

# MOTOR LEGAL EXPENSES INSURANCE



FIRST FOR JUSTICE

## INSURANCE PRODUCT INFORMATION DOCUMENT

Company: DAS Legal Expenses Insurance Company Ltd

Product: Motor Legal Protection Plus

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. Registered as a branch in Ireland under number 903779.

This document is a summary of the insurance cover and restrictions. Please refer to your policy documentation for full details of your cover and the terms and conditions.

## WHAT IS THIS TYPE OF INSURANCE?

If you are involved in a motor accident that wasn't your fault, motor legal expenses insurance provides cover to help you recover any losses that are not covered by your motor insurance policy from the driver at fault. It also provides cover for legal costs if you are prosecuted for a motoring offence or involved in a contract dispute relating to your vehicle.



### WHAT IS INSURED?

#### Accident loss recovery and personal injury

- ✓ Recovery of compensation for losses that are not covered by your motor insurance policy following an accident that wasn't your fault which:
  - causes damage to the insured vehicle or personal property in it
  - injures or kills the driver or passengers while they are in or on the insured vehicle
  - injures or kills you while you are driving another motor vehicle
  - injures or kills you or any member of your family as a passenger in a motor vehicle, a cyclist or a pedestrian
- ✓ Payment of the application fee required by the [InjuriesBoard.ie](https://www.injuriesboard.ie) (IB)

#### Motor Legal Defence

- ✓ Defence if you are prosecuted for a motoring offence

#### Motor Contract Disputes

- ✓ Disputes over:
  - Buying, selling, hiring or insurance of the insured vehicle or its spare parts or accessories
  - Service, repair or testing of the insured vehicle

#### Telephone Helplines

- ✓ Legal advice
- ✓ Drivers' assistance
- ✓ Counselling service



### WHAT IS NOT INSURED?

- ✗ Claims for accident loss recovery, personal injury or motor contract disputes where the lawyer we appoint for you does not believe you will be more likely than not to win your case
- ✗ Costs which exceed your policy limit of €130,000 for any one claim
- ✗ Events or disputes that started before the date your cover begins
- ✗ Fines, damages or other penalties you are ordered to pay by a court or other authority
- ✗ Costs you incur before we have agreed to cover your claim



### ARE THERE ANY RESTRICTIONS ON COVER?

You are not covered for:

- ! The use of your own lawyer. We will appoint a lawyer or other professional for you. You may choose your own lawyer when legal proceedings start or if there is a conflict of interest
- ! **Accident Loss Recovery and Personal Injury** claims where the accident was your fault
- ! **Motor Legal Defence** claims relating to parking offences
- ! **Motor Contract Dispute** claims
  - where the amount in dispute is €150 or less
  - which relate to a settlement payable under an insurance policy
  - where the agreement was not entered into during the period of insurance



## WHERE AM I COVERED?

- ✓ For insured incident Accident Loss Recovery and Personal Injury, 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 insured incidents Motor Legal Defence and Motor Contract Disputes, the Republic of Ireland



## WHAT ARE MY OBLIGATIONS?

It is your responsibility to:

- Co-operate fully with us and the lawyer or other professional we appoint for you
- Keep to the terms and conditions of this policy
- Give the lawyer or other professional we appoint for you any instructions that we ask you to
- Try to prevent anything happening that may cause a claim
- Take reasonable steps to keep any amount we have to pay as low as possible
- Send everything we ask for, in writing
- Report to us full and factual details of any claim as soon as possible and give us any information we need



## WHEN AND HOW DO I PAY?

Payment options will be subject to the agreement between you and the person who is selling you this policy.



## WHEN DOES THE COVER START AND END?

This cover will last for one year and the dates of cover will be included in your policy documentation. If in any doubt, please speak to the person who sold you this policy.



## HOW DO I CANCEL THE CONTRACT?

You can cancel this policy by telling us within the cooling off period which lasts for 14 days after taking it out. After the cooling off period you may also cancel this policy by providing 14 days' notice.

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.