

AA Drivers Legal Protection Plan Policy

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

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

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** 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 representative's fees 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**.

There is no cover for claims:

- a) For alleged road traffic offences where the **insured** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non-prescribed drugs
 - b) 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
 - c) For parking offences for which the **insured** does not get penalty points on his licence
 - d) For motoring prosecutions where the **insureds** motor insurers have agreed to provide his legal defence
- 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

There is no cover for claims where the contract was entered into before the **insured** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began

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 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 **MIS** 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.

MIS Underwriting Limited (MIS): MIS Underwriting Limited is registered as an insurance intermediary to undertake insurance distribution under the European Union (Insurance Distribution) Regulations, 2018 (IDR) in respect of General Insurance, registration no: C190040.

Authorised insurer: This policy is underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland.

Court proceedings: The Service of Court Proceedings

Data Protection Legislation: The relevant **Data Protection Legislation** in force in the **Territorial Limits** at the time of the **insured incident**.

Indemnity limit: The sum of €50,000 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.

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**.

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 **MIS** 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 **MIS** 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**, **MIS**, 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 **adviser's costs** beyond those for which **MIS** has given its prior written approval.
- k) For an application for Judicial Review.
- l) For appeals without the prior written consent of **MIS**.
- m) 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.
- n) For **adviser's** costs where the amount in dispute relates to credit hire charges or credit repair costs.
- o) Where the amount in dispute relates to **adviser's** costs.
- p) Where 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**.
- q) 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) **MIS** shall appoint the **adviser** to act on **the insured's** behalf.
- c) **MIS** 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 **MIS** may reach a settlement of the **action**.
- d) The **insured** must supply at his own expense all the information which **MIS** 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 **MIS** 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 **MIS** fully advised of all developments and provide such information as **MIS** may require. Keep **MIS** regularly advised of adviser's costs incurred.
 - iii. Advise **MIS** of any offers to settle and payments in to court. If contrary to **MIS's** advice such offers or payments are not accepted there shall be no further cover for legal costs unless **MIS** 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 **MIS**.
 - v. Attempt recovery of costs from the Third Parties.
 - vi. Agree with **MIS** 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 **MIS** may require the **insured** to change **adviser**.
- g) The **authorised insurer** shall only be liable for costs for work expressly authorised by **MIS** in writing and undertaken while there are reasonable prospects of success.
- h) The **insured** shall supply all information requested by the **adviser** and **MIS**.
- i) The **insured** is liable for any **adviser's costs** if he withdraws from the **action** without **MIS's** prior consent. Any costs already paid by **MIS** will be reimbursed by the **insured**.

2. Disputes

Any disputes between the **insured** and **MIS** in relation to **MIS'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. 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.

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. Other insurances

If any claim covered under this policy is also covered by another legal expense policy, or would have been covered if this policy did not exist, **MIS** will only pay their share of the claim even if the other insurer refuses the claim.

7. 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 **MIS** 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

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

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 Kent Carty 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**, 20-21 South William 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
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 Central Bank of Ireland