



MOTOR

LEGAL PROTECTION PLUS

THIS IS YOUR POLICY WORDING



FIRST FOR JUSTICE

HELPLINE SERVICES

We provide these services 24 hours a day, seven days a week during the **period of insurance**. To help **us** check and improve **our** service standards, **we** record all calls, except those to the Counselling Service.

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

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

LEGAL ADVICE SERVICE

1850 670 747

We will give the **insured person** confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland and the United Kingdom.

DRIVERS' ASSISTANCE SERVICE

1850 670 747

We will arrange help for an **insured person** 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 the **insured person** must pay the contractor's costs, including call-out charges.

COUNSELLING SERVICE

1850 670 407

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

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

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WELCOME TO MOTOR LEGAL PROTECTION PLUS

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 DAS Legal Expenses Insurance Company.

It will help you if you keep the following points in mind:

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: **01 670 7473**

IF YOU NEED ANY OTHER HELP FROM US

You can phone **us** at any time on **1850 211 433** 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.

PROBLEMS

We will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Operations Manager at **DAS Legal Expenses Insurance Company Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin 2**

Or **you** can phone **us** on **01 670 7470** or email **us** at **customerrelations@das.ie**

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

If **you** are still not happy **you** can contact the Financial Services Ombudsman's Bureau at **3rd Floor | Lincoln House | Lincoln Place | Dublin 2**. (If **you** use this service it does not affect **your** right to take legal action.)

CANCELLATION RIGHT

We hope **you** are happy with the cover this policy provides. However, **you** may cancel it without notice within 14 days of taking it out. After this, **you** can cancel it at any time by telling the person who sells **you** the policy, but **you** must give 14 days notice of cancellation. **You** can ask the person who sells **you** this insurance about getting a refund of premium if **you** cancel the policy.

Our Head and Registered Office is:

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

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. 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 **territorial limit**; and
- any legal proceedings will be dealt with by a court or other body which **we** agree to in the **territorial limit**; and
- in civil claims it is always more likely than not an **insured person** will recover damages (or other legal remedy) or make a successful defence.

THE MEANING OF WORDS IN THIS POLICY

We, us, our	DAS Legal Expenses Insurance Company Limited.
You, your	The person who has taken out this policy.
Insured person(s)	You , and any passenger or driver who is in or on the insured vehicle with your permission. Anyone claiming under this policy must have your agreement to claim.
Insured vehicle	The vehicle (below 7.5 tonnes total vehicle weight) specified in the motor insurance policy issued with this policy. It also includes any caravan or trailer attached to this vehicle.
Representative	The lawyer, accountant or other suitably qualified person, who has been appointed by us to act for an insured person in accordance with the terms of this policy.
Period of insurance	The period for which we have agreed to cover an insured person .
Date of occurrence	The date of occurrence is 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.
Costs and expenses	<p>(a) Legal costs All reasonable and necessary costs chargeable by the representative on a party/ party basis.</p> <p>(b) Accountants costs All reasonable and necessary costs reasonably incurred by the representative.</p> <p>(c) Opponents' costs Costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with our agreement.</p>
Territorial limit	The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, and Turkey.
For all other insured incidents	The Republic of Ireland.

INSURED INCIDENTS

We will negotiate for the following.

1 ACCIDENT LOSS RECOVERY AND PERSONAL INJURY

To recover an **insured person's** 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 an **insured person** while he or she is in or on the **insured vehicle**; or
- (c) injures or kills **you** while **you** are driving another motor car or motor cycle; or
- (d) injures or kills **you** or any member of **your** family (who always live with **you**) as a passenger in a motor vehicle, a cyclist or a pedestrian.

2 MOTOR LEGAL DEFENCE

To defend an **insured person's** legal rights if an event leads to the prosecution of an **insured person** 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 the **insured person**.

3 MOTOR CONTRACT DISPUTES

Your legal rights in a contractual dispute arising from an agreement which **you** have 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**. **You** must have entered into the agreement during the **period of insurance**. The amount in dispute must be more than €150.

WHAT IS COVERED

- 1 If a **representative** is appointed by **us**, **we** will pay the **legal costs** for **insured incidents** under Motor Legal Protection Plus.
- 2 For **insured incidents** involving the death of or injury to an **insured person we** will pay the application fee required by the Injuries Board (IB).
- 3 For all **insured incidents we** will help in appealing or defending an appeal provided that the **insured person** tells **us** that he or she wants **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.
- 4 The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause, is €130,000.

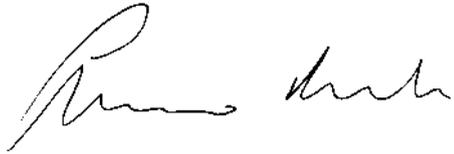
WHAT IS NOT COVERED BY THIS POLICY

- 1 Any claim reported to **us** more than 180 days after the date an **insured person** should have known about the **insured incident**.
- 2 Any **costs and expenses** that are incurred before **we** agree to pay them.
- 3 The **insured vehicle** being used by anyone who does not have valid motor insurance.
- 4 Fines, damages or other penalties which an **insured person** is 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 an **insured person** for hire or reward or in connection with the motor trade.
- 7 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.
- 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 IB.
- 10 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 11 Any legal action an **insured person** takes which **we** or the **representative** have not agreed to or where the **insured person** does anything that hinders **us** or the **representative**.

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

- 1 An **insured person** must:
 - (a) keep to the terms and conditions of this policy;
 - (b) try to prevent anything happening that may cause a claim;
 - (c) take reasonable steps to keep any amount **we** have to pay as low as possible;
 - (d) send everything **we** ask for, in writing;
 - (e) give **us** full in writing of any claim as soon as possible and give **us** any information **we** need.
- 2
 - (a) **We** can take over and conduct in the name of an **insured person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of an **insured person**.
 - (b) An **insured person** is free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:
 - (i) **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
 - (ii) there is a conflict of interest.**We** may choose not to accept an **insured person's** choice, but only in exceptional circumstances. If there is a disagreement over the choice of **representative** in these circumstances, the **insured person** may choose another suitably qualified person.
 - (c) In all circumstances except those in 2(b) above, **we** are free to choose a **representative**.
 - (d) Any **representative** will be appointed by **us** to represent the **insured person** according to **our** standard terms of appointment. The **representative** must co-operate fully with **us** at all times.
 - (e) **We** will have direct contact with the **representative**.
 - (f) An **insured person** must co-operate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.
 - (g) An **insured person** must give the **representative** any instructions that **we** require.
- 3
 - (a) An **insured person** must tell **us** if anyone offers to settle a claim.
 - (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay any further **costs and expenses**.
 - (c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
- 4
 - (a) An **insured person** must tell the **representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
 - (b) An **insured person** must take every step to recover **costs and expenses** and IB application fee that **we** have to pay, and must pay **us** any **costs and expenses** and IB application fee that are recovered.
- 5 If the **representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses the **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
- 6 If an **insured person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim from **you costs and expenses we** have paid.
- 7 If **we** and an **insured person** disagree about the choice of **representative**, or about the handling of a claim, **we** and the **insured person** can choose another suitably qualified person to decide the matter. **We** and the **insured person** must both agree to the choice of this person in writing. Failing this, **we** will ask the president of the Law Society of Ireland to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose argument is rejected.
- 8 **We** may, at **our** discretion, require the **insured person** to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the **insured person** 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 an **insured person** 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 **you** at least 14 days beforehand. **You** can cancel this policy at any time as long as **you** tell **us** at least 14 days beforehand.
- 10 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
- 11 This policy is governed by the Laws of the Republic of Ireland.

A handwritten signature in black ink, appearing to read 'Andrew Burke', written in a cursive style.

Andrew Burke
Chief Executive Officer, DAS Group

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IMPORTANT INFORMATION

CLAIMS HELPLINE

Call 01 670 7470 when you need to make a claim

ADVICE HELPLINE

Call 1850 670 747 when you require advice

COUNSELLING HELPLINE

Call 1850 670 407 for confidential counselling

COMPLAINTS

Call 01 670 7470 when you wish to make a complaint

For more about the helpline services, please see page 2.

Please refer to the insurance certificate issued with this policy.

Please note that all calls made to and from DAS Ireland (apart from those to the Counselling Helpline) are recorded for training and quality purposes.

Policy number

Stationery number

Period of insurance from

Period of insurance to