



# **GROUP LEGAL PROTECTION**

**THIS IS YOUR POLICY WORDING**



**FIRST FOR JUSTICE**

# YOUR POLICY SCHEDULE

<b>Policyholder name:</b>	Doglaw Ltd	
<b>Policy number:</b>	TT26865142	
<b>Agency name:</b>	Jelf Insurance Brokers Ltd	
<b>Commencement date:</b>	<b>From:</b> 01/12/2018	<b>To:</b> 30/11/2019
<b>Date of issue:</b>	30/10/2018	
<b>Limit of indemnity:</b>	£50,000.00	

## CLAIMS HELPLINE

0344 893 8165

## YOUR COVER

THE FOLLOWING INSURED INCIDENTS ARE ONLY OPERATIVE IF MARKED BELOW AS COVERED

<b>Legal defence</b>	<input checked="" type="checkbox"/> Covered	<input type="checkbox"/> Not covered
<b>Bodily injury</b>	<input type="checkbox"/> Covered	<input checked="" type="checkbox"/> Not covered
<b>Employment disputes</b>	<input type="checkbox"/> Covered	<input checked="" type="checkbox"/> Not covered
<b>Contract disputes</b>	<input type="checkbox"/> Covered	<input checked="" type="checkbox"/> Not covered
<b>Property protection</b>	<input type="checkbox"/> Covered	<input checked="" type="checkbox"/> Not covered
<b>Tax protection</b>	<input type="checkbox"/> Covered	<input checked="" type="checkbox"/> Not covered

## YOUR HELPLINE SERVICES

THE FOLLOWING SERVICES ARE ONLY OPERATIVE IF MARKED BELOW AS INCLUDED

<b>EuroLaw legal advice helpline</b>	0344 893 8165	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included
<b>Tax advice service</b>	0344 893 8165	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included
<b>Health and medical information service</b>	0344 893 8165	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included
<b>Counselling helpline</b>	0344 893 9012	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included
<b>Helpline services</b> (Domestic, Veterinary, Childcare & Home help)	0344 893 8165	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included

# HELPLINE SERVICES

We provide these services 24 hours a day, seven days a week during the **period of insurance**.

All helplines apply to the United Kingdom of Great Britain and Northern Ireland unless otherwise stated. To help **us** check and improve **our** service standards, **we** may record all calls, except those to the counselling service.

To use the Legal Advice and Group Assistance Helpline Services, **insured persons** can phone **us** on quoting the policy number or the name of the scheme.

0344 893 8165

The **insured person** should not phone **us** to report a general insurance claim.

## EUROLAW LEGAL ADVICE HELPLINE

0344 893 8165

Included

Not included

We will give the **insured person** confidential legal advice over the phone on any personal legal problem under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If an insured person calls outside these times, a message will be taken and a return call arranged within the operating hours.

## GROUP ASSISTANCE SERVICES

### TAX ADVICE SERVICE

0344 893 8165

Included

Not included

We will give the **insured person** confidential advice over the phone on personal tax matters.

Tax advice is provided by tax advisors 9am-5pm, Monday to Friday, excluding public and bank holidays. If an insured person calls outside these times, a message will be taken and a return call arranged within the operating hours.

### HEALTH & MEDICAL INFORMATION SERVICE

0344 893 8165

Included

Not included

We will give the **insured person** information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve overall health. We can provide information on what health services are available in your area, including local NHS dentists.

Health and medical information is provided by qualified nurses 9am – 5pm, Monday to Friday, excluding public and bank holidays. If an insured person calls outside these times, a message will be taken and a return call arranged within the operating hours.

## COUNSELLING HELPLINE

0344 893 9012

Included

Not included

We will provide all **insured persons** with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment) including, where appropriate, onward referral to relevant voluntary and/or professional services. The **insured person** will pay the costs for using any services we refer them to.

For the following helpline services the insured person will be responsible for paying the costs for the help.

## DOMESTIC HELP

0344 893 8165

Included

Not included

We will arrange help or repairs needed if the **insured person** has a domestic emergency in their home such as a burst pipe, blocked drain, broken window or building damage.

## VETERINARY HELP

0344 893 8165

Included

Not included

We can help find a vet who can offer treatment if the **insured person's** pet is ill or injured.

## CHILDCARE HELP \*

0344 893 8165

Included

Not included

We can help the **insured person** find a range of childcare options in their area if an unforeseen event occurs (such as illness or injury to the **insured person**) and they need to make alternative childcare arrangements.

## HOME HELP \*

0344 893 8165

Included

Not included

We can help the **insured person** find cleaning staff, au pairs, and housekeepers if they need assistance to run their home in a crisis (such as illness or injury to the **insured person**).

\* We can provide the **insured person** with contact details for these services 24 hours a day seven days a week, but most of them only work during standard office hours. Outside of these times, we will contact them for the **insured person** the next working day and call the **insured person** back.

We will not accept responsibility if the helpline services are unavailable for reasons we cannot control.

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# WELCOME TO GROUP LEGAL PROTECTION

As a **DAS** policyholder, your group members are now protected by the UK's leading legal expenses insurer. If they want to call **our** helpline service **we** are here to help them 24 hours a day, 365 days a year. DAS Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance under your policy. The legal advice service is provided by DAS Law Limited and/or a law firm, **we** have chosen, on behalf of **DAS**.

To make sure that you get the most from your **DAS** cover, please take time to read the policy which explains the contract between you and **us**. If you have any questions or would like more information, please contact your insurance adviser or **us** if you have bought the policy direct from **us**.

**It will help if you keep the following points in mind:**

## HOW WE CAN HELP

To make a claim under this policy, the **insured person** can phone **us** on

**0344 893 8165**

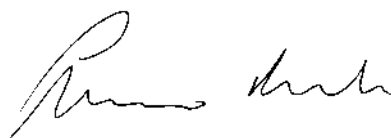
**We** will ask the **insured person** about their legal dispute and if necessary call them back at an agreed time to give them legal advice. If their dispute needs to be dealt with as a claim under this policy, **we** will give them a claim reference number. At this point **we** will not be able to tell the **insured person** whether they are covered but **we** will pass the information they have given **us** to **our** claims handling teams and explain what to do next.

If the **insured person** prefers to report their claim in writing, they can send it to **our** Claims Department at the following address: **Claims Department | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**

Or the **insured person** can email their claim to **us** at [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

## WHEN WE CANNOT HELP

**We** will not be able to help if **we** think there is little chance of winning the case. **Insured persons** should not ask for help from a solicitor or accountant before **we** have agreed. If they do, **we** will not pay the costs involved.



Andrew Burke  
**Chief Executive Officer, DAS Group**

### **Our Head and Registered Office:**

**DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**

Registered in England and Wales | Company Number 103274 | Website: [www.das.co.uk](http://www.das.co.uk)

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.

### **Financial Services Compensation Scheme**

**We** are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim.

More information on the compensation scheme arrangements can be found on the FSCS website, [www.fscs.org.uk](http://www.fscs.org.uk)

### **DAS Law Limited Head and Registered Office:**

**DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL**

Registered in England and Wales | Company Number 5417859 | Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

# THIS IS YOUR GROUP LEGAL PROTECTION POLICY

- 1 This policy, the policy schedule and any endorsement shall be considered as one document. The proposal or any information supplied by **the policyholder** shall be incorporated in the contract.
- 2 This policy will cover the **insured person**. **We** agree to provide the insurance in this policy in accordance with the operative covers shown in the policy schedule on page 2 of this policy document as long as:
  - (a) the premium has been paid; and
  - (b) the **date of occurrence** of the insured incident happens during the **period of insurance** and within the **countries covered**; and
  - (c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **countries covered**; and
  - (d) for civil claims it is always more likely than not that the **insured person** will recover damages (or other legal remedy which **we** have agreed to) or make a successful defence.
- 3 For all insured incidents, **we** will help in appealing or defending an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.
- 4 If an **appointed representative** is used, **we** will pay the **costs and expenses** incurred for this.
- 5 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 shown as the limit of indemnity in the policy schedule (refer to page 2 of this policy document).

# THE MEANING OF WORDS IN THIS POLICY

<b>appointed representative</b>	The lawyer, accountant or other suitably qualified person, who has been appointed to act for the <b>insured person</b> in accordance with the terms of this policy.
<b>aspect enquiry</b>	An examination by HM Revenue & Customs which considers one or more specific aspects of the <b>insured person's</b> self assessment tax return.
<b>costs and expenses</b>	<p>(a) <b>Legal costs</b> All reasonable and necessary costs chargeable by the <b>appointed representative</b> on a standard basis. Also the costs incurred by opponents in civil cases if the <b>insured person</b> has been ordered to pay them, or pays them with <b>our</b> agreement.</p> <p>(b) <b>Accountant's costs</b> A reasonable amount in respect of all costs reasonably incurred by the <b>appointed representative</b>.</p> <p>(c) <b>Attendance expenses</b> The <b>insured person's</b> salary or wages for the time that the <b>insured person</b> is off work to attend jury service. <b>We</b> will pay for each half or whole day that the court or the <b>insured person's</b> employer will not pay for. The amount <b>we</b> will pay is based on the following:</p> <ul style="list-style-type: none"><li>■ the time the <b>insured person</b> is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;</li><li>■ if the <b>insured person</b> works full time, the salary or wages for each whole day equals 1/250th of the <b>insured person's</b> yearly salary or wages;</li><li>■ if the <b>insured person</b> works part-time, the salary or wages will be a proportion of the <b>insured person's</b> weekly salary or wages.</li></ul>
<b>countries covered</b>	<p>For insured incidents <b>Legal defence, Employment disputes, Property protection</b> and <b>Tax protection</b> if covered by the policy: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.</p> <p>For insured incidents <b>Bodily injury</b> and <b>Contract disputes</b> if covered by the policy: 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.</p>
<b>date of occurrence</b>	<p>(a) For civil cases, the <b>date of occurrence</b> is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same originating cause, the <b>date of occurrence</b> is the date of the first of these events.</p> <p>(b) For criminal cases, the <b>date of occurrence</b> is when the <b>insured person</b> began or is alleged to have begun to break the criminal law in question.</p> <p>(c) For <b>full enquiries</b> or <b>aspect enquiries</b>, the <b>date of occurrence</b> is when HM Revenue &amp; Customs first notifies in writing the intention to make enquiries.</p> <p>(d) For the start of a consultation process which could result in the issue of a Remediation Notice under The Environment Act 1995, the <b>date of occurrence</b> is when the local authority first notifies in writing their intention to commence the consultation.</p>



<b>full enquiry</b>	An extensive examination by HM Revenue & Customs which considers all aspects of the <b>insured person's</b> tax affairs excluding those enquiries which are limited to one or more specific aspects of the <b>insured person's</b> self assessment tax return.
<b>insured person</b>	For insured incidents <b>Legal defence, Employment disputes</b> and <b>Tax protection</b> if covered by the policy: The employees or members of <b>the policyholder</b> declared to <b>us</b> .  For insured incidents <b>Bodily injury, Contract disputes</b> and <b>Property protection</b> if covered by the policy: The employees or members of <b>the policyholder</b> declared to <b>us</b> and members of their family who always live with them. Anyone claiming under this policy must have the agreement of the employee or member of <b>the policyholder</b> in order to claim.
<b>period of insurance</b>	The period for which <b>we</b> have agreed to cover the <b>insured person</b> .
<b>the policyholder</b>	As shown in the policy schedule.
<b>we, us, our, DAS</b>	DAS Legal Expenses Insurance Company Limited.

# INSURED INCIDENTS

What is covered	What is not covered Please also refer to the policy exclusions on page 14
<b>LEGAL DEFENCE</b> <input checked="" type="checkbox"/> Covered <input type="checkbox"/> Not covered	
<p><b>1 We</b> will defend the <b>insured person's</b> legal rights if an event arising from the <b>insured person's</b> appointment by, employment by, or membership of <b>the policyholder</b> leads to:</p> <ul style="list-style-type: none"> <li>(a) the <b>insured person</b> being prosecuted in a court of criminal jurisdiction; or</li> <li>(b) civil action being taken against the <b>insured person</b> or the serving of a Statutory Notice on the <b>insured person</b> under legislation for Health and Safety at Work</li> </ul> <p><b>Provided that:</b> <i>In so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the <b>countries covered</b> shall be any place where the Act applies; or</i></p> <ul style="list-style-type: none"> <li>(c) civil action being taken against the <b>insured person</b> under legislation for unlawful discrimination on the grounds of sex, race, disability, age, religious belief or political opinion; or</li> <li>(d) civil action being taken against the <b>insured person</b> as a trustee of a pension fund set up for the benefit of their employer's employees; or</li> <li>(e) a disciplinary hearing being brought against the <b>insured person</b> by a regulatory authority or professional body; or</li> <li>(f) civil action being taken against the <b>insured person</b> for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:           <ul style="list-style-type: none"> <li>(i) An individual. <b>We</b> will also pay any compensation award in respect of such a claim.</li> <li>(ii) A data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note <b>we</b> will not pay any compensation award in respect of such a claim.</li> </ul> </li> </ul> <p><b>Provided that:</b> <i>In respect of <b>1(f)(i)</b> any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by <b>us</b>.</i></p> <p><i>Please note <b>we</b> will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see <b>Policy exclusions 4</b>, page 14.</i></p>	<ul style="list-style-type: none"> <li><b>1</b> Parking offences.</li> <li><b>2</b> The driving of a motor vehicle by the <b>insured person</b> for which the <b>insured person</b> does not have valid motor insurance.</li> <li><b>3</b> A claim relating to:           <ul style="list-style-type: none"> <li>(a) the loss, alteration, corruption or distortion of, or damage to stored personal data, or</li> <li>(b) a reduction in the functionality, availability, or operation of stored personal data</li> </ul> </li> </ul> <p>resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.</p> <p><i>Please note this exclusion applies to section <b>1(f)</b> of the <b>Legal defence</b> cover.</i></p>

**What is covered**

**What is not covered**

Please also refer to the policy exclusions on page 14

**LEGAL DEFENCE** *continued*

- 2 We will defend the **insured person's** legal rights following an event which leads to the prosecution of the **insured person** for an offence connected with the use or driving of a motor vehicle.
- 3 We will pay the **attendance expenses** of an **insured person** for jury service.

**BODILY INJURY**

Covered  Not covered

We will negotiate for the **insured person's** legal rights after an event which causes the death of, or bodily injury to, the **insured person**.

- Any claim relating to:
- (1) illness or bodily injury, which happens gradually or is not caused by a specific or sudden accident; or
  - (2) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the **insured person**; or
  - (3) defending the **insured person's** legal rights but defending a counter-claim is covered; or
  - (4) the driving of a motor vehicle by the **insured person** for which the **insured person** does not have valid motor insurance.

**EMPLOYMENT DISPUTES**

Covered  Not covered

We will negotiate for the **insured person's** legal rights in a dispute arising from a contract of employment entered into by the **insured person**, excluding any claim relating to personal injury.

## What is covered

## What is not covered

Please also refer to the policy exclusions on page 14

### CONTRACT DISPUTES

Covered  Not covered

We will negotiate for the following:

- 1 The **insured person's** legal rights in a contractual dispute arising from an agreement or an alleged agreement which the **insured person** has entered into for:
  - (a) the buying or hiring of goods or services, or
  - (b) the selling of any goods; and/or
- 2 the **insured person's** legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which the **insured person** has entered into for the buying or selling of their principal home.

**Provided that:**

- (1) The **insured person** has entered into the agreement or the alleged agreement during the **period of insurance**.
- (2) The amount in dispute must be more than £250.
- (3) If the amount in dispute is more than £5,000, the **insured person** will be responsible for the first £500 of **legal costs** in each and every claim.

Any claim relating to the following:

- (1) a contract regarding the **insured person's** profession, business or employment;
- (2) a lease of less than eight years, or a licence or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
- (3) construction work on any land, or designing, converting or extending any building;
- (4) a contract involving a motor vehicle;
- (5) the settlement payable under an insurance policy.

### PROPERTY PROTECTION

Covered  Not covered

We will negotiate for the **insured person's** legal rights in any civil action relating to material property (including the **insured person's** principal home) which is owned by the **insured person**, or for which the **insured person** is responsible, following:

- 1 an event which causes physical damage to such material property, provided that the amount in dispute is more than £100; or
- 2 any nuisance or trespass provided that the **insured person** is responsible for the first £250 of every claim; or
- 3 the start of a consultation process which could result in the issue of a Remediation Notice under the Environment Act 1995 due to the **insured person's** home being on contaminated land.

- (1) Any claim relating to the following:
  - (a) a contract entered into by the **insured person**;
  - (b) any building or land other than the **insured person's** principal home;
  - (c) someone legally taking the **insured person's** principal home from them, whether they are offered money or not, or restrictions or controls placed on the **insured person's** principal home by any government or public or local authority unless the claim is for accidental physical damage;
  - (d) work done by any government or public or local authority unless the claim is for accidental physical damage;
  - (e) a motor vehicle owned or used by, or hired or leased to the **insured person**;
  - (f) mining subsidence.
- (2) defending the **insured person's** legal rights other than in defending a counter-claim.

**What is covered**

**What is not covered**

Please also refer to the policy exclusions on page 14

**TAX PROTECTION**

Covered

Not covered

**We** will negotiate on behalf of the **insured person** and represent them in any appeal proceedings in respect of a **full enquiry** and/or **aspect enquiry** by HM Revenue & Customs into the **insured person's** personal tax affairs if the **full enquiry** or **aspect enquiry** resulted from the **insured person's** work as an employee.

***Provided that:***

***We will not pay more than £1,000 for **aspect enquiries**.***

- (1)** In respect of **aspect enquiries** the first £100 of **costs and expenses** in each and every claim.
- (2)** Any insured incident arising from any investigation or enquiries into alleged dishonesty or alleged criminal offences.

# POLICY EXCLUSIONS

**We** will not pay for the following:

- 1 A claim where the **insured person** has failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence.
- 2 An incident or matter arising before the start of this policy.
- 3 **Costs and expenses** incurred before **our** written acceptance of a claim.
- 4 Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority.
- 5 A claim intentionally brought about by the **insured person**.
- 6 A claim relating to written or verbal remarks which damage the **insured person's** reputation.
- 7 A dispute with **us** not otherwise dealt with under Condition 8.
- 8 An application for judicial review.
- 9 A legal action that the **insured person** takes which **we** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **us** or the **appointed representative**.
- 10 Any claim caused by, contributed to by or arising from:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - 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 defined in the Terrorism Act 2000;
  - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 11 Apart from **us**, the **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this policy in relation to any third party rights or interest.
- 12 Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

# POLICY CONDITIONS

- 1 **The policyholder** must:
  - (a) keep to the terms and conditions of this policy;
  - (b) notify **us** immediately of any alteration which may materially affect **our** assessment of the risk.
- 2 The **insured person** must:
  - (a) keep to the terms and conditions of this policy;
  - (b) take reasonable steps to keep any amount **we** have to pay as low as possible;
  - (c) try to prevent anything happening that may cause a claim;
  - (d) send everything **we** ask for, in writing;
  - (e) give **us** full details of any claim as soon as possible and give **us** any information **we** need.
- 3
  - (a) **We** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of the **insured person**.
  - (b) The **insured person** is free to choose an **appointed representative** (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 the **insured person** in those proceedings; or
    - (ii) there is a conflict of interest.
  - (c) In all circumstances except those in 3(b) above, **we** are free to choose an **appointed representative**.
  - (d) An **appointed representative** will be appointed by **us** to represent the **insured person** according to **our** standard terms of appointment, which may include a 'no-win, no-fee' agreement. The **appointed representative** must co-operate fully with **us** at all times.
  - (e) **We** will have direct contact with the **appointed representative**.
  - (f) The **insured person** must co-operate fully with **us** and the **appointed representative** and must keep **us** up-to-date with the progress of the claim.
  - (g) The **insured person** must give the **appointed representative** any instructions that **we** ask for.
- 4
  - (a) The **insured person** must tell **us** if anyone offers to settle a claim.
  - (b) If the **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
  - (c) The **insured person** must not negotiate or agree to settle a claim without **our** approval.
  - (d) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- 5
  - (a) The **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
  - (b) The **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.

- 6 If an **appointed representative** refuses to continue acting for the **insured person** with good reason, or if the **insured person** dismisses an **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.
- 7 If the **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to an **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**.
- 8 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 Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person 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. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the **insured person** and **us** or may be paid by either the **insured person** or **us**.

- 9 **We** may require the **insured person** to get, at their own expense, an opinion from an expert, that **we** consider appropriate, in 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 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.
- 10 You can cancel this policy by telling **us** within 14 days of taking it out, or at any time afterwards as long as you tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** 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.

- 11 **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.
- 12 **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.
- 13 This policy will be governed by English law.
- 14 All Acts of Parliament within the policy wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.



# HOW TO MAKE A COMPLAINT

**We** always aim to give you a high quality service. If you think **we** have let you down, you can contact **us** by:

- phoning **0344 893 9013**
- emailing **customerrelations@das.co.uk**
- writing to the **Customer Relations Department | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**
- completing **our** online complaint form at **www.das.co.uk/about-das/complaints**

Further details of **our** internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if **we**'ve been unable to respond to your complaint within 8 weeks, you can ask the Financial Ombudsman Service for a free and independent review of your complaint.

You can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website: **www.financial-ombudsman.org.uk**

Using this service does not affect your right to take legal action.

The Financial Ombudsman's role is to assess **our** handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If you are unhappy with the service provided by an **appointed representative** the relevant complaint-handling procedure is available on request.

# DATA PROTECTION

To comply with data protection regulations **we** are committed to processing the **insured person's** 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 the **insured person's** name, address, date of birth, email address and, on occasion, dependent on the type of cover the **insured person** has, sensitive information such as medical records. This is for the purpose of managing the **insured person's** products and services, and this may include underwriting, claims handling and providing legal advice. **We** will only obtain the **insured person's** personal information either directly from them, the third party dealing with the **insured person's** claim or from the authorised partner who sold them the policy.

## WHO WE ARE

**DAS** is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of the **insured person's** personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office. **DAS** has a Data Protection Officer who can be contacted through [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

## HOW WE WILL USE YOUR INFORMATION

**We** may need to send the **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the **insured person** to ask for their feedback, or members of the DAS UK Group. If the **insured person's** policy includes legal advice **we** may have to send the 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 the **insured person** has, their information may also be sent outside the EEA so the service provider can administer their claim.

**We** will take all steps reasonably necessary to ensure that the **insured person's** 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 **insured person's** 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 **insured person's** data with other organisations and public bodies, including the police 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 **insured person's** personal information to perform **our** obligations in accordance with any contract that **we** may have with the **insured person**. It is also in **our** legitimate interest to use the **insured person's** personal information for the provision of services in relation to any contract that **we** may have with **you**.

## HOW LONG WILL YOUR INFORMATION BE HELD FOR?

**We** will retain the **insured person's** personal data for 7 years. **We** will only retain and use their personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If **you** wish to request that **we** no longer use the **insured person's** personal data, please contact **us** at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

## WHAT ARE YOUR RIGHTS?

The **insured person** has the following rights in relation to the handling of their personal data:

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

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

Data Protection Officer  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Or via email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

## HOW TO MAKE A COMPLAINT

If the **insured person** is unhappy with the way in which their personal data has been processed, the **insured person** may in the first instance contact the Data Protection Officer using the contact details above.

If the **insured person** remains dissatisfied then they have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

[www.ico.org.uk](http://www.ico.org.uk)

# YOUR IMPORTANT INFORMATION

## CLAIMS HELPLINE

0344 893 8165

Call when you need to make a claim

## YOUR HELPLINE SERVICES

### EUROLAW LEGAL ADVICE HELPLINE

0344 893 8165



Included



Not included

Call when you require legal advice

### TAX ADVICE SERVICE

0344 893 8165



Included



Not included

Call when you require tax advice

### HEALTH AND MEDICAL INFORMATION SERVICE

0344 893 8165



Included



Not included

Call when you require the health and medical information service

### COUNSELLING HELPLINE

0344 893 9012



Included



Not included

Call for confidential counselling

### HELPLINE SERVICES (Domestic , Veterinary, Childcare & Home help)

0344 893 8165



Included



Not included

Call for the helpline services