

Motor Legal Protection Plus Policy Wording



Important Information

This is your Motor Legal Protection Plus policy – it includes everything you need to know about your cover.

We suggest you keep this document in a safe place as you will need to refer to it if you need to make a claim.

Helpline services

An **insured person** can contact **us** 24 hours a day, seven days a week during the **period of insurance**. However, **we** may need to arrange to call the **insured person** back depending on their enquiry. All helplines apply to the Republic of Ireland and United Kingdom. To help **us** check and improve **our** service standards, **we** may record all calls.

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

Call **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. Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser.

However if this is not possible they will arrange a call back at a time to suit the **insured person**.

Our legal advisers 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 the **insured person** to one of **our** specialist advisers. This will include certain areas of law for Scotland and Northern Ireland.

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.

DRIVERS' ASSISTANCE SERVICE

Call **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

Call **1850 670 407**

We will provide an **insured person** with a confidential counselling service over the phone if they are aged 18 years or over (or aged between 16 and 18 and in full-time employment) including, where appropriate, onward referral to relevant voluntary or professional services.

Any costs arising from the use of these referral services will not be paid by **us**.

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

Contents

Important information	2
Helpline services	2
Assistance service	2
The meaning of words in this policy	4
Welcome to ARAG Motor Legal Protection Plus	5
After a motor accident	5
If your vehicle cannot be driven	5
How we help you	5
If you need any other help from us	6
When we cannot help	6
How to make a complaint	6
Cancellation right	6
This is your ARAG Motor Legal Protection Plus policy	7
Insured incidents	7
What is covered	8
What is not covered by this policy	8
Policy conditions	9
Privacy statement	11
Important information	back cover

The meaning of **words** in this policy

The following words have these meanings wherever they appear in this policy in bold:

- date of occurrence**
- (a) For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** or an **insured person** first became aware of it.)
 - (b) For motoring offences, the date of the motor offence an **insured person** is alleged to have committed. If there is more than one offence arising at different times, the **date of occurrence** is the date an **insured person** began, or is alleged to have begun, to break the law.

- insured incidents**
- 1 **Accident loss recovery and personal injury**
 - 2 **Motor legal defence**
 - 3 **Motor contract disputes**

As described on page 7.

- 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.

- insurer** Lloyd's Insurance Company S.A.

- legal costs** All reasonable and necessary costs charged by the **representative** on a party/party basis. Also the costs incurred by opponents in civil cases if an **insured person** has to pay them or pays them with **our** agreement.

- period of insurance** The period for which **we** have agreed to cover **you**.

- Personal Injuries Assessment Board (PIAB)** An independent state body which assesses personal injury compensation.

- representative** The lawyer, 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.

- territorial limit** For insured incident **1 Accident loss recovery and personal injury**
The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, and Turkey.

For insured incidents **2 Motor legal defence** and **3 Motor contract disputes**, the Republic of Ireland.

- uninsured losses** Losses which an **insured person** has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance policy issued with this policy.

- we, us, our** ARAG Legal Protection Limited who is authorised under a coverholder agreement to administer this insurance on behalf of the **insurer**, Lloyd's Insurance Company S.A.

- you, your** The person who has taken out this policy.

Welcome to **ARAG Motor Legal Protection Plus**

Thank **you** for purchasing this ARAG Motor Legal Protection. 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** ARAG cover, please take time to read the policy which explains the contract between **you** and the **insurer**. If **you** have any questions or would like more information, please contact ARAG Legal Protection Limited.

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 below.

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

If your vehicle cannot be driven

If the **insured 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 the **insured vehicle**, **your** motor insurance policy excess, compensation following injury or other out-of-pocket expenses.

We normally recover **your uninsured losses** by appointing a lawyer to handle **your** claim. In most cases, **we** will choose the appointed lawyer for **you**. If an **insured person** has been injured or killed **we** will help to deal with their compensation claim through the **Personal Injuries Assessment Board (PIAB)**.

If an **insured person** is prosecuted for a motoring offence, **we** will appoint a lawyer to represent them.

Send **your** claim to:

**Claims Department | ARAG Legal Protection Limited | Europa House |
Harcourt Centre | Harcourt Street | Dublin | D02 WR20
Email: claims@arag.ie | Telephone: 01 670 7470**

If you need any other help from us

You can phone us at any time on **1850 670 747** 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. Please do not ask for help from a lawyer before we have agreed. If you do, we will not pay the costs involved.

How to make a complaint

We will always try to give you a quality service. If you think we have let you down, please write to our Head of Operations at **ARAG Legal Protection Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin 2 | D02 WR20**. Or you can phone us during standard office hours on **01 670 7470** or email us at **customerrelations@arag.ie**.

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 (FSPO) at **Lincoln House | Lincoln Place | Dublin 2 | D02 VH29**. You can also contact them by emailing their Information Service at **info@fspoi.ie** or calling them on **+353 1 567 7000**. Website **www.fspoi.ie**

You can also contact the Insurance Information Service at **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.

Cancellation right

You can cancel this policy by telling us within 14 days of taking it out, or at any time afterwards as long as you tell us at least 14 days beforehand. We can cancel this policy at any time as long as we tell you at least 14 days beforehand.

Subject to the terms of business between you and the person who sold you this policy, you may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between you and the person who sold you this policy. Please contact them directly for full details of charges.



Adrienne O'Sullivan
Chief Executive Officer
ARAG Legal Protection Limited

This is your **ARAG Motor Legal Protection Plus** policy

Your policy only covers **insured persons** if **you** have paid **your** premium. The **insurer** agrees 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.

Insured **incidents**

1 ACCIDENT LOSS RECOVERY AND PERSONAL INJURY

Legal costs incurred to recover **uninsured losses** after an event which:

- causes damage to the **insured vehicle** or to personal property in it; or
- injures or kills an **insured person** while he or she is in or on the **insured vehicle**; or
- injures or kills **you** while **you** are driving another motor car or motor cycle; or
- 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

Legal costs incurred to defend an **insured person's** legal rights if they are prosecuted for an offence connected with the use or driving of an **insured vehicle**.

What is not covered under insured incident 2.

Parking offences.

3 MOTOR CONTRACT DISPUTES

Legal costs incurred in respect of a 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**. Provided that:

- you** must have entered into the agreement during the **period of insurance**, and
- the amount in dispute must be more than €150.

What is not covered under insured incident 3.

Any claim relating to the settlement payable under an insurance policy (**we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim).

What is covered

- 1 If a **representative** is appointed by **us**, the **insurer** will pay the **legal costs** for **insured incidents** under **your** policy.
- 2 For **insured incidents** involving the death of or injury to an **insured person** the **insurer** will pay the application fee required by the **Personal Injuries Assessment Board (PIAB)**.
- 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 statutory time limits allowed. Before the **insurer** pays any **legal costs** for appeals, **we** must agree that it is more likely than not that the appeal will succeed.
- 4 The most the **insurer** 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 A claim where the **insured person** 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 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 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.
- 7 Any disagreement with **us** that is not in Condition 7.
- 8 The cost of obtaining a medical report when registering a claim with the **Personal Injuries Assessment Board (PIAB)**.
- 9 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**.
- 10 **Legal costs** arising from or relating to judicial review, coroner's inquest, fatal accident inquiry or injunctions.

Policy **conditions**

- 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 the **insurer** has 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, the **insurer** may refuse to pay any further **legal costs**.
 - (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 An **insured person** must
 - (a) tell the **representative** to have the **legal costs** taxed, assessed or audited, if **we** ask for this;
 - (b) take every step to recover **legal costs** that the **insurer** has to pay, and must pay the **insurer** any **legal costs** 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** **legal costs** the **insurer** has paid.
- 7 Apart from **us**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it.

Policy **conditions** (continued)

- 8 If there is a disagreement between the **insured person** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure the **insured person** can contact the Financial Services and Pensions Ombudsman (FSPO) for help. Details available from www.fspo.ie.
Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the **insured person** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.
- 9 **We** may require the **insured person** to get, at their own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between the **insured person** and **us**. Subject to this the **insurer** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.
- 10 **We** will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or the **insurer** will not pay the claim if:
- (a) a claim the **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
 - (b) a false declaration or statement is made in support of a claim.
- 11 The **insurer** 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 amendment or replacement legislation.

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

Collecting personal information

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.

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.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

You have 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.

Your 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 ARAG may be recorded for training and quality purposes.

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.

Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on www.nbb.be | Website address: www.lloyds.com/brussels | E-mail: enquiries.lloydsbrussels@lloyds.com

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