



# Motor Legal Expenses **Policy**

## **Important Information**

Please read and keep safe

# Motor Legal Expenses Policy

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Motor Legal Protection Plus is arranged by Aviva Direct Ireland Limited and administered and underwritten by ARAG Legal Protection Limited is registered in Republic of Ireland number 639625. Registered address: Europa House, Harcourt Centre, Harcourt Street Dublin 2, D02 WR20. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

ARAG Legal Protection Limited is a coverholder of the insurer ARAG Insurance Company Limited, a Branch of ARAG Allgemeine Versicherungs-AG. ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, 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. ARAG Legal Protection 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 ARAG Legal Protection Limited on **0818 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**, ARAG Legal Protection 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

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## 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).

## Definitions (Continued)

### 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 0818 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 0818 254 164**

### **3. 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 1800 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 1800 147 147 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 0818 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 ARAG offices elsewhere in Europe.

## If **you** need any other help from **us**

**You** can phone us at any time on **0818 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@arag.ie**

Or please write to our Head of Operations at **ARAG Legal Protection 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.

## **ARAG Head and Registered Office:**

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# 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

Privacy statement This is a summary of how we collect, use, share and store personal information. To view our full privacy statement, please see our website: [www.Arag.ie](http://www.Arag.ie)

1. Personal information we collect ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement. We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.
2. Using personal or sensitive information The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations. We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.
3. Keeping personal information We shall not keep personal information for any longer than necessary.
4. Your rights Any person insured by this policy has a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use

of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when we will not be able to delete personal data, please refer to our full privacy statement.



*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: Cherrywood Business Park, Dublin, Ireland, D18 W2P5.

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