

Terms and Conditions

In accordance with arrangements made between AA Insurance and an **Authorised insurer**, cover is granted under this Certificate of Insurance in accordance with the policy terms and conditions, provided a current motor policy is in force through AA Insurance. For full details of cover, terms, conditions, exclusions and limitations as well as details of the process in the event of a complaint or dispute, refer to the policy which can be obtained from the AA website at www.theAA.ie/legalpolicy or by arrangement with AA Insurance at 20/21 South William Street, Dublin 2, D02 XE77.

Summary of terms and conditions

Cover applies whilst an **Insured person** is driving or travelling in the **Vehicle**. Cover commences from the day/time the **Insured's** car insurance policy is effected through AA Insurance and expires when the **Insured** does not renew or the car insurance policy with AA Insurance is cancelled by you or your Insurer. No refund of premium shall be made for this product unless a car insurance policy is cancelled during 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.

Benefits

- 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** in claims handled by Personal Injury Assessment Board (PIAB) other than the PIAB Application Fee and Medical Report Fee.

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

- b) The **Insured** is covered for **Advisers' Costs** to provide representation in an **Action** following a motoring prosecution, arising from the **Insureds** use of the **Vehicle**.

- c) The **Insured** is covered for **Advisers' Costs** to pursue or defend an **Action** relating to a dispute over a contract for the sale or purchase of goods or services relating to the **Vehicle** including the **Vehicle** itself, provided **Advisers' Costs** do not exceed the amount claimed.

Definitions

Any word listed under "Definitions" will carry the same meaning wherever it appears in the policy or this summary of Insurance, in bold print. These are only some of the definitions applicable. Please refer to the policy for a full listing.

Authorised Insurer means the underwriter shown on the policy with whom AA Insurance has placed the risk.

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

Indemnity limit means the sum of €50,000, which is the maximum payable in respect of an **Insured incident**.

Vehicle means any motor vehicle in respect of which a motor certificate of insurance has been issued through AA insurance to the **Insured**.

Insured period means the day/time the **Insured's** motor policy is effected through AA Insurance to the day that it expires or when the **Insured** does not renew or cancels their policy with AA Insurance.

Principal Exclusions

The following are the principal exclusions applicable. For full list refer to the policy.

There is no cover where:

- a) the **Insured incident** began to occur or had occurred before or after the **Insured period**;
- b) **Adviser's costs** have not been agreed in advance or exceed those for which the **Authorised insurer** has given its prior written approval;
- c) at the time of the **Insured incident** the **Insured** was disqualified from driving, did not hold a licence to drive or the **Vehicle** did not comply with any laws relating to its ownership or use;

- d) there is an allegation of a deliberate criminal act or omission of the **Insured**;
- e) the **Insured's** insurers repudiate the motor insurance policy or refuse indemnity;
- f) the **Insured** wishes to make an application for Judicial Review or for **Adviser's costs** for an appeal without the prior written consent of the **Authorised insurer**;
- g) prior to the issue of Court Proceedings, the **Insured** incurs the costs of any legal representative other than those of the **Adviser** unless a conflict of interest arises and the **Authorised insurer** has given its prior written consent to those costs being incurred;
- h) for **Adviser's costs** where the amount in dispute relates to credit hire charges or credit repair costs;
- i) the amount in dispute relates to **Adviser's costs**;
- j) the **Authorised insurer** reasonably believes any part of the **Action** to be false, fraudulent, exaggerated or where the **Insured** has made misrepresentations to the **Adviser**;
- k) the **Insured** did not hold or were disqualified from holding a licence to drive or is being prosecuted for driving whilst under the influence of alcohol or non-prescribed drugs;
- l) For **Advisers' Costs** where the **Insured** is entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy;
- m) For parking offences for which the **Insured** does not get penalty points on his licence;
- n) For motoring prosecutions where the **Insureds** motor insurers have agreed to provide the legal defence;
- o) the contract was entered into before the **Insured** first purchased this insurance similar insurance which expired immediately before this insurance began.

Claims

The **Insured** must notify claims as soon as possible and within a maximum of 180 days once they become aware of the **Insured Incident**.

In the event of a non-fault accident where the **Insured** may be able to pursue an **Action** against a negligent third party, his details will automatically be passed to Kent Carty Solicitors who will contact the **Insured** to assess the **Insured's** losses. If the **Insured** has any queries relating to the progress of the **Action**, he should contact Kent Carty Solicitors on 01 865 8800.

MIS shall appoint the **Adviser** to act on the **Insureds** behalf. Only if court proceedings are issued or a conflict of interest arises, and the **Insured** wishes to nominate a legal representative to act for them, they may do so. Where the **Insured** has elected to use a legal representative of their own choice they will be responsible for any **Advisers' Costs** in excess of MIS's standard **Advisers' Costs**. The **Adviser** must represent the **Insured** in accordance with MIS's standard conditions of appointment which are available on request.

Prospects of Success

At any time MIS may, but only when supported by independent legal advice, form the view that the **Insured** does not have a more than 50% chance of winning the case and achieving a positive outcome. If so, MIS may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves the **Insureds** interests

Irish Law

This contract, unless otherwise agreed, is governed by the law of the Republic of Ireland.

Language

The language for contractual terms and communication will be English.

Telephone 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 0818 545 800 and quote "AA Insurance". The legal helpline is provided by Kent Carty Solicitors.

Terms and Conditions

In accordance with arrangements made between **AA Insurance** and an **Authorised Insurer**, cover is granted under this Certificate of Insurance in accordance with the policy terms and conditions, provided a current motor policy is in force through **AA Insurance**. For full details of cover, terms, conditions, exclusions and limitations as well as details of the process in the event of a complaint or dispute, refer to the policy which can be obtained from the AA website at www.theAA.ie/papolicy or by arrangement with **AA Insurance** at 20/21 South William Street, Dublin 2, D02 XE77. For claims please call 0818 467 101.

Summary of terms and conditions

Cover applies whilst an **Insured person** is driving or travelling in the Vehicle. Cover commences from the day/time the **Insured's** car insurance policy is effected through **AA Insurance** and expires when the **Insured** does not renew or the car insurance policy with **AA Insurance** is cancelled by you or your Insurer. No refund of premium shall be made for this product unless a car insurance policy is cancelled during 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.

Accidental Death	€17,500
Loss of one or more limbs	€17,500
Loss of one or both eyes	€17,500
Loss of one limb and one eye	€17,500
Hospital Benefit - Payable after 24hrs up to 10 wks	€200 per week
Fracture to one or more bones of the arm or leg	€300

Benefits*

We will not pay a claim under more than one of sections 1-4 for each **Insured**

Person up to a total for all **Insured Persons** of €75,000 for **Any one Accident**.

* Restricted Accidental Death benefit of €9,500 for children under 18 years of age. For **Insured Persons** 80+ years of age all benefits are reduced by 50%.

Definitions

Any word listed under "Definitions" will carry the same meaning wherever it appears in the policy, schedule and this summary certificate of Insurance, in bold print. These are only some of the definitions applicable. Please refer to the policy for a full listing.

AA Insurance means AA Ireland Limited trading as AA Insurance. AA Insurance is regulated by the Central Bank of Ireland.

Any one accident or series of accidents contributed to, caused by, or as a result of the same original cause or event. We will not pay more than the limit shown under Benefit limitations.

Authorised insurer means the underwriter shown on the master policy with whom **AA Insurance** has placed the risk.

Fracture means a break in the full thickness of the bone.

Hospital means an institution which has accommodation for residential patients and facilities for diagnosing, carrying out surgery and treatment. It does not include a long-term nursing home, a geriatric or a convalescence home or an extended care facility.

Insured means any person to whom a motor vehicle certificate of insurance has been issued for an **Insured vehicle** through **AA Insurance**.

Insured person means any authorised driver who is legally allowed to drive the **Insured vehicle** or any passenger in the **Insured vehicle**.

Insured vehicle means any motor vehicle in respect of which a motor certificate of insurance has been issued through **AA Insurance** to the **Insured** or any temporary replacement thereof.

Loss of limb

In the case of a leg, total and permanent loss of, or loss of use of, a complete foot or leg. In the case of an arm, total and permanent loss of, or loss of use of,

a complete arm or hand.

Loss of eye

Permanent and total loss of sight in both eyes if the **Insured person** is registered blind on the authority of a fully-qualified ophthalmic specialist: or in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what the **Insured person** should see at 60 feet).

Osteoporosis means the thinning of the bone out of proportion to age.

Principle Exclusions

The following are the principle exclusions applicable. For a full list refer to the policy.

The **Authorised insurer** will not be liable for death, **Loss of limb(s)** or **eye(s)**, hospitalisation or **fractures** directly or indirectly resulting from:

- war or terrorist act;
- suicide, attempted suicide or intentionally self-inflicted injuries;
- sickness or disease or any gradually operating cause;
- drugs not taken in accordance with manufacturer's instructions or instructions of a medical practitioner, drugs taken to control drug addiction;
- a driver not holding or having held a valid driving licence and certificate of insurance for the **Insured vehicle** or having a blood/urine alcohol level above the legal limit stated in the Road Traffic Acts;
- an **Insured person** driving a motor cycle;
- any **Fracture** arising from **Osteoporosis** when a **Insured person** knew they had **Osteoporosis** before they suffered bodily injury;
- an **Insured person** committing or attempting to commit an illegal act.



AA Drivers Legal Protection Plan

AA Drivers Accident Protection Plan