



MOTOR

LEGAL PROTECTION PLUS

SCHEME POLICY WORDING

INCORPORATING CHUBB MOTORIST
PERSONAL ACCIDENT INSURANCE

CHUBB



FIRST FOR JUSTICE

HELPLINE SERVICES

We provide these services 24 hours a day, seven days a week during the **period of insurance**. 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 have **your** policy number or the name of the scheme **you** are in. Please do not phone **us** to report a general or **Motorist Personal Accident Insurance** claim.

LEGAL ADVICE SERVICE

1850 670 747

We will give an **insured person** confidential legal advice over the phone on any personal legal problem under the laws of the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

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

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

Our legal advisors 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 advisors. 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 the insured person back.

DRIVERS' ASSISTANCE SERVICE

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 charges.

HEALTH & MEDICAL INFORMATION SERVICE

1890 254 164

We will give an **insured person** information over the phone on health and fitness, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effect of drugs and how to improve general fitness.

Health and medical information is provided by qualified nurses 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call the insured person back.

COUNSELLING SERVICE

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 be responsible if the helplines fail for reasons beyond **our** control.

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WELCOME TO MOTOR LEGAL PROTECTION PLUS INCORPORATING MOTORIST PERSONAL ACCIDENT INSURANCE

This is **your DAS Motor Legal Protection Plus** policy incorporating **Motorist Personal Accident Insurance** provided by Chubb European Group.

This document explains both insurance contracts. To make sure **you** get the most from **your** cover, please take time to read it. If **you** have any questions or would like more information, please contact **your** insurance adviser.

Details of **Motor Legal Protection** cover are shown in **Section 1** in this document and details of **Motorist Personal Accident Insurance** cover are shown in **Section 2**.

A Policy Summary and Key Facts document is provided on page 29 of this document.

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.

Motor Legal Protection is underwritten by DAS Legal Expenses Insurance Company Limited.

Motorist Personal Accident Insurance is underwritten by Chubb European Group.

MAKING A CLAIM

To claim under **Section 1 Motor Legal Protection** **you** must give **DAS** details on any claim as soon as possible but within 180 days of the **insured incident** happening. Please phone **us** on **01 670 7470** and **we** will send **you** a claim form. **We** cannot confirm cover for **your** claim over the phone. Please send **your** completed claim form or written details of **your** claim to the **Claims Department | DAS Legal Expenses Insurance Company Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin | D02 WR20** or email to **claims@das.ie**

Once **you** have sent **us** the details of **your** claim and if **we** have accepted it, **we** will start to resolve **your** legal problem. Claims are usually handled by an **appointed lawyer** appointed by **us**, but sometimes **we** deal with them ourselves. Claims outside the Republic of Ireland may be dealt with by **DAS** offices elsewhere in Europe.

If **you** are claiming under **Section 2 Motorist Personal Accident Insurance** send **your** claim to:
Chubb European Group | 5 George's Dock | I.F.S.C. | Dublin 1
Telephone: **01 440 1700** | Fax: **01 440 1701** | Email: **irlclaims@chubb.com**

HEAD AND REGISTERED OFFICES

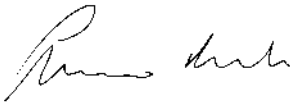
Chubb European Group trading as Chubb, Chubb Bermuda International and Combined Insurance, is authorised and regulated by the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules.

Registered in Ireland No. 904967 at **5 George's Dock | Dublin 1**. Chubb European Group (company number 1112892) is registered in England and Wales with registered offices at **100 Leadenhall Street | London | EC3A 3BP**. Chubb European Group is a subsidiary of a US parent and Chubb Limited (a NYSE listed company) and part of the Chubb Group of companies. Consequently, Chubb European Group is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities, and from insuring certain types of activities in or connected with certain countries and territories such as, but not limited to, Iran, Syria, North Korea, North Sudan, Cuba and Crimea.

DAS Ireland is a branch office of DAS Legal Expenses Insurance Company Limited, having its head and registered office at **DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**, registered in England and Wales, company number 103274. Registered as a branch in Ireland under number 903779.

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.

Website: www.das.ie www.das.co.uk



Andrew Burke
Chief Executive Officer, DAS Group

The following points apply to Section 1 Motor Legal Protection only and it will help if you keep these points in mind:

AFTER A MOTOR ACCIDENT

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 by giving it to **your** insurance advisor or by sending it to the address set out on page 6.

If **you** are not sure what to do after an accident, call **our** legal advice Helpline (**1850 670 747**) for assistance.

IF YOUR VEHICLE CANNOT BE DRIVEN

If the **insured vehicle** cannot be driven after an accident **our** Driver's Assistance Service can arrange for a garage to take it to a place **you** choose. **You** will have to pay the towing and storage 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 IF YOU HAVE UNINSURED LOSSES

Once **we** have accepted **your** claim, **we** aim to recover **your uninsured losses** from the 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 **uninsured losses** by appointing a lawyer to handle **your** claim. In most cases, **we** will choose the lawyer for **you**. If an **injured person** has been injured or killed **we** will help to deal with their compensation claim through the **injuriesboard.ie (IB)**. Claims outside the Republic of Ireland may be dealt with by DAS offices elsewhere in Europe.

If an **insured person** is prosecuted for a motoring offence or requires assistance in a contract dispute, **we** will appoint a lawyer to represent them.

WHEN WE CANNOT HELP UNDER SECTION 1 MOTOR LEGAL PROTECTION

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.

Please note **we** will not be able to help with enquiries arising in connection with **Section 2 Motorist Personal Accident Insurance**. **You** will need to refer any such enquiries to **your** insurance adviser or Chubb European Group.

HOW TO MAKE A COMPLAINT

DAS and Chubb European Group will always try to give **you** a quality service. If **you** think either company has let **you** down, please write as appropriate to either:

For complaints relating to Section 1 Motor Legal Protection:

The Head of Operations | DAS Legal Expenses Insurance Company Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin 2 | D02 WR20

You can also phone **us** during standard office hours on **01 670 7470** or email **us** at customerrelations@das.ie

Details of **our** internal complaint handling procedures are available on request.

For complaints relating to Section 2 Motorist Personal Accident Insurance:

The Accident & Health Manager | Chubb European Group | 5 George's Dock | I.F.S.C. | Dublin 1
Tel: **(01) 440 1700** Fax: **(01) 440 1701** | Email: irelandenquiries@chubb.com quoting **your** Policy details.

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@fspo.ie or calling them on **+353 1 567 7000**. Website www.fspo.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.

THIS IS YOUR DAS MOTOR LEGAL PROTECTION PLUS POLICY

These policies only cover **insured persons** if **you** have paid **your** premium(s). **The insurers** agree to provide the insurances in the respective sections of this policy, keeping to the terms, conditions and exclusions as long as:

- 1** the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- 2** any legal proceedings under **Section 1 Motor Legal Protection** will be dealt with by a court or other body which **we** agree to in the **territorial limit**; and
- 3** in civil claims under **Section 1 Motor Legal Protection** it is always more likely than not that an **insured person** will recover damages (or other legal remedy) or make a successful defence; and
- 4** for a claim under **Section 2 Motorist Personal Accident Insurance**, the **insured person's bodily injury** occurs within 12 months of the **insured incident**.

SECTION 1

MOTOR LEGAL PROTECTION

THE MEANING OF WORDS IN THIS SECTION

Appointed lawyer	The lawyer or other suitably qualified person, who has been appointed to act for an insured person under Condition 2 applying to Motor Legal Protection .
Date of occurrence	<p>(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.)</p> <p>(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.</p>
injuriesboard.ie (IB)	An independent statutory government body which assesses the amount of compensation due to a person who has suffered a personal injury.
Insured incidents	<ol style="list-style-type: none">1 Accident loss recovery and personal injury2 Motor legal defence3 Motor contract disputes <p>As described on page 13.</p>
Insured person(s)	You , and any passenger or driver in or on the insured vehicle with your permission.
Insured vehicle	The vehicle specified in the motor insurance policy issued with this policy. It also includes any caravan or trailer attached to this vehicle.
Legal costs	All reasonable and necessary costs charged by the appointed lawyer 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 and for which you have paid the premium.
Territorial limit	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.
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/the insurer, us, our	DAS Legal Expenses Insurance Company Limited.
You, your	The person who has taken out cover.

INSURED INCIDENTS

1 ACCIDENT LOSS RECOVERY AND PERSONAL INJURY

What is covered

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

- (a) causes damage to the **insured vehicle** or to personal property in it; or
- (b) injures or kills an **insured person** while they are in or on the **insured vehicle**; or
- (c) injures or kills **you** while **you** are driving another motor car or motor cycle; or
- (d) 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

What is covered

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

Parking offences.

3 MOTOR CONTRACT DISPUTES

What is covered

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:

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

What is not covered

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 an **appointed lawyer** is appointed by **us**, **we** will pay the **legal costs** for **insured incidents** under **Section 1 Motor Legal Protection**.
- 2 For **insured incidents** involving the death of or injury to an **insured person** **we** will pay the application fee required by the **injuriesboard.ie (IB)**.
- 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 **we** pay any **legal costs** for appeals, **we** must agree that it is more likely than not that the appeal will succeed.
- 4 The most **we** 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

- 1 Any claim reported to **us** more than 180 days after the date an **insured person** should have known about the **insured incident**.
- 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 The use of an **insured vehicle** by an **insured person** for hire or reward or in connection with the motor trade.
- 6 Any disagreement with **us** that is not in Condition 7.
- 7 The cost of obtaining a medical report when registering a claim with the **injuriesboard.ie (IB)**.
- 8 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 9 Any legal action an **insured person** takes which **we** or the **appointed lawyer** have not agreed to or where the **insured person** does anything that hinders **us** or the **appointed lawyer**.
- 10 **Legal costs** arising from or relating to judicial review, coroner's inquest, fatal accident inquiry or injunctions.

CONDITIONS

- 1 An **insured person** must take reasonable steps to keep any amount **we** have to pay as low as possible.
- 2
 - (a) **We** can take over and conduct in the name of any **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 an **appointed lawyer** (by sending **us** a suitably qualified person's name and address) if:
 - (i) **we** agree to start court 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 **appointed lawyer** 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 an **appointed lawyer**.
 - (d) An **appointed lawyer** will be appointed by **us** to represent an **insured person** according to **our** standard terms of appointment. The **appointed lawyer** must co-operate fully with **us** at all times.
 - (e) **We** will have direct contact with the **appointed lawyer**.
 - (f) An **insured person** must co-operate fully with **us** and the **appointed lawyer** and must keep **us** up to date with the progress of the claim.
 - (g) An **insured person** must give the **appointed lawyer** 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, **we** may refuse to pay further **legal costs**.
 - (c) **We** may decide to pay the **insured person** the amount they are claiming instead of starting or continuing legal proceedings.
- 4 An **insured person** must:
 - (a) tell the **appointed lawyer** to have the **legal costs** taxed, assessed or audited, if **we** ask for this;
 - (b) take every step to recover **legal costs** that **we** have to pay, and must pay **us** any **legal costs** that are recovered.
- 5 If the **appointed lawyer** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses the **appointed lawyer** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed lawyer**.
- 6 If an **insured person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to the **appointed lawyer**, the cover **we** provide will end at once and **we** will be entitled to reclaim **legal costs** **we** have paid.

- 7 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.
- 8 **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 **we** 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.
- 9 **We** will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or **we** 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.
- 10 **We** 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.

DATA PROTECTION

To comply with the Data Protection Act 1988, the Data Protection (Amendment) Act 2003 and the Data Protection Act 2018 (and any legislation which amends, extends, consolidates, re-enacts or replaces the same, including any statutory instruments and regulations that may be made pursuant thereto) **we** are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

We may collect personal details including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **We** will only obtain personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold this policy.

WHO WE ARE

DAS Ireland is a branch office of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Office of the Data Protection Commissioner in the Republic of Ireland, and the Information Commissioner's Office in the UK. DAS Ireland has a Data Protection Officer who can be contacted at dataprotection@das.ie

HOW WE WILL USE YOUR INFORMATION

We may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact you for your feedback. If the policy includes legal advice **we** may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

We will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose the personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** may use and share the personal data with other organisations and public bodies, including the Gardaí and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via **our** website.

WHAT IS OUR LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

It is necessary for **us** to use the personal information to perform **our** obligations in accordance with any contract that **we** may have with the person taking out this policy. It is also in **our** legitimate interest to use the personal information for the provision of services in relation to any contract that **we** may have with the person taking out this policy.

HOW LONG WILL YOUR INFORMATION BE HELD FOR?

We will retain personal data for 7 years. **We** will only retain and use the personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If you no longer want **us** to use the personal data, please contact **us** at dataprotection@das.ie

WHAT ARE YOUR RIGHTS?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held.

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
Europa House
Harcourt Centre
Harcourt Street
Dublin 2
D02 WR20

Or via email: dataprotection@das.ie

HOW TO MAKE A COMPLAINT

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Office of the Data Protection Commissioner can be approached directly for a decision. The Data Protection Commissioner can be contacted at:

Data Protection Commissioner
Canal House
Station Road
Portarlinton
R32 AP23
Co. Laois

www.dataprotection.ie

SECTION 2

MOTORIST PERSONAL ACCIDENT INSURANCE

THE MEANING OF WORDS IN THIS POLICY

Accident or accidental	a sudden identifiable violent external event, which happens by chance and which could not be expected, or unavoidable exposure to severe weather.
Bodily injury	injury which is caused solely by accidental means and which independently of illness or any other cause results in death, permanent total disablement, loss of limb, loss of sight or the incurring of accident medical expenses within 12 months from the date of the accident .
Insured person(s)	you , and any passenger or driver aged 75 years and under, in the insured vehicle with your permission
Loss of limb(s)	amputation or total and permanent loss of use of one or more hands at or above the wrist or of one or more feet above the ankle (talo-tibial joint).
Loss of sight	(a) in both eyes when the insured person's name has been added to the NCBI register of Blind Persons on the authority of a qualified ophthalmic specialist; (b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the insured person is only able to see at 3 feet that which they should normally be able to see at 60 feet) and Chubb is satisfied the condition is permanent and without expectation of recovery.
Medical expenses	medical expenses shall mean all reasonable costs necessarily incurred for hospital, surgical or other diagnostic treatment, given or prescribed by a qualified medical practitioner, including charges for staying in a hospital or nursing home.
Period of Insurance	the period for which the insurer has agreed to cover you and for which you have paid the premium.

Permanent total disablement

a disability (other than by **loss of limb** or **loss of sight**) which has lasted for at least 12 months and which in **Chubb's** opinion is beyond hope of recovery and will in all probability continue for the remainder of the **insured person's** life and which prevents the **insured person** from engaging in or giving attention to:

- (a) any occupation if in gainful employment;
- (b) their business, profession or occupation of any and every kind if the **insured person** is not in gainful employment;
- (c) their business, schooling, profession or occupation of any and every kind if the **insured person** is under 16 years of age, or under 18 years of age and in full time education, for the remainder of their life.

Territorial limit

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.

The insurer/Chubb

Chubb European Group.

WHAT IS COVERED

If an **insured person** suffers **accidental bodily injury** during the **period of insurance**, which arises from them getting into, travelling in, alighting from, or carrying out roadside repairs to the **insured vehicle**, **the insurer** will pay the benefit amount stated in the table below.

Apart from medical expenses only one of the other sums shown below is payable to each **insured person** arising from one or more event arising at the same time or from the same originating cause.

Death ; loss of (one or more) limbs & eyes; total permanent disablement	€25,000
Loss of (one or more) Limb(s)	€25,000
Loss of (one or both) Eye(s)	€25,000
Permanent Total Disablement	€25,000
Medical Expenses (excluding the first €65 of each and every claim)	€3,000

Death is reduced to €5K in respect of **insured persons** under 16 years of age or under 18 years of age if in full-time education.

Loss of (one or more) Limb(s) is reduced to €10K in respect of **insured persons** under 16 years of age or under 18 years of age if in full-time education.

Loss of (one or more) Eye(s) is reduced to €10K in respect of **insured persons** under 16 years of age or under 18 years of age if in full-time education.

Permanent total disablement is reduced to €10K in respect of **insured persons** under 16 years of age or under 18 years of age if in full-time education.

WHAT IS NOT COVERED

- 1 Any claim reported more than 30 days after the date an **insured person** suffers death, **permanent total disablement, loss of limb, or loss of sight**.
- 2 **Bodily injury** directly or indirectly consequent upon:
 - (a) an **insured person** committing or attempting to commit suicide, or intentionally inflicting self-injury;
 - (b) active service in any of the armed forces of any nation or international agency;
 - (c) the **insured person** suffering from sickness or disease not directly resulting from **bodily injury**;
 - (d) any illegal act.
 - (e) Misuse of alcohol and drugs
 - (i) the **insured person's** misuse of alcohol or solvents; or
 - (ii) the **insured person's** ingestion of drugs except for drugs which are properly prescribed; or
 - (iii) the **insured person** driving a vehicle of any kind whilst the alcohol level in their blood exceeds the legal limit of the country where they are driving.
- 3 **Bodily injury** suffered after the **period of insurance** during which the **insured person** attains the age of 75 years.
- 4 The first €65 of each and every claim for **medical expenses**.

CONDITIONS

- 1 An **insured person** must notify **the insurer** of any claim under this section within 30 days of suffering **bodily injury**.
- 2 **The insurer** can, at its own expense and upon reasonable notice, require an **insured person** to have a medical examination if appropriate.
- 3 All sums payable by **the insurer** shall be paid in the Republic of Ireland and shall not carry interest.
- 4 Anyone wishing to claim must have **your** agreement to claim.

CHUBB PRIVACY NOTICE

Chubb use personal information which the **insured person** supplies to us (or, where applicable, to the **insured person's** insurance broker) in order to write and administer this Policy, including any claims arising from it.

This information will include basic contact details such as the **insured person's** name, address, and policy number, but may also include more detailed information about them (for example, their age, health, details of assets, claims history) where this is relevant to the risk **Chubb** are insuring, services **Chubb** are providing or to a claim the **insured person** is reporting.

Chubb are part of a global group, and the **insured person's** personal information may be shared with **Chubb's** group companies in other countries as required to provide coverage under the policy or to store the **insured person's** information. **Chubb** also use a number of trusted service providers, who will also have access to the **insured person's** personal information subject to our instructions and control.

The **insured person** has a number of rights in relation to their personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how **Chubb** use the **insured person's** personal information.

For more information, we strongly recommend the **insured person** reads our user-friendly Master Privacy Policy, available here: www2.chubb.com/ie-en/footer/privacy-policy.aspx

The **insured person** can ask **Chubb** for a paper copy of the Privacy Policy at any time, by contacting us at dataprotectionoffice.europe@chubb.com

SECTIONS 1 AND 2

GENERAL EXCLUSIONS AND CONDITIONS

THESE APPLY TO BOTH MOTOR LEGAL PROTECTION
AND MOTORIST PERSONAL ACCIDENT INSURANCE

GENERAL EXCLUSIONS

- 1 The **insured vehicle** being used by anyone who does not have valid motor insurance.
- 2 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, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Criminal Justice (Terrorist Offences) Act 2005;
 - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 3 Any claim that is fraudulent.

GENERAL CONDITIONS

- 1 An **insured person** must;
 - (a) keep to the terms and conditions of these policies;
 - (b) try to prevent anything happening that may cause a claim;
 - (c) send everything **the insurer** asks for in writing; and
 - (d) at the **insured person's** expense give **the insurer** full details of any claim as soon as possible and give them any information they need.
- 2 Apart from **the insurer**, **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.
- 3 This policy will be governed by Irish Law. All acts of the Oireachtas within the policy wording shall include any amendment or replacement legislation.
- 4 **You** can cancel this policy by telling **the insurer** at any time as long as **you** tell **the insurer** at least 14 days beforehand. **The insurer** can cancel this policy at any time as long as they 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.

POLICY SUMMARY

DAS Motor Legal Protection Plus (incorporating Motorist Personal Accident insurance) – Policy Summary.

This policy summary provides key information about Motor Legal Protection Plus which you should read. It does not contain the full terms and conditions of the policy which can be found in the Motor Legal Protection Plus policy document.

Motor Legal Protection is underwritten by DAS. It is a legal expenses insurance contract which helps you to recover uninsured losses and costs if you have a non fault accident and defend you if charged with a motoring offence or need assistance in a motor contract dispute.

Motorist Personal Accident Insurance is underwritten by Chubb European Group. It is a personal accident insurance contract which provides compensation for accidental bodily injury following a motor accident involving your vehicle.

Features and benefits	Significant exclusions or limitations	Where to look in your policy
<p>MOTOR LEGAL PROTECTION For the incidents and circumstances listed below DAS will resolve an insured legal problem, either ourselves or through external and other experts that we will appoint.</p> <p>1 Accident Loss Recovery and Personal Injury We will negotiate to recover uninsured losses and costs after an event which:</p> <p>(a) injures or kills you while you are driving or are a passenger in the insured vehicle or another vehicle, or if you are a cyclist or pedestrian;</p> <p>(b) injures or kills passenger(s) or drivers in or on the insured vehicle;</p> <p>(c) injures or kills a member of your family while they are a passenger, cyclist or pedestrian;</p> <p>(d) damages the insured vehicle or personal property in it.</p> <p>For events described in paragraphs (a), (b) and (c) above, DAS will pay the application fee required by the injuriesboard.ie (IB).</p>	<p>In civil cases, it must be more likely than not that the insured person will recover damages or make a successful defence.</p> <p>External costs are limited to €130,000 and this includes opponents' costs.</p> <p>Costs incurred before DAS agrees to appoint a lawyer to help an insured person.</p> <p>Unless DAS agrees to start court proceedings or there is a conflict of interest, DAS is free to chose a representative to help the insured person.</p> <p>Claims reported after more than 180 days.</p> <p>The insured vehicle being used by anyone who does not have valid motor insurance.</p> <p>The costs of obtaining a medical report from the IB.</p>	<p>Page 10 THIS IS YOUR DAS MOTOR LEGAL PROTECTION POLICY 3</p> <p>Page 14 WHAT IS COVERED 4</p> <p>Page 15 WHAT IS NOT COVERED 2</p> <p>Page 16 CONDITIONS 2 (b) and (c)</p> <p>Page 15 WHAT IS NOT COVERED 1</p> <p>Page 15 WHAT IS NOT COVERED 3</p> <p>Page 15 WHAT IS NOT COVERED 7</p>

Features and benefits	Significant exclusions or limitations	Where to look in your policy
<p>2 Motor Legal Defence DAS will defend a prosecution if you or anyone in the insured vehicle with your consent commits a driving offence.</p> <p>3 Motor Contract Disputes We will negotiate your legal rights in a contractual dispute you have which relates to the insured vehicle.</p> <p>TELEPHONE HELPLINES The following 24 hour telephone helpline services apply to the Republic of Ireland and UK.</p> <p>Legal Advice Service Advice on any personal legal problem within Republic of Ireland or UK laws. Available 24 hours a day, seven days a week.</p> <p>Drivers' Assistance Service DAS can arrange help if your vehicle cannot be driven because of an accident or breakdown. Available 24 hours a day, seven days a week.</p> <p>Health & Medical Information Service We can provide information on health and fitness and non-diagnostic medical advice. Available 9am-5pm, Monday to Friday, excluding public and bank holidays.</p> <p>Counselling We provide a confidential counselling service over the phone. Available 24 hours a day, seven days a week.</p>	<p>Parking offences.</p> <p>Fines, damages or court orders.</p> <p>The contract must have been entered into during the period of insurance.</p> <p>The amount in dispute must exceed €150.</p> <p>You are responsible for the contractor's charges.</p> <p>You are responsible for the costs of using referral services.</p> <p>Available to persons aged 18 years or over (or aged between 16 and 18 and in full-time employment).</p>	<p>Page 13 2 MOTOR LEGAL DEFENCE WHAT IS NOT COVERED</p> <p>Page 15 WHAT IS NOT COVERED 4</p> <p>Page 13 3 MOTOR CONTRACT DISPUTES WHAT IS COVERED Provided that (i) and (ii)</p> <p>HELPLINE SERVICES</p> <p>Page 2 HELPLINE SERVICES</p> <p>Page 2 HELPLINE SERVICES</p> <p>Page 2 HELPLINE SERVICES</p> <p>Page 3 HELPLINE SERVICES</p> <p>Page 3 HELPLINE SERVICES</p>

Features and benefits	Significant exclusions or limitations	Where to look in your policy
<p>MOTORIST PERSONAL ACCIDENT INSURANCE</p> <p>If an insured person suffers accidental bodily during the period of insurance, which arises from them getting into, travelling in, alighting from, or carrying out roadside repairs to the insured vehicle, the insurer will pay the following lump sums:</p> <p>DEATH £25K</p> <p>LOSS OF LIMBS £25K</p> <p>LOSS OF EYES £25K</p> <p>PERMANENT TOTAL DISABLEMENT £25K</p> <p>MEDICAL EXPENSES €3K</p>	<p>When the Insured Person attains the age of 75</p> <p>Excluding the first €65 of each and every claim</p> <p>Note benefits in respect of persons aged under 18 years are reduced.</p>	<p>Page 24 WHAT IS NOT COVERED 3</p> <p>Page 24 WHAT IS NOT COVERED 4</p> <p>Page 23 WHAT IS COVERED</p>

IMPORTANT INFORMATION

■ CLAIMS HELPLINE

For Motor Legal Protection claims call 01 670 7470

For Motorist Personal Accident Insurance claims call 01 440 1700

■ ADVICE HELPLINE

Call 1850 670 747 when you require legal advice

■ COUNSELLING HELPLINE

Call 1850 670 407 for confidential counselling

■ COMPLAINTS

Call 01 670 7470 if you wish to make a complaint relating to Motor Legal Protection

Call 01 440 1700 if you wish to make a complaint relating to Motorist Personal Accident Insurance

For more about the helpline services, please see page 2.

Policy number

Period of insurance from

Stationery number

Period of insurance to

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 | DAS Legal Expenses Insurance Company Limited | Head and registered office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH | Registered in England and Wales | Company Number 103274 | Registered as a branch in Ireland under number 903779 | Website: www.das.ie