



Motor Legal  
Protection Plus  
incorporating  
AIG Motorist  
Personal Accident Insurance

**Policy Wording**



**ARAG**



**AIG**

## Helpline services

An **insured person** can contact **us** 24 hours a day, seven days a week during the **period of insurance**. However, **we** may need to arrange to call the **insured person** back depending on their enquiry. 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

Call **0818 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.**

### MOTORIST ASSISTANCE SERVICE

Call **0818 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.

**The Motorist Assistance Service helpline is open 24 hours a day, seven days a week.**

### HEALTH & MEDICAL INFORMATION SERVICE

Call **0818 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.**

**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**.

**The counselling service helpline is open 24 hours a day, seven days a week.**

**We** will not be responsible if the helplines fail for reasons beyond **our** control.

# Contents

<b>Helpline services</b>	<b>2</b>	
<b>Welcome to ARAG Motor Legal Protection Plus</b>	<b>5</b>	
After a motor accident	7	
If your vehicle cannot be driven	7	
How we help you if you have uninsured losses	7	
When we cannot help	8	
How to make a complaint	8	
<b>This is your ARAG Motor Legal Protection Plus policy</b>	<b>10</b>	
<b>Section 1</b>	<b>Motor Legal Protection Plus</b>	<b>11</b>
	<b>The meaning of words in this section</b>	<b>11</b>
	<b>Insured incidents</b>	<b>12</b>
	<b>What is covered</b>	<b>13</b>
	<b>What is not covered</b>	<b>13</b>
	<b>Conditions</b>	<b>14</b>
	<b>Privacy statement</b>	<b>15</b>
<b>Section 2</b>	<b>Motorist Personal Accident Insurance</b>	<b>16</b>
	<b>The meaning of words in this section</b>	<b>16</b>
	<b>What is covered</b>	<b>18</b>
	<b>What is not covered by this policy</b>	<b>19</b>
	<b>Conditions</b>	<b>19</b>
	<b>AIG privacy statement</b>	<b>20</b>
<b>Sections 1 and 2</b>	<b>General exclusions</b>	<b>21</b>
	<b>General conditions</b>	<b>21</b>
<b>Policy summary</b>		<b>23</b>
<b>Important information</b>		<b>back cover</b>

# Welcome to **ARAG Motor Legal Protection Plus** incorporating Motorist Personal Accident Insurance

This is **your ARAG Motor Legal Protection Plus** policy incorporating **Motorist Personal Accident Insurance** provided by AIG Europe S.A.

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 is provided on page 21 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 provided by ARAG Legal Protection Limited on behalf of the **insurer**, ARAG Allgemeine Versicherungs Aktiengesellschaft.

**Motorist Personal Accident Insurance** is underwritten by AIG Europe S.A.

## Making a claim

To claim under **Section 1 Motor Legal Protection** **you** must give **ARAG** details of any claim as soon as possible but within 180 days of the **insured incident** happening. If **you** wish to make a claim after a motor accident please phone **us** on **01 670 7470**. If **you** wish to make a claim relating to a motoring prosecution or motor contract dispute please phone **us** on **01 670 7470**.

**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 | ARAG Legal Protection Limited | 1 Hatch Street | Dublin 2 | D02 PY28** or email to **claims@arag.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**.

If **you** are claiming under **Section 2 Motorist Personal Accident Insurance** send **your** claim to:  
**AIG Europe S.A. | 30 North Wall Quay | I.F.S.C. | Dublin 1 | D01R8H7**  
Telephone: **01 208 1400** | Email: **irelandclaims.ie@aig.com**

## Head and registered offices

### **AIG**

AIG Europe S.A. is an insurance undertaking with R.C.S. Luxembourg number Company registration number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg. AIG Europe S.A., Ireland branch office has its registered office at **30 North Wall Quay, I.F.S.C., Dublin 1, DO I R8H7**. Branch registration number 908876. VAT number 3580476UH.

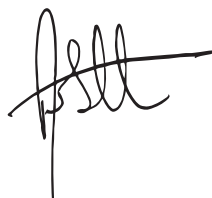
AIG Europe S.A. Ireland Branch does not provide advice or any personal recommendation about this product. Employees of AIG Europe S.A., Ireland Branch are paid a salary and do not receive bonuses or commissions directly linked to sales.

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.

### **ARAG**

ARAG Legal Protection Limited is registered in Republic of Ireland number 639625. Registered address: **1 Hatch Street, Dublin 2, D02 PY28**. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

ARAG Legal Protection Limited is a coverholder of the **insurer** ARAG Allgemeine Versicherungs Aktiengesellschaft. ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of Business rules.



Adrienne O'Sullivan  
Chief Executive Officer  
ARAG Legal Protection Limited

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 5.

If **you** are not sure what to do after an accident, call **our** legal advice Helpline (**0818 670 747**) for assistance.

### **If your vehicle cannot be driven**

If the **insured vehicle** cannot be driven after an accident **our** Motorist 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 **insured person** has been injured or killed **we** will help to deal with their compensation claim through the **Personal Injuries Assessment Board (PIAB)**.

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.

## How to make a complaint

ARAG will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to:

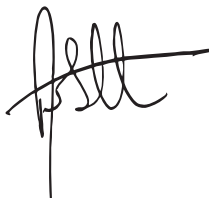
The Head of Legal & Compliance at **ARAG Legal Protection Limited | 1 Hatch Street | Dublin 2 | D02 PY28**. Or **you** can phone **us** during standard office hours on **01 670 7470** or email **us** at **customerrelations@arag.ie**.

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

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@fspoi.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 | I.F.S.C. | 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.



Adrienne O'Sullivan  
Chief Executive Officer  
ARAG Legal Protection Limited

# When we **cannot help** under Section 2 Motorist Personal Accident Insurance

## How to make a complaint

If **you** feel **you** have cause for complaint **you** should contact:

The Customer Complaints Officer, **AIG Europe S.A | 30 North Wall Quay | IFSC | Dublin 1 | D01 R8H7**. Phone: **+353 1 208 1400** E-mail: **customercomplaints.ie@aig.com**  
Website: **www.aig.ie/complaints**

At any stage **you** may contact any of the following:

Insurance Ireland, **Insurance Centre | 5 Harbourmaster Place | IFSC | Dublin 1 | D01 E7E8**.  
Phone: **+353 1 676 1820** Fax: **+353 1 676 1943** E-mail: **feedback@insuranceireland.eu**  
Website: **http://www.insuranceireland.eu**

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

As AIG Europe S.A. is a Luxembourg based insurance company, complainants who are natural persons acting outside of their professional activity may also, in addition to the complaints procedure set out above, if they are not satisfied with AIG's Irish Branch response or in the absence of response after 90 days:

- raise the complaint with **our** head office by writing to AIG Europe SA "**Service Reclamations Niveau Direction**" **35D Avenue JF Kennedy L-1855 Luxembourg - Grand Duché de Luxembourg** or by email at **aigeurope.luxcomplaints@aig.com**;
- access one of the Luxembourg mediator bodies the contact details of which are available on AIG Europe S.A.'s website: **http://www.aig.lu/**; or
- lodge a request for an "out of court resolution" process with the Luxembourg Commissariat Aux Assurances (CAA) by writing to **CAA, 7 boulevard Joseph II, L-1840 Luxembourg - Grand Duché de Luxembourg** or by fax at **+352 22 69 10**, or by email at **reclamation@caa.lu** or online through the CAA website: **http://www.caa.lu**.

All requests to the CAA or to one of the Luxembourg mediator bodies must be filed in Luxembourgish, German, French or English.

Following this complaint procedure or making use of the one of the above options does not affect the complainant's right to take legal action.

# This is your **ARAG 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:

- the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- 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
- 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
- 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

The following words have these meanings wherever they appear in this policy in **bold**:

<b>appointed lawyer</b>	The lawyer or other suitably qualified person, who has been appointed to act for an <b>insured person</b> under Condition 2 applying to <b>Motor Legal Protection</b> .
<b>date of occurrence</b>	(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 <b>date of occurrence</b> is the date of the first of these events. (This is the date the event happened, which may be before the date <b>you</b> or an <b>insured person</b> first became aware of it.) (b) For motoring offences, the date of the motor offence an <b>insured person</b> is alleged to have committed. If there is more than one offence arising at different times, the <b>date of occurrence</b> is the date an <b>insured person</b> began, or is alleged to have begun, to break the law.
<b>insured incidents</b>	<ol style="list-style-type: none"><li><b>1 Accident loss recovery and personal injury</b></li><li><b>2 Motor legal defence</b></li><li><b>3 Motor contract disputes</b></li></ol> As described on page 11.
<b>insured person(s)</b>	<b>You</b> , and any passenger or driver who is in or on the <b>insured vehicle</b> with <b>your</b> permission.
<b>insured vehicle</b>	The vehicle (below 7.5 tonnes total vehicle weight) specified in the motor insurance policy issued with this policy. It also includes any caravan or trailer attached to this vehicle.
<b>insurer</b>	ARAG Allgemeine Versicherungs Aktiengesellschaft.
<b>legal costs</b>	All reasonable and necessary costs charged by the <b>appointed lawyer</b> on a

## Section 1 **Motor Legal Protection** (continued)

	party/party basis. Also the costs incurred by opponents in civil cases if an <b>insured person</b> has to pay them or pays them with <b>our</b> agreement.
<b>period of insurance</b>	The period for which <b>we</b> have agreed to cover <b>you</b> and for which <b>you</b> have paid the premium.
<b>Personal Injuries Assessment Board (PIAB)</b>	An independent state body which assesses personal injury compensation.
<b>territorial limit</b>	<b>For insured incident Accident Loss Recovery and Personal Injury</b> The European Union, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, and Turkey. <b>For insured incidents Motor Legal Defence and Motor Contract Disputes</b> The Republic of Ireland.
<b>uninsured losses</b>	Losses which an <b>insured person</b> 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.
<b>we, us, our</b>	ARAG Legal Protection Limited who is authorised under a coverholder agreement to administer this insurance on behalf of the <b>insurer</b> , ARAG Allgemeine Versicherungs Aktiengesellschaft.
<b>you, your</b>	The person who has taken out cover.

# Insured incidents

<b>What is covered</b> Please also refer to <b>our</b> agreement on page 12.	<b>What is not covered</b> Please also refer to the policy exclusions on page 12
<b>1 ACCIDENT LOSS RECOVERY AND PERSONAL INJURY</b> <b>Legal costs</b> incurred to recover <b>uninsured losses</b> after an event which: <b>(a)</b> causes damage to the <b>insured vehicle</b> or to personal property in it; or <b>(b)</b> injures or kills an <b>insured person</b> while they are in or on the <b>insured vehicle</b> ; or <b>(c)</b> injures or kills <b>you</b> while <b>you</b> are driving another motor car or motor cycle; or <b>(d)</b> injures or kills <b>you</b> or any member of <b>your</b> family (who always live with <b>you</b> ) as a passenger in a motor vehicle, a cyclist or a pedestrian.	
<b>2 MOTOR LEGAL DEFENCE</b> <b>Legal costs</b> incurred to defend an <b>insured person's</b> legal rights if they are prosecuted for an offence connected with the use or driving of an <b>insured vehicle</b> .	Parking offences.
<b>3 MOTOR CONTRACT DISPUTES</b> <b>Legal costs</b> incurred in respect of a dispute arising from an agreement which <b>you</b> have for buying, selling, hiring or insuring an <b>insured vehicle</b> or its spare parts or accessories or the service, repair or testing of an <b>insured vehicle</b> . Provided that: <b>(i)</b> <b>you</b> must have entered into the agreement during the <b>period of insurance</b> , and <b>(ii)</b> the amount in dispute must be more than €150.	Any claim relating to the settlement payable under an insurance policy ( <b>we</b> will cover a dispute if <b>your insurer</b> refuses <b>your</b> claim, but not for a dispute over the amount of the claim).

## What is covered

- 1 If an **appointed lawyer** is appointed by **us**, the **insurer** 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** the **insurer** will pay the application fee required by the **Personal Injuries Assessment Board (PIAB)**.
- 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 the **insurer** pays any **legal costs** for appeals, **we** must agree that it is more likely than not that the appeal will succeed.
- 4 The most the **insurer** 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 **Personal Injuries Assessment Board (PIAB)**.
- 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 the **insurer** has to pay as low as possible.
- 2
  - (a) **We** can take over and conduct in the name of an **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 legal 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 **representative** 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 the **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, the **insurer** may refuse to pay any further **legal costs**.
  - (c) The **insurer** 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 the **insurer** has to pay, and must pay the **insurer** 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 a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim from **you** **legal costs** the **insurer** has 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](http://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

## Conditions (continued)

**insured person** and **us**. Subject to this the **insurer** 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 the **insurer** will not pay the claim if:

- (a) a claim the **insured person** has made to obtain benefit under this policy involves a fraudulent misrepresentation or where any conduct by the **insured person** (relative to the contract or the steps leading to its formation) involves fraud of any other kind, or
- (b) a false declaration or statement is made in support of a claim.

Where the above circumstances apply, as part of **our** fraud prevention measures **we** will, at **our** discretion, also share information with other parties such as the Gardaí, government bodies and anti-fraud organisations.

**10** The **insurer** 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.

## Privacy statement

This is a summary of how **we** collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website [www.arag.ie](http://www.arag.ie)

### Collecting personal information

**ARAG** may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement.

**We** may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

### Using personal or sensitive information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations.

**We** will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

### Keeping personal information

**We** shall not keep personal information for any longer than necessary.

### Your rights

**You** have a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **we** will not be able to delete personal data, please refer to **our** full privacy statement.

## Section 2 Motorist Personal Accident Insurance

### The meaning of words in this section

The following words have these meanings wherever they appear in this policy in **bold**:

<b>accident or accidental</b>	a sudden identifiable violent external event, which happens by chance and which could not be expected, or unavoidable exposure to severe weather.
<b>accident medical expenses</b>	<b>accident medical expenses</b> 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.
<b>bodily injury</b>	injury which is caused solely by <b>accidental</b> means and which independently of illness or any other cause results in death, <b>permanent total disablement, loss of limb, loss of sight</b> or the incurring of <b>accident medical expenses</b> within 12 months from the date of the <b>accident</b> .
<b>completed application form</b>	The precise record of the answers the <b>insured person</b> provided to each of the specific questions asked by the <b>insurer</b> at the pre-contractual stage of a contract of insurance. The <b>insured person</b> must answer all of the questions on the <b>completed application form</b> honestly and with reasonable care, failure to do so may regarded as a <b>misrepresentation</b> .
<b>insured person(s)</b>	you, and any passenger or driver aged 75 years and under, in the <b>insured vehicle</b> with your permission
<b>insurer/AIG</b>	AIG Europe S.A.
<b>loss of limb(s)</b>	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).
<b>loss of sight</b>	(a) in both eyes when the <b>insured person's</b> 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 <b>insured person</b> is only able to see at 3 feet that which they should normally be able to see at 60 feet) and <b>AIG Europe S.A.</b> is satisfied the condition is permanent and without expectation of recovery.
<b>misrepresentation</b>	Any innocent, negligent or fraudulent answer(s) provided by the <b>insured person</b> to any question on the <b>completed application form</b> .

## The meaning of **words** in this section (continued)

<b>period of insurance</b>	the period for which the <b>insurer</b> has agreed to cover you and for which you have paid the premium.
<b>permanent total disablement</b>	<p>a disability (other than by <b>loss of limb</b> or <b>loss of sight</b>) which has lasted for at least 12 months and which in <b>ALIG Europe S.A.</b>'s opinion is beyond hope of recovery and will in all probability continue for the remainder of the <b>insured person's</b> life and which prevents the <b>insured person</b> from engaging in or giving attention to:</p> <ul style="list-style-type: none"><li>(a) any occupation if in gainful employment;</li><li>(b) their business, profession or occupation of any and every kind if the <b>insured person</b> is not in gainful employment;</li><li>(c) their business, schooling, profession or occupation of any and every kind if the <b>insured person</b> is under 16 years of age, or under 18 years of age and in full time education, for the remainder of their life.</li></ul>
<b>territorial limit</b>	The European Union, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

## 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.

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

Death is reduced to **€5,000** 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 **€10,000** 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 **€10,000** 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 **€10,000** 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.

## AIG privacy statement

**AIG Europe S.A.** is committed to protecting the privacy of customers, claimants and other business contacts.

**"Personal Information"** identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

**The types of Personal Information we may collect and why** – Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis

**Sharing of Personal Information** - For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may

be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

**International transfer** - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

**Security of Personal Information** – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

**Your rights** – You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

**Privacy Policy** – More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: <https://www.aig.ie/privacy-policy> or you may request a copy by writing to: Data Protection Officer, AIG Europe S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1 or by email at: [dataprotectionofficer.ie@aig.com](mailto:dataprotectionofficer.ie@aig.com)

## Sections 1 and 2 general **exclusions**

Applying to both Motor Legal Protection and Motorist Personal Accident Insurance

- 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.

## Sections 1 and 2 general **conditions**

Applying to both Motor Legal Protection and Motorist Personal Accident Insurance

### 1. **Completed Application Form**

An **insured person** must answer all questions on the **completed application form** honestly and with reasonable care. Failure to do so may result in **your** policy being cancelled or the **insurer** may refuse to deal with any claims or reduce the amount of a claim payment, as detailed under the **Impact of Misrepresentation** section.

The **insured person** must either immediately or as soon as reasonably possible inform the **insurer** if any of the answers or information given in the **completed application form** is inaccurate or has changed.

### 2. **Impact of Misrepresentation**

The impact of any Misrepresentation by the **insured person** to any of the answers provided on the **completed application form** is as follows:

#### (a) Innocent Misrepresentation:

Where the **insured person** have answered all questions in the Completed Application Form honestly and with reasonable care but where the **insured person** made an innocent misrepresentation (that is, one that is neither negligent nor fraudulent) the **insurer** will pay any covered claim event subject to the terms and conditions of this policy.

#### (b) Negligent Misrepresentation:

If the **insured person** make a negligent misrepresentation or fail to take reasonable care in completing the Completed Application Form the cover under this policy may not fully operate and in the event of a claim the **insurer** will exercise one of the following remedies:

- (a) If knowing the full details the **insurer** would not have entered into the insurance contract, the **insurer** may avoid the contract, refuse all claims and return any premiums paid by the **insured person**.

## Sections 1 and 2 general conditions (continued)

- (b) If the **insurer** would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), the contract of insurance may be treated as if it had been entered into on those terms.
  - (c) If the **insurer** would have entered into the contract of insurance but have charged a higher premium, the **insurer** may reduce proportionately the amount to be paid on the claim.
  - (d) Where there is no outstanding claim under the contract of insurance, the **insurer** may either:
    - (i) give notice to the **insured person** that in the event of a claim the **insurer** will exercise the remedies in paragraphs (a) to (c), or
    - (ii) terminate the contract by giving reasonable notice to the **insured person**.
- (c) Fraudulent Misrepresentation:  
If the **insured person** make a fraudulent misrepresentation or where any conduct by the **insured person** or involves fraud of any kind the **insurer** shall be entitled to avoid the contract of insurance and refuse any claims.

### 3 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.

### 4 Cooling Off Period

**You** have 14 working days from the start date of this policy to cancel the cover without penalty. **You** will however be charged a pro rata premium for the period **you** were on cover. The **insurer** will require **your** cancellation request to be in writing (by email or letter) with **your** policy number details included. **Your** cancellation will only take effect upon **our** receipt of **your** written cancellation request.

### 5 Alteration of Risk

**You** must contact the **insurer** immediately or as soon as reasonably possible, if any of the answers or information provided is inaccurate or has changed beyond what was reasonably contemplated when the policy was concluded.

### 6 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.

### 7 This policy will be governed by Irish Law. All acts of the Oireachtas within the policy wording shall include any amendment or replacement legislation.

### 8 If at any time, **you** decide to cancel **your** policy (provided the duration of the contract is not less than one month), and **you** do so in writing, by email or letter, the **insurer** will not impose any financial cost other than the cost of the premium for the period of cover. However, if **you** have arranged **your** insurance policy through an authorised and regulated insurance intermediary **you** may also be liable to pay a fee to that intermediary. **Your** intermediary's terms of business, will confirm such information for **you**.

## Policy summary

# ARAG Motor Legal Protection Plus (incorporating Motorist Personal Accident insurance)

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 Plus** 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 **AIG Europe S.A.** It is a personal accident insurance contract which provides compensation for accidental bodily injury following a motor accident involving **your** vehicle.

Significant features & benefits	Significant exclusions or limitations	Where found
<p><b>Motor Legal Protection</b> For the incidents and circumstances listed below ARAG will resolve an insured legal problem, either ourselves or through external and other experts that <b>we</b> will appoint.</p>	<p>In civil cases, it must be more likely than not that the <b>insured person</b> 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 ARAG agrees to appoint a lawyer to help an <b>insured person</b>.</p> <p>Unless ARAG agrees to start court proceedings or there is a conflict of interest, ARAG is free to chose a representative to help the <b>insured person</b>.</p> <p>The <b>insured vehicle</b> being used by anyone who does not have valid motor insurance.</p>	<p><b>Page 9</b> <b>This is your ARAG Motor Legal Protection Plus policy</b></p> <p><b>Page 12</b> <b>What is covered 4</b></p> <p><b>Page 12</b> <b>What is not covered 2</b></p> <p><b>Page 13</b> <b>Conditions 2 (b) and (c)</b></p> <p><b>Page 12</b> <b>What is not covered 3</b></p>

Significant features & benefits	Significant exclusions or limitations	Where found
<p><b>1 Accident Loss Recovery and Personal Injury</b>  <b>We</b> will negotiate to recover uninsured losses and costs after an event which:</p> <ul style="list-style-type: none"> <li><b>(a)</b> injures or kills <b>you</b> while <b>you</b> are driving or are a passenger in the <b>insured vehicle</b> or another vehicle, or if <b>you</b> are a cyclist or pedestrian;</li> <li><b>(b)</b> injures or kills passenger(s) or drivers in or on the <b>insured vehicle</b>;</li> <li><b>(c)</b> injures or kills a member of <b>your</b> family while they are a passenger, cyclist or pedestrian;</li> <li><b>(d)</b> damages the <b>insured vehicle</b> or personal property in it.</li> </ul> <p>For events described in paragraphs <b>(a)</b>, <b>(b)</b> and <b>(c)</b> above, the <b>insurer</b> will pay the application fee required by the <b>Personal Injuries Assessment Board (PIAB)</b>.</p>	<p>The costs of obtaining a medical report from the PIAB.</p>	<p>Page 12  <b>What is not covered 7</b></p>
<p><b>2 Motor Legal Defence</b>  ARAG will defend a prosecution if <b>you</b> or anyone in the <b>insured vehicle</b> with <b>your</b> consent commits a driving offence.</p>	<p>Parking offences.</p> <p>Fines, damages or court orders.</p>	<p>Page 11  <b>2 MOTOR LEGAL DEFENCE</b>  <b>What is not covered</b></p> <p>Page 12  <b>What is not covered 4</b></p>
<p><b>3 Motor Contact Disputes</b>  <b>We</b> will negotiate <b>your</b> legal rights in a contractual dispute <b>you</b> have which relates to the <b>insured vehicle</b>.</p>	<p>The contract must have been entered into during the <b>period of insurance</b>.</p> <p>The amount in dispute must exceed €150.</p>	<p>Page 11  <b>MOTOR CONTRACT DISPUTES</b>  <b>What is covered</b>  <b>Provided that (i) and (ii)</b></p>

Significant features & benefits	Significant exclusions or limitations	Where found										
<p><b>Legal Advice Service</b> Advice on any personal legal problem within Republic of Ireland or UK laws. Available 24 hours a day, seven days a week.</p>		Page 2 HELPLINE SERVICES										
<p><b>Health &amp; Medical Information Service</b> <b>We</b> can provide information on health and fitness and non-diagnostic medical advice. Available 9am-5pm, Monday to Friday, excluding public and bank holidays.</p>		Page 3 HELPLINE SERVICES										
<p><b>Counselling</b> <b>We</b> provide a confidential counselling service over the phone. Available 24 hours a day, seven days a week.</p>	<p><b>You</b> are responsible for the costs of using referral services. Available to persons aged 18 years or over (or aged between 16 and 18 and in full-time employment).</p>	Page 3 HELPLINE SERVICES										
<p><b>Motorist Personal Accident Insurance</b> If an <b>insured person</b> suffers accidental <b>bodily injury</b> during the <b>period of insurance</b>, which arises from them getting into, travelling in, alighting from, or carrying out roadside repairs to the <b>insured vehicle</b>, the <b>insurer</b> will pay the following lump sums:</p> <table border="0"> <tr> <td><b>Death</b></td> <td><b>€25K</b></td> </tr> <tr> <td><b>Loss of limbs</b></td> <td><b>€25K</b></td> </tr> <tr> <td><b>Loss of eyes</b></td> <td><b>€25K</b></td> </tr> <tr> <td><b>Permanent total disablement</b></td> <td><b>€25K</b></td> </tr> <tr> <td><b>Medical expenses</b></td> <td><b>€3K</b></td> </tr> </table>	<b>Death</b>	<b>€25K</b>	<b>Loss of limbs</b>	<b>€25K</b>	<b>Loss of eyes</b>	<b>€25K</b>	<b>Permanent total disablement</b>	<b>€25K</b>	<b>Medical expenses</b>	<b>€3K</b>	<p>When the <b>insured person</b> 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 17 <b>What is covered</b></p> <p>Page 18 <b>What is not covered 3</b></p> <p>Page 18 <b>What is not covered 4</b></p>
<b>Death</b>	<b>€25K</b>											
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<b>Permanent total disablement</b>	<b>€25K</b>											
<b>Medical expenses</b>	<b>€3K</b>											

# Claims examples

## Example 1

### Personal Injury

**Our** insured suffered extensive injuries following a head on collision.

- The complexity of the case required both ARAG appointed solicitors and extensive medical reports.
- With ARAG legal and financial support, **our** client's case resulted in an award of €142,200 received and without the policy he would have faced the prospect of paying costs exceeding €38,000.
- The insured had also been covered for Personal Accident Insurance and was compensated with a lump sum of €25,000 for the loss of a limb.

## Example 2

### Uninsured Loss Recovery

**Our** policyholder was negotiating a roundabout in Cork when another car cut in front of him without warning, colliding with the offside of his vehicle causing substantial damage.

- The car was beyond economic repair. There were no witnesses and the other driver denied liability.
- ARAG appointed solicitors to act on **our** policyholder's behalf.
- Legal proceedings were issued, and the value of the car was awarded to the policyholder as well as an amount for loss of earnings and travel expenses.
- Solicitor's fees, paid by ARAG, came to over €2,200.

## Example 3

### Motor Contract Disputes

**Our** policyholder had their car fully repainted in a garage.

- After a short period of time the new paint began to change colour in parts and sections of the body work turned pink. The garage at first refused to admit liability and then refused to engage with **our** policyholder stating it was a problem with the paint and not their work.
- ARAG took on the claim and issued a letter to the garage threatening to issue proceedings if the matter wasn't dealt with. However the garage still did not respond.
- Legal proceedings were issued and only then did the garage engage and agree to work with the policyholder to resolve the issue, ultimately leading to the job being redone at no cost to the PH.
- All legal fees were paid by ARAG.

## Your important information

### CLAIMS HELPLINE

For Motor Legal Protection claims call:

**01 670 7470** following an accident

**01 670 7470** for claims relating to a motoring prosecution or motor contract dispute

For Motorist Personal Accident Insurance claims

**The Accident & Health Claims Department**

**AIG Europe S.A., 30 North Wall Quay, International Financial Services Centre, Dublin 1**

Telephone: +353 (0) 1 208 1400

E-Mail: [irelandclaims.ie@aig.com](mailto:irelandclaims.ie@aig.com)

### ADVICE HELPLINE

call **0818 670 747** when **you** require advice

### COUNSELLING HELPLINE

call **1800 670 407** for confidential counselling

### COMPLAINTS

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

call **01 208 1400** if you wish to make a complaint relating to Motorist Personal Accident Insurance

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

ARAG Legal Protection Limited is registered in Republic of Ireland (CRO number 639625). Registered Address : 1 Hatch Street, Dublin 2, D02 PY28. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland (C191422).

ARAG Legal Protection Limited is a coverholder of the insurer, ARAG Allgemeine Versicherungs Aktiengesellschaft, ARAG Platz 1, D-40472 Düsseldorf, Germany, which is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany. The insurer operates in Ireland through its Irish Branch, (CRO number 909141) which is regulated by the Central Bank of Ireland (C194774) for Conduct of Business Rules.

[www.arag.ie](http://www.arag.ie)