

# **Legal Protection Insurance Contract (Basic)**

Supplemental pre-contractual information document for non-life insurance products (supplemental PID Non-Life)

**Company: Euro Insurances DAC** 

**Insurance product: ALD Automotive Legal Protection** 

**Policy** 

AYINS/ALDIT Sup PID version 4.0 01/05/2025 - last update

This document contains information that is additional and complementary to the contents of the IPID (Precontractual information document of non-life insurance contracts), to help the potential policyholder understand in more detail the characteristics of the product, the contractual obligations and the financial situation of the Company.

The policyholder must read the insurance conditions before signing the contract

Euro Insurances DAC (hereinafter also referred to as the "Company"), registered office Lease Plan House - Ground Floor - Central Park - Leopardstown, Dublin 18, Ireland, operating in Italy under the freedom to provide services, website <a href="http://www.leaseplaninsurance.com">http://www.leaseplaninsurance.com</a>. Represented in Italy for claims management by ACClaims SRL, Via Guardini 75, 38121 Trento; Telephone: 0461-270401; email: <a href="mailto:tutelalegale.euroinsurance@acclaims.it">tutelalegale.euroinsurance@acclaims.it</a>

Registration number in the List annexed to the Register of Insurance Undertakings: II.00320 - registration of 03/01/2008. ISVAP company code 10570. Competent regulator: Central Bank of Ireland.

The shareholders' equity of Euro Insurances DAC as at 31 December 2024 amounts to €475 million, and consists of share capital of €1.028 million, of which €10.8 million of capital contribution, €127 million of share premium and capital reserves of €336 million.

- Minimum Capital Requirement (MCR): €75,252,000
- Solvency Capital Requirement: €187,078,000
- Eligible Own Funds to cover the same: €536,766,000
- The Solvency Ratio, as the ratio between Eligible Own Funds and Solvency Capital Requirement is 287%

The report on the company's solvency and financial condition (SFCR) can be viewed at the following link: https://ayvensinsurance.com/-/media/ayvensinsurance/public/ix/lpinssfcrye2024final.pdf

The contract is governed by Italian law.



THE REAL PROPERTY.

#### What is insured?

The Company's commitment is related to the limits specified in the IPID.

There are no options with premium reduction or options with payment of an additional premium.

## Expense Reimbursement -Legal Expenses

In addition to the information provided in the IPID, it should be noted that the Company reimburses the Insured exclusively for the following expenses of the Legal Expenses section:

- Intervention of an attorney appointed to manage the insurance case
- Intervention of an expert/technical consultant appointed by the Judge and/or a party's expert
- Criminal court costs
- Administrative penalty
- Assessments on the parties, properties, methods, and dynamics of the insurance case
  - Research for exculpatory evidence, in criminal proceedings
  - Drafting of complaints, suits, and petitions to the court

In addition to the information provided in the IPID, it should be noted that the Company reimburses the Insured in the event of arrest, threat of arrest, or criminal proceedings abroad, in one of the countries where the insurance is in effect:

- The services of an interpreter.
- The translation of transcripts and documents in the proceedings.
- Advances for bail, when ordered by the court, up to the maximum limit indicated in the policy schedule. The amount advanced must be refunded to the Company within 60 days from payment: after the expiry of that period the Company will charge interest at the current statutory rate. Pending repayment by the Insured, the advanced amount will reduce the maximum sum insured.

# Reference to the IPID

For more information on the subject of the insurance, please refer to the IPID.



What is NOT insured?	
Fines/ Penalties	In addition to the information provided in the IPID, it should be noted that the insurer is not responsible for paying fines or penalties and for tax charges that may arise during the end of proceedings.
Actions with no chance of success	The policy does not apply where for an insured case the Insured intends to bring an action or appeal that appears unlikely to succeed. The Insured is free to proceed at his/her own risk and cost, and in the event of a favourable outcome may obtain the benefits envisaged by the Policy, under the relevant terms and conditions.
Reference to the IPID	For more information on the exclusions, please refer to the IPID.

Are there any coverage limits?	
Attorney outside district	If the Insured Person chooses an attorney that does not reside within the district of the competent court system, the Insurer will guarantee domiciliation fees, up to a limit of €3,000.00. This sum is included within the maximum sum payable per claim.

Please note that, subject to the sub-limits specified above, the limit of the Legal Expenses section is €15,000 per claim. Please refer to the IPID for more information.

What are r	my obligations? What are the company's obligations?
	The Insured must report the accident by giving written notice to the Claims Manager or the Company within five days of the accident or when he/she became aware of it. For Legal Expenses claims, written notice must be sent to:
	ACClaims SRL,
	Via Guardini 75, 38121 Trento;
What do I do in	Telephone: 0461-270401;
the event of an accident?	email: tutelalegale.euroinsurance@acclaims.it
	If the Insured intends to file suit for an insured case, he/she must first provide the
	Company with all the elements to assess the possibility of success and await the Company's authorisation.
	Pursuant to article 2952 of the Italian Civil Code, the right to payment of premium instalments is time-barred within one year of each single due date. Other rights arising from the insurance contract shall be time-barred within two years from the date of the event the claim is based on.
Inaccurate or reticent statements	Any untruthful or inaccurate statements or reticence of the Insured regarding circumstances that influence the risk assessment may result in the total or partial loss of the rights deriving from the contract, as well as the termination of the insurance itself.
Obligations of the company	The Company shall pay compensation within 90 days from the date on which the Insured has filed a complete statement of claim, as long as all the coverage's conditions are met.



When and how do I pay?	
Premium	The premium, paid in advanced by the Policyholder in accordance with the provisions of the Policy Schedule, is included in the monthly rental fee for the vehicle that the Insured is required to pay for the use of the vehicle, in accordance with the provisions of the rental contract.

When does the coverage start and end?	
Duration	Please refer to the information contained in the IPID.
Suspension	Failure to pay the rental fee triggers the effects envisaged in the rental contract on the service itself and on all ancillary services, including the insurance.

How do I cancel the policy?	
Cooling off period	The Insured may withdraw at any time by requesting modification of the rental conditions from the sales executive of the rental company, who will issue a new quote. The withdrawal will be effective when the order form requesting the application of the new rental conditions is signed.
	Moreover, after each statement of claim and up to the 60th day after the payment or refusal of coverage made in writing, each of the parties may withdraw from the contract with 30 days' notice.
Termination	There are no cases in which the Insured has the right to terminate the insurance relationship. The Insured may terminate the rental contract, including insurance services, in the general cases envisaged by law (for example, non-performance by the rental company).



## Who is this product for?

Customers of ALD Automotive who enter into a long-term vehicle rental contract therewith.



# What costs do I have to pay?

There are no insurance brokerage costs.



## **HOW DO I LODGE A COMPLAINT?**

Any complaints regarding the contractual relationship, especially the attribution of liability, the effectiveness of the service, the quantification and disbursement of the sums due to the beneficiary or the handling of the claims, must be lodged in writing with the Company and addressed to:

Euro Insurances DAC, LeasePlan House, Ground Floor, Central Park, Leopardstown, Dublin 18, Ireland Fax +353 1 280 4140.

email: complaints@leaseplaninsurance.com.

# With the insurance company

Complaints will be handled by the Legal, Risk and Compliance function. The Company must respond within 45 days from the date of receipt of the complaint, to the address provided by the complainant.

Any complaints regarding the attribution of liability, the quantification and payment of indemnities to the beneficiary or the handling of claims must be lodged in writing with the Company and addressed to:

## **ACClaims SRL**,

Via Guardini 75, 38121 Trento; Telephone: 0461-270401;

email: tutelalegale.euroinsurance@acclaims.it

With IVASS	In the event the Company, the intermediaries or the loss adjusters appointed by the Company fail to comply with the provisions of the Private Insurance Code, the related implementing regulations or the Consumer Code, and the outcome of the complaint lodged with the Company is unsatisfactory or no response is received from the Company within 45 days, complaints can be lodged in writing by post, fax or certified email with:  IVASS  Istituto per la Vigilanza sulle Assicurazioni, Servizio Tutela del Consumatore,  Divisione Gestione reclami  Via del Quirinale 21, 00187 Rome Fax: + 39 06 42.133.206  PEC certified email: ivass@pec.ivass.it
	Complaints that can be lodged with IVASS can also be lodged with the Regulator of the Company's country of origin (Ireland), and specifically, as envisaged by it, with:  Financial Services and Pensions Ombudsman Lincoln House Lincoln Place Dublin 2 D02 vh29 Email: info@fspo.ie  RECOURSE TO THE COURTS, it is possible and, in certain cases, necessary to
use alternative dispute resolution systems, such as:	
Arbitration	For the Legal Expenses section only and in the event of disputes regarding the interpretation of the policy and/or the management of the claim, by appointment of an arbitrator (which decides in an impartial manner) by the parties by mutual agreement, or, in the absence of agreement, by the President of the relevant Court.



Mediation	By consulting a Mediation Body among those included in the list of the Ministry of Justice, available on the website <a href="www.giustizia.it">www.giustizia.it</a> (Italian Law no. 98 of 9/8/2013). In accordance with art. 5, paragraphs 1 and 1-bis of Italian Legislative Decree 28/2010 on insurance contracts, mediation is mandatory.
Assisted negotiation	Through a request by one's own attorney to the Company.
Other alternative dispute resolution systems	For the resolution of cross-border disputes, it is possible to submit the complaint directly to the competent foreign system, i.e. that of the country where the insurance company that concluded the contract is based (which can be found by going to the website: http://ec.europa.eu/finance/fin-net/members_en.htm), or contacting IVASS and requesting the activation of the FIN-NET procedure. IVASS will forward the case to this system, notifying the complainant.

FOR THIS CONTRACT THE COMPANY DOES NOT HAVE AN INTERNET AREA RESERVED FOR THE POLICYHOLDER (so-called HOME INSURANCE), THEREFORE AFTER SIGNING THE INSURED WILL NOT BE ABLE TO MANAGE THE CONTRACT ELECTRONICALLY.