

# Legal Protection Insurance Contract (Basic)

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 defence 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.



### What is insured?

The insurance coverage provided by the Policy concerns the protection of the rights of the Insured, if, for events related to driving the Contracting Party's vehicles:

A. They are subject to criminal proceedings for negligent offence or Contravention:

- ✓ These include proceedings for the crimes provided for in Arts. 589-bis (road homicide) and 590-bis (serious or very serious road personal injury) of the Italian Criminal Code.
- ✓ when the Insured is subject to criminal proceedings following charges for drunken driving (Arts. 186 and 186-bis of the Highway Code), provided that it has been determined a value that corresponds to an alcohol level not greater than 1.5 grams per litre.
- ✓ If the criminal proceedings mentioned in the Policy Conditions are suspended and conditioned on the subsequent acquittal or dismissal by a final judgement. The Insurer will reimburse the Insured the legal expenses guaranteed in the Policy. **This does not apply if the crime is extinguished for any other reason.**

B. They must appeal against suspension of their driving license, adopted as a direct and exclusive consequence of a traffic accident that caused death or personal injuries.

The limit is set at €15,000.00 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.
- ✗ Civil law disputes arising from presumed contractual and/or counterparty breaches of contract.
- ✗ 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.



### 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 applies to claims that arise and are processed and carried out in all European Union states.
- ✓ The Legal Advice Service operates only 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.