



# Home Legal Expenses **Policy**

| Retirement | Investments | **Insurance** |





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Home Legal Expenses 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 **Home** Legal Expenses

Welcome to your home legal expenses policy booklet. This cover is a standard benefit you receive with your home insurance policy which has been issued by Aviva Direct Ireland Limited. The period of covers under this policy runs concurrently with the **Period of insurance** for the **home insurance policy** that this **policy** was issued with and that remains in force. If you cancel your home 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.

To make sure that you get the most from your home legal expenses 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 ARAG Legal Protection Limited on **0818 253 065**

## Your **Home** 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 home insurance schedule** and which remains in force, 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
- 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 judgment), or have a reasonable prospect of successful defence of a civil case. **We**, or a **representative**, will assess and determine whether there are reasonable prospects for a case to proceed. 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 **home** insurance **policy** issued by Aviva Direct Ireland Limited to which this legal expenses insurance **policy** attaches, as shown in **your home** insurance **policy** schedule, and which remains in force.

## We, us, our

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## Policyholder

The Aviva Insurance Ireland DAC **home** 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

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.

## Home

The house insured by **you** as specified in the home insurance **policy** and which is owned by **you**.

## 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 home** insurance **policy** schedule issued by Aviva Direct Ireland Limited to which this legal expenses insurance **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 **home** insurance policy that this **policy** was issued with and remains in force).

## 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** committed, or are alleged to have committed the offence in question.

- (c) For the purposes of *Section 1 - Insured Incident - Sub Section 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.

## Revenue audit

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

## Representative(s)

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

## Legal costs

All reasonable and necessary costs charged by the **Representative** on a party/party basis. For the purposes of *Section 1 - Insured Incident - Sub Section 1 Bodily Injury* we will initially pay the application fee required by the Injuries Board (IB).

# 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** may record all calls.

Once **we** have accepted **your** claim, **we** will 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, United Kingdom, Channel Islands and Isle of Man.

**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 very 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 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 phone us on 1800 670 407.**

## 4. Identity theft Service

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

**For this Identity theft service phone us on 0818 252 922.**

**The helpline is open 9am to 5pm, Monday to Friday. We will not be responsible to you if the Helpline Services fail for reasons we cannot control.**

## Home Claim Line

If **you** have had an accident which may give rise to a claim under **your home** insurance policy, which has been issued by Aviva Insurance Ireland DAC, **you** must notify **your home** insurer immediately. **You** can contact them 24 hours a day, 365 days a year on 1800 147 147 for help and advice on all **home** insurance claims.

**Please phone 1800 147 147 to report a Home insurance claim**

# Making a Claim

If **you** are involved in an incident or accident, remember to write down as many details as possible, including the names and addresses of anyone who may have been involved or seen the incident or accident, **we** may also request a Garda report providing details of any incident.

**You** must let **us** know as soon as possible after any incident which may give rise to a claim under this **policy** and provide any such requested information, either by giving it to **your** insurance adviser or by sending it to **us** at the address opposite.

## 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 issues. If **you** are not sure what to do after an incident, call **our** Legal Advice Service on **0818 253 065**.

If **we** cannot deal with **your** personal legal problem through the legal advice **we** provide **you** over the helpline services provided and the issue needs to be dealt with as a potential claim under this **policy** (with the other covers provided), please phone **us** on **01 670 7470** and **we** will send **you** a claim form.

**We** cannot confirm cover for **your** claim over the phone. Please send **your** completed claim form or written details of **your** claim to the **Claims Department, ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin, D02 WR20** or email to **claims@ARAG.IE**

## When we cannot help

**We** will not be able to help you if **we** think there is little chance winning a case, recovering losses or damages or obtain any other legal remedy which **we** have agreed to, including an enforcement of judgment. Please do not retain the services of a lawyer, or anyone else, 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)

## 1. Bodily Injury

To **defend 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).

### Exclusions to Sub Section 1 – Bodily Injury

- (a) Illness or bodily injury, which happens gradually or is not caused by a specific or sudden accident.
- (b) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to you.
- (c) Clinical negligence.
- (d) The cost of obtaining a medical report when registering a claim with the IB.

## 2. Clinical Negligence

To **defend 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 performed by a qualified medical professional.

### Exclusions to Sub Section 2 – Clinical Negligence

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

## 3. Contract Disputes

- (1) To defend **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 goods or services; or
  - (b) selling goods;
- (2) To defend **your** legal rights in a contractual dispute 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.

### Exclusions to Sub Section 3 – Contract Disputes

A claim relating to:

- (a) a contract regarding **your** trade, profession, occupation, employment, or any business venture;
- (b) construction work on any land, or designing, converting or extending any building where the contract value exceeds €7,500 (including VAT);
- (c) 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);

- (d) a dispute arising from any loan, mortgage, pension, investment, borrowing or any other financial product;
- (e) 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.

## 4. Identity theft

### 1. Identity theft support service

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

### 2. Legal costs

Following **your Identity theft**:

- (a) **we** will pay **Legal costs** to reestablish **your** identity including costs for the signing of statutory declarations or similar documents;
- (b) **we** will defend **your** legal rights in a dispute with debt collectors or any party pursuing legal action against **you** arising from or relating to **Identity theft**;
- (c) **we** will pay loan-rejection fees and any re-application administration fee for a loan when **your** original application has been rejected due to **Identity theft** **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 ever previously suffered **Identity theft**; and
- (iii) **you** take all reasonable action to prevent continued unauthorised use of **your** identity.

### Exclusions to Sub Section 4 – Identity Theft

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

## 5. Employment Disputes

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

### Exclusions to Sub Section 5 – Employment Disputes

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

## 6. Property Protection

**We** will:

- (a) defend **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);
- (3) a trespass.

### Exclusions to Sub Section 6 – Property Protection

- (a) A claim relating to:
  - (i) a contract entered into by **you**;
  - (ii) any building or land other than **your** principal or holiday home;
  - (iii) someone legally taking **your** material property from **you**, whether you are offered money or not, or restrictions or controls placed on **your** material property by any government or public or local authority;
  - (iv) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;
  - (v) mining subsidence.
- (b) 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 audit** relating to **your** self-assessment tax return, **we** will arrange for a **Representative** to negotiate for **you**, and represent **you** in any appeal proceedings.

### Exclusions to Sub Section 7 – Tax Protection

- (a) A claim relating to an off shore account held by **you**.
- (b) The tax affairs of a company, or any claim if **you** are self-employed, a soletrader, or in a business partnership.
- (c) Any Revenue Commissioner’s audit where **you** have not submitted a selfassessment tax return.

### 8. Legal Defence

- (1) **we** will defend **your** legal rights if an event arising from **your** work as an employee leads to:
  - (a) **you** 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.

### Exclusions to Sub Section 8 – Legal Defence

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

### 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 €65,000

## Section 2 - General 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** Fines, damages or other penalties, which **you** are ordered to pay by a court or other authority;
- 4** Any claim relating to the settlement payable under an insurance **policy**.
- 5** Any 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;
  - (d)** pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 6** Any disagreement with **us** that is not in Condition 7.
- 7** The cost of obtaining a medical report when registering a claim with the Injuries Board (IB).
- 8** Any legal action **you** take which **we** or the **representative** have not agreed to or where **you** do anything that hinders us or the **representative**.
- 9** Costs and expenses arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry.
- 10** Any claim arising from an event, which happens, or a series of events, which starts, outside the **Period of insurance**.
- 11** Any claim which is false or fraudulent or where part thereof is false or fraudulent.
- 12** Any claim more specifically insured or any amount that **you** cannot recover from a more specific insurance because the insurer refuses the claim.

# Conditions

- 1 **You** must:
    - (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. **We** can negotiate and settle any claim on **your** behalf.
  - 3 (a) subject to **our** prior approval, **you** may choose a **representative** (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 3(a) above, **we** are free to choose a **representative**.
  - (c) A **representative** will be appointed by **us** and represent **you** according to agreed terms of appointment between both parties. The appointed lawyer must cooperate fully with us at all times.
  - (d) **we** will have direct contact with the **representative**.
  - (e) **You** must co-operate fully with **us** and with the **representative** and must keep **us** up-to-date with the progress of the claim.
  - (f) **You** must give the **representative** any instructions that **we** require.
- 4 (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.
- 5 **You** must:
    - (a) tell the **representative** 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.

- 6 If a **representative** refuses to continue acting for **you** with good reason, or if **you** dismiss a **representative** without good reason, the cover **we** provide will end at once, unless we agree to appoint another **representative**.
- 7 If **you** stop a claim without **our** agreement, or do not give suitable instructions to a **representative**, the cover **we** provide will end at once.
- 8 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.
- 9 **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.
- 10 **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.
- 11 **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.
- 12 This **policy** will be governed by Irish Law. All Acts of the Oireachtas within the **policy** wording shall include any subsequent amendment or replacement legislation.
- 13 **You** cannot transfer **your** rights under this legal expense insurance.
- 14 **We** may pursue legal proceedings in **your** name to recover any payments the insurer has made under this home legal expenses policy.

# 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 One Park Place, Hatch Street, Dublin 2.

A private company limited by shares.