with our legal obligations

4. How we share your personal information with others

We may share your personal information:

- with our agents and third parties who provide services to us, (either directly or via those acting for us such as solicitors, loss adjusters or investigators) to help us administer our products and services;
- with regulatory bodies and law enforcement bodies, including the Gardaí, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation; and

- with reinsurers who provide reinsurance services to DAS. Reinsurers will use your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

5. How long we keep your personal information for

Where you purchase a product from us, information will be held for the duration of your insurance cover and for at least six years after our relationship ends in order to comply with applicable laws and regulations and for use in connection with any claims. For more information on our data retention policies please see our Privacy Policy or contact us.

6. Your rights in relation to your personal information

You have various rights in relation to your personal information, including:

- the right to request access to your personal information;
- correct any mistakes on our records;
- erase or restrict records where they are no longer required;
- to move certain data to other providers;
- where we rely on your consent as our legal basis for use of your personal data you have a right to withdraw your consent to such use.

Data Protection (continued)

Note: you have the right to object to use of personal information based on legitimate business interests. If you do object, we will have an opportunity to demonstrate that there are compelling legitimate grounds which override your rights and freedoms or that processing is necessary for the establishment, exercise or defence of legal claims. Please note that any successful objection may prevent us assessing future claims and/or the policy may be cancelled.

7. Contacting us

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact us by either emailing us at **dataprotection@das.co.uk**, writing to DAS Legal Expenses Insurance Company Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20. If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Office of the Data Protection Commissioner at any time.



*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.