

# Legal Protection Insurance Contract (Plus)

Company: Euro Insurances DAC, Ireland

Product: Legal Expenses

Registered in Ireland with company registration number 222618. Euro Insurances DAC (trading as Ayvens Insurance) is regulated by the Central Bank of Ireland with authorisation Number C33597.



The complete pre-contractual and contractual information is contained in the policy and in the information dossier.

## What type of insurance is it?

This is a Legal Expenses policy. It protects the Insured against the risk of having to incur legal and/or expert expenses for the defense of its interests before the court or out-of-court, in civil or criminal proceedings, especially for the purpose of obtaining compensation for damages suffered, or to defend itself against a claim for compensation filed against it, provided that it is not proposed by the Company. Moreover, under certain conditions and within the limits established, offers the Insured the reimbursement of expenses incurred for participating in a course at a driving school to get driver's license points back or for taking a new driving test when the license is confiscated.



### What is insured?

Within the limits specified in the Policy, we offer the following types of coverage:

A. Legal, expert and court expenses incurred in connection with road traffic claims, limited to the following cases:

- ✓ Legal Assistance for Insured persons prosecuted for negligent offence or Contravention
- ✓ Legal Assistance for Insured persons subject to a police investigation.
- ✓ Legal Assistance for Insured persons making an application for the release of a vehicle involved in a traffic accident with third parties.
- ✓ Legal Assistance for Insured persons appealing against an administrative penalty consisting of the withdrawal, suspension or revocation of a driving license, imposed following an accident and connected with that accident or arising from a breach of the rules of conduct set by the Highway Code.
- ✓ Legal Assistance for Insured persons making representations to a competent authority opposing the imposition of an administrative penalty, pecuniary or otherwise.
- ✓ Legal Assistance for Insured persons bringing an administrative or judicial appeal against the illegitimate deduction of points on their Driving License.
- ✓ Assistance of an interpreter during questioning in the event of arrest, detention and/or other measure restricting personal liberty ordered for criminal liability related to a road accident occurring abroad.
- ✓ Daily allowance for suspension of driving license.
- ✓ Reimbursement of expenses incurred for the Recovery of Points and Retake of Driving Test.

The limit is set at €16,000.00 per claim. There are certain sub-limits.



### What is not insured?

- ✗ Disputes and criminal proceedings deriving from driving and/or ownership of aircraft and motorboats.
  - ✗ Tax and administrative matters, except as expressly provided for in Clause 3 of the Policy conditions.
  - ✗ The driver does not meet the requirements or is not qualified to drive according to current legislation, or if he/she is driving the vehicle with an improper license or one that is different from that prescribed, or does not comply with the obligations established for the license; if, however, the driver has not yet obtained the driving license, despite having passed the driving qualification exams, or has an expired license, but obtains a new or renewed license within 60 days following the accident, the guarantee is in effect.
  - ✗ the vehicle is not covered by regular mandatory third party liability insurance; this exclusion only applies to the vehicle's owner.
  - ✗ the vehicle is used in a manner other than that provided for in the registration; this exclusion only applies to the vehicle's owner.
  - ✗ Accident caused by those driving with alcohol limit above 1.5grams per litre.
  - ✗ Accident caused by those driving in an altered psychological/physical state due to use of drugs.
  - ✗ Cases disputing a breach of the obligation to stop, failure to assist a person in danger or hurt and/or refusal to provide personal details to injured parties.
- B. Suspension of driving license and Recovery of Points:**
- ✗ If the suspension of driving license results from:
    - A directive given by the employer
    - A failure of the employer to comply with the provisions of the Italian Labor law.

B. Reimbursement of expenses for attending a course at a driving school or other body authorised to get driver's licence points back or taking a new driving test when the license is confiscated.

The limit is set at €500 and €1,000.00 per claim respectively.



### Are there any restrictions on cover?

- ! The contract provides for deductibles, excess, limits, sub-limits and insurability requirements.
- ! In any case, all disputes relating to violations of the law or infringements of rights occurring in countries or areas where war or revolutions are taking place are excluded.



### Where am I covered?

- ✓ The insurance guarantee extends to claims which arise and are handled in all European Union States and also in non-European states with a Mediterranean coastline, except for the coverage provided for opposing the imposition of administrative penalties and bringing appeals referred to in Clause 3 paragraph f), which is restricted to claims arising and handled in Italy, the Vatican City and the Republic of San Marino.
- ✓ The Legal Advice Service operates only in Italy, the Vatican City and the Republic of San Marino.
- ✓ DAILY ALLOWANCE FOR SUSPENSION OF DRIVING LICENCE: In Italy, the Vatican City, Republic of San Marino and in all European Union countries and countries with a Mediterranean coastline, subject to the limits in Art. 14.1.
- ✓ FOR RECOVERY OF POINTS AND RETAKE OF DRIVING TEST: In Italy, the Vatican City and the Republic of San Marino.



### What are my obligations?

- Regularly pay the rental fee, which also includes the insurance premium.
- Notify the Company in writing of the existence and/or subsequent stipulation of other insurance policies for the same risk.
- In the event of an Accident, promptly notify the Company in writing.
- In the event of an Accident, provide proof of damage and cooperate fully with the Insurer.



### When and how do I have to pay?

The premium is paid with the monthly rental fee, which also includes the cost of insurance coverage.



### When does the cover start and end?

The Insurance takes effect at midnight on the date of stipulation and has a duration equal to that of the rental contract.

In the absence of cancellation by registered letter with return receipt, sent at least 45 days before the expiry date, the contract is automatically renewed for the same period.



### How do I cancel the contract?

The Beneficiary may withdraw from the policy at any time by requesting modification of the rental conditions from the sales executive, 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.