

Note: If your Car Insurance Policy was inceptioned or last renewed before 1st November 2008 please contact aaais@aaireland.ie requesting a copy of the Legal Protection Master Policy effective at that time.

AA Drivers Legal Protection Plan Master Policy

This insurance is underwritten by the **authorised insurer** and administered on their behalf by **Arc Legal Assistance Limited** (hereinafter referred to as Arc).

Only **adviser's costs** incurred on **the insured's** behalf by Kent Carty Solicitors or their agents are covered under this insurance until **court proceedings** are issued or a conflict of interest arises. If the Insured appoints any other legal adviser to act for him, their costs will not be covered under this insurance.

The **authorised insurer** agrees to indemnify **the insured** in consideration of the **premium** paid or to be paid subject to the following terms, conditions and exclusions of this policy.

This insurance covers

Adviser's costs incurred in an **action** up to the **indemnity limit** where:-

- a) The **insured incident** takes place in the **insured period** within the **territorial limits**; and
- b) The **action** takes place in the **territorial limits**; and
- c) They are not incurred in any application to InjuriesBoard.ie

Cover

- a) The **insured** is covered for **adviser's costs** up to the **limit of indemnity** to pursue an **action** for damages within the **territorial limits** arising from a road traffic accident occurring during the **insured period** whilst he is in the **vehicle** against those whose negligence has caused his injury or death or caused him to suffer loss of his insurance policy excess or other out of pocket expenses.

There is no cover for **adviser's costs** incurred in making applications to InjuriesBoard.ie.

Prior to the issue of Court Proceedings, unless a conflict of interest arises, there is no cover under this insurance for any legal representative's fees other than those incurred by Kent Carty Solicitors.

- b) The **Insured** is covered for up to 14 days for the costs of the **Hire vehicle** following a non-fault accident and where the **Insured** is unable to use the **Vehicle** and no other vehicle is available for the **Insured's** use. There is no cover where the **Vehicle** was damaged as a result of theft, vandalism or where a negligent party can not be identified.

The costs of the **hire vehicle** shall be covered entirely at the discretion of the **authorised insurer** or its agents. The make and model of the **hire vehicle** will be selected by the **authorised insurer** or its agents based upon the reasonable needs of the **insured**.

There is no cover for hire car costs incurred by the **insured** other than in relation to the **hire vehicle** authorised, arranged and provided by the **authorised insurer** or its agents. There is no cover for the costs of the **hire vehicle** where a suitable alternative vehicle is available from any other source or under any other policy of insurance.

AA Drivers Legal Protection Plan – Certificate of Insurance (in summary)

Definitions

Any word listed under “Definitions” will carry the same meaning wherever it appears in the summary of Insurance or this master policy of Insurance, in bold print.

Action means the pursuit of civil proceedings and appeals against judgement following a road traffic accident involving the **vehicle**.

Adviser means Kent Carty Solicitors or their agents who shall be appointed by Arc to act for the **insured**.

Adviser’s costs: Reasonable legal fees up to the hourly rate shown in the **authorised insurer’s** fee scale ruling at the time the **adviser** is instructed and disbursements essential to the **insured’s** case and assessed on the standard basis of assessment. Third Party costs shall be covered if awarded against the **insured** and paid on the standard basis of assessment.

Arc Legal Assistance Limited: Arc Legal Assistance Limited is authorised and regulated by the Financial Services Authority in the United Kingdom. Arc Legal Assistance Ltd, Lodge House, Lodge Lane, Colchester, Essex, United Kingdom CO4 5NE

Authorised insurer: Acromas Insurance Company Limited. Acromas Insurance Company Limited is authorised and regulated by the Commissioner of Insurance, Financial Services Commission, Gibraltar, and regulated by the Financial Services Authority, United Kingdom. Acromas Insurance Company Limited 57-63 Line Wall Road. Gibraltar.

Court proceedings: The Service of Court Proceedings

Hire vehicle: The replacement vehicle arranged and provided to the **insured** by the **authorised insurer** or its agents.

Indemnity limit: The sum of €75,000, which is the maximum payable in respect of an **insured incident**.

Insured: Any person to whom a certificate of insurance has been issued for the **vehicle** through AA Insurance and any authorised driver or passenger of the **vehicle**.

Insured incident: The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **insured incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.

Insured period: The day the **insured's** car insurance policy is effected through AA Insurance to the day that it expires or when the **insured** does not renew or the policy with AA Insurance is cancelled.

Master Period of Insurance: The period specified in the Terms of Business agreement between **authorised insurer** and AA Insurance and is the period during which AA Insurance may issue Certificates of Insurance.

Premium: The **Premium** paid by the **Insured** for this policy.

Territorial limits: The Republic of Ireland and current member states of the European Union or any country where cover was effective under the car insurance policy at the time of the accident.

Vehicle: Any motor vehicle in respect of which a certificate of insurance has been issued through AA insurance to the **insured** or any temporary replacement thereof.

Exclusions

1 There is no cover where:

- a) The **insured** incident began to occur or had occurred before or after the **insured period**.
- b) The **insured** fails to give proper instructions to Arc or the **adviser** or respond to a request for information or attendance by the **adviser** within a reasonable period of time.
- c) The **insured's** act or omission prejudices his or the **authorised insurer's** position in connection with the **action**.
- d) **Adviser's costs** have not been agreed in advance or exceed those for which Arc or the **authorised insurer** has given its prior written approval.

2. There is no cover:

- a) For **adviser's costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- b) For damages, interest fines or costs awarded in criminal courts.
- c) Where the **insured** has alternative legal expenses cover.
- d) For claims made by or against the **authorised insurer**, Arc, the **adviser** or **AA Insurance**.
- e) For any claim where at the time of the **insured incident** the **insured** was disqualified from driving, did not hold a licence to drive or having held a licence is not disqualified from holding a licence or the Vehicle did not comply with any laws relating to its ownership or use.
- f) For a claim arising from an allegation of a deliberate criminal act or omission of the Insured.
- g) For a claim arising from an allegation that the **insured** was in control of the Vehicle whilst under the influence of alcohol or drugs (whether prescribed or otherwise).
- h) Where the **insured's** insurers repudiate the car insurance policy or refuse indemnity.
- i) For any claim arising from racing, rallies, competitions or trials.
- j) For a claim for breach of contract.
- k) For **adviser's costs** beyond those for which Arc has given its prior written approval.
- l) For an application for Judicial Review.

- m) For appeals without the prior written consent of Arc.
- n) Prior to the issue of Court Proceedings, for the costs of any legal representative other than those of the **adviser** unless a conflict of interest arises.
- o) For **adviser's** costs where the amount in dispute relates to credit hire charges or credit repair costs.
- p) Where the amount in dispute relates to **adviser's** costs.
- q) Where the **authorised insurer** reasonably believes any part of the Action to be false, fraudulent, exaggerated or where the **insured** has made mis-representations to the **adviser**.
- r) Applications to InjuriesBoard.ie

3. Third Party Contract Rights

A person who is not a party to this contract has no right under any future legislation to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of any such future legislation.

Conditions

1. Claims

- a) The **insured** must notify claims as soon as reasonably possible within 180 days of the **insured incident**.
- b) Arc shall appoint the **adviser** to act on **the insured's** behalf.
- c) Arc may investigate the claim and take over and conduct the **action** in the **insured's** name. Subject to the **insured's** consent which shall not be unreasonably withheld Arc may reach a settlement of the **action**.
- d) The **insured** must supply at his own expense all the information which Arc reasonably requires to decide whether a claim may be accepted. If **court proceedings** are issued and the **insured** wishes to nominate an alternative legal adviser to act on his behalf, he may do so. The adviser must: -
 - i. Confirm in writing that he will enable the **insured** to comply with his obligations under this insurance.
 - ii. Agree with Arc the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an alternative adviser and this nomination shall be binding.
- e) The adviser will: -
 - i. Provide a detailed assessment of the **insured's** prospects of success including the prospects of enforcing any judgement obtained without charge.

- ii. Keep Arc fully advised of all developments and provide such information as Arc may require. Keep Arc regularly advised of adviser's costs incurred.
 - iii. Advise Arc of any offers to settle and payments in to court. If contrary to Arc's advice such offers or payments are not accepted there shall be no further cover for legal costs unless Arc agrees in its absolute discretion to allow the case to proceed.
 - iv. Submit bills for assessment or certification by the appropriate body if requested by Arc.
 - v. Attempt recovery of costs from the Third Parties.
 - vi. Agree with Arc not to submit a bill for adviser's costs to the **authorised insurer** until conclusion of the **action**.
- f) In the event of a dispute arising as to costs Arc may require the **insured** to change **adviser**.
 - g) The **authorised insurer** shall only be liable for costs for work expressly authorised by Arc in writing and undertaken while there are reasonable prospects of success.
 - h) The **insured** shall supply all information requested by the **adviser** and Arc.
 - i) The **insured** is liable for any **adviser's costs** if he withdraws from the **action** without Arc's prior consent. Any costs already paid by Arc will be reimbursed by the **insured**.

2. Disputes

Any disputes between the **insured** and Arc in relation to Arc's assessment of the **insured's** prospects of success in the case or nomination of solicitor shall be referred to an arbitrator who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be at the discretion of the arbitrator.

3. Reasonable Prospects

At any time Arc on behalf of the **authorised insurer** may form the view that the **insured** does not have a reasonable prospect of success in the **action** he is proposing to take or is taking. If so, Arc may decline support or any further support. In forming this view Arc may take into account: -

- a) Whether **adviser's costs** are disproportionate to the value of the damages being claimed in the **action**.
- b) The fact that a reasonable person without legal expenses insurance would not wish to pursue the matter.
- c) The prospect of being able to enforce a judgement.
- d) The fact that the **insured's** interests could be better achieved in another way.
- e) Whether the **insured** has a reasonable prospect of succeeding in the **action**.

4 Applicable Law, this contract is governed by the Law of the Republic of Ireland unless otherwise agreed.

5. Language, for contractual terms and communication will be English.

6. Cancellation, the **insured** may cancel their car insurance policy at any time by writing to AA Insurance. The Drivers Legal Protection Plan cannot be cancelled by the insured on a stand-alone basis.

AA Insurance or Arc may cancel the insurance by giving fourteen days notice in writing to the **insured** at the address shown on the schedule, unless otherwise a change of address has been notified to **AA Insurance**.

No refund of premium shall be made for this product, unless a car insurance policy is cancelled within the 14 day cooling off period. During this period, a full refund will be issued for this product except in the event of a claim being made, is intended to be made, or if an incident has occurred which is likely to give rise to a claim. If you cancel your car insurance policy after the 14 day cooling off period, any refund due to you upon cancellation of this policy will be calculated less the premium charged for Drivers Legal Protection Plan at policy inception/renewal.

Data Protection Act

The details of the **insured**, the **insured's** insurance cover and claims will be held by Arc and or the **authorised insurer** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Acts 1988 and 2003.

To Make a Claim

In the event of a non-fault accident where the **insured** may be able to pursue an **action** against a negligent third party, upon reporting the accident to AA Insurance, his details will automatically be passed to Kent Carty Solicitors who will contact the **insured** to assess the **insured's** losses and consider whether the **insured** requires a **hire vehicle**.

If the **insured** has any queries relating to the progress of the **action**, he should contact KentCarty Solicitors on **01 865 8800**.

Unless a conflict of interest arises, the **insured** is not covered for **adviser's costs** incurred before **court proceedings** are issued unless he appoints Kent Carty Solicitors or their agents appointed on his behalf to act for him.

Legal Helpline

The **insured** may obtain telephone legal advice on any personal legal problem. The legal helpline operates 8am to 8pm Monday to Friday (excluding bank holidays) and 10am to 1pm on Saturdays. To call the legal helpline telephone **01 890 545 800** and quote "AA Insurance". The legal helpline is provided by Kent Carty Solicitors.

Disputes and Complaints

We will always aim to provide a first class standard of service. However, if an **insured** or **insured person** has a complaint, they should, in the first instance, contact Manager Operations, **AA Insurance**, 56 Drury Street, Dublin 2. The **insured person** should quote **their** surname and car insurance policy number.

If the **insured person** is still not satisfied they have the right to ask the Financial Services Ombudsman's Bureau to review their case. The Financial Services Ombudsman's Bureau provides independent settlement of disputes between personal policyholders and their Insurance Company. Or, they can approach the Irish Insurance Federation, where appropriate to review their case. The existence of the Financial Services Ombudsman's Bureau complaints procedure does not affect their right to take legal action against us.

- The Insurance Information Service
of the Irish Insurance Federation
at 39 Molesworth Street,
Dublin 2
(Telephone 01-676 1820)
 - Financial Service Ombudsman's Bureau
3rd Floor
Lincoln House
Lincoln Place
Dublin 2
(Telephone 01-662 0899)
 - Financial Services Regulator
PO Box 9138
College Green
Dublin 2
Tel: 1890 777777
- AA Ireland Ltd trading as AA Insurance is regulated by the Financial Regulator**