




select & protect

DAS family

Legal advice and protection for your family

Policy Number: TS3/2175758



www.das.co.uk

Helpline services

You can contact **our** UK-based call centres 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on **your** enquiry. To help **us** check and improve **our** service standards, **we** record all inbound and outbound calls, except those to the counselling service. When phoning, please tell **us your** policy number and the name of the insurance provider who sold **you** this policy.

Legal advice service

Call 0844 893 9011

We provide confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, 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 you call outside these times, we will call you back.

Tax advice service

Call 0844 893 9011

We offer confidential advice over the phone on personal tax matters in the UK. **Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, we will call you back.**

Health and medical information service

Call 0844 893 9011

We will give **you** information over the phone on general health issues and advice on a wide variety of medical matters. **We** can give **you** information on all health services including NHS dentists.

Health & medical information is provided by qualified nurses 9am – 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, we will call you back.

Counselling service

Call 0844 893 9012

We will provide **you** with a confidential counselling service over the phone. This includes, where appropriate, referral to relevant voluntary or professional services.

You will pay any costs for using the services to which **we** refer **you**.
This helpline is open 24 hours a day, seven days a week.

Identity theft service

Call 0844 848 7071

If **you** are a resident in the UK or the Channel Islands, **we** will provide **you** with detailed guidance and advice over the phone about being or becoming a victim of identity theft.
This helpline is open 8am – 8pm, seven days a week.

For the following four helpline services, you will be responsible for paying the costs for the help.

Domestic help

Call 0844 893 9011

We will arrange help or repairs needed if **you** have a domestic emergency in **your** home, such as a burst pipe, blocked drain, broken window or building damage.

Veterinary help

Call 0844 893 9011

We can help find a vet who can offer treatment if **your** pet is ill or injured.

Childcare help*

Call 0844 893 9011

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

Home help*

Call 0844 893 9011

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

* **We** can provide **you** 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 **you** the next working day and call **you** back.

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

The meaning of words in this policy

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

appointed representative The **preferred law firm**, law firm, accountant or other suitably qualified person **we** will appoint to act on **your** behalf.

costs and expenses

- (a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS Standard Terms of Appointment**.
- (b) The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

countries covered

- (a) For insured incidents 2 Contract disputes, and 3 Personal injury:
The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- (b) For all other insured incidents:
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

DAS Standard Terms of Appointment The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

date of occurrence

- (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 **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it.)
- (b) For criminal cases, the date **you** began, or are alleged to have begun, to break the law.
- (c) For insured incident 6 Tax protection, the date when HM Revenue & Customs first notifies **you** in writing of its intention to make an enquiry.

identity theft The theft or unauthorised use of **your** personal identification which has resulted in the unlawful use of **your** identity.

period of insurance The period for which **we** have agreed to cover **you**.

preferred law firm A law firm or barristers' chambers **we** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

reasonable prospects For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.

we, us, our, DAS DAS Legal Expenses Insurance Company Limited.

you, your The person who has taken out this policy (the policyholder) and any member of their family who always lives with them. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this policy must have the policyholder's agreement to claim.

Welcome to DAS

Thank **you** for purchasing this **DAS** family policy. **You** are now protected by Europe's leading legal expenses insurer. To make sure **you** get the most from **your DAS** cover, please take time to read this policy which explains the contract between **you** and **us**.

Online law guide and document drafting

You can find plenty of useful legal advice and guidance for dealing with legal issues on **our** website, www.dashouseholdlaw.co.uk. **You** can also buy legal documents from the site, ranging from simple consumer complaint letters to wills.

Helping you with your legal problems

If **you** wish to speak to **our** legal teams about a legal problem, please phone **us** on **0844 893 9011**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to give **you** legal advice.

When you need to make a claim

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone **us** on **0844 893 9011** and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed that **you** should do so. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.



Paul Asplin
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, number 103274. Website: www.das.co.uk
DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.

Our agreement

We agree to provide the insurance described in this policy, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

1. **reasonable prospects** exist for the duration of the claim
2. the **date of occurrence** of the insured incident is during the **period of insurance**
3. any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and
4. the insured incident happens within the **countries covered**.

What we will pay

We will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, provided that:

- (a) 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 £50,000
- (b) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**
- (c) in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- (d) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist, and
- (e) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

What we will not pay

- (a) In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.
- (b) The first £250 of any claim for legal nuisance or trespass. **You** must pay this as soon as **we** accept the claim.

Insured incidents

For advice or to make a claim call **0844 893 9011**

| What is covered <small>Please also refer to our agreement on page 7</small> | What is not covered <small>Please also refer to the policy exclusions on page 15</small> |
|---|--|
| <p>1 Employment disputes</p> <p>A dispute relating to your contract of employment or future employment.</p> | <p>A claim relating to the following:</p> <ul style="list-style-type: none"> (a) employer's disciplinary hearings or internal grievance procedures (b) any claim relating solely to personal injury (c) a compromise agreement while you are still employed. |
| <p>2 Contract disputes</p> <p>A dispute arising from an agreement or an alleged agreement which you have entered into in a personal capacity for:</p> <ul style="list-style-type: none"> (a) buying or hiring in goods or services (b) selling goods. <p>Please note that:</p> <ul style="list-style-type: none"> (i) you must have entered into the agreement or alleged agreement during the period of insurance, and (ii) the amount in dispute must be more than £100. | <p>A claim relating to the following:</p> <ul style="list-style-type: none"> (a) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT) (b) the settlement payable under an insurance policy (we will cover a dispute if your insurer refuses your claim, but not for a dispute over the amount of the claim) (c) a dispute arising from any loan, mortgage, pension, investment or borrowing (d) a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, we will cover a dispute with a professional adviser in connection with these matters. |

For advice or to make a claim call **0844 893 9011**

| What is covered <small>Please also refer to our agreement on page 7</small> | What is not covered <small>Please also refer to the policy exclusions on page 15</small> |
|---|---|
| <p>3 Personal injury</p> <p>A specific or sudden accident that causes your death or bodily injury to you.</p> | <p>A claim relating to the following:</p> <ul style="list-style-type: none"> (a) illness or bodily injury that happens gradually (b) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to you (c) defending your legal rights, but we will cover defending a counter-claim (d) clinical negligence. |
| <p>4 Clinical negligence</p> <p>An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to you.</p> | <p>A claim relating to the following:</p> <ul style="list-style-type: none"> (a) the failure or alleged failure to correctly diagnose your condition (b) psychological injury or mental illness that is not associated with you having suffered physical bodily injury. |

For advice or to make a claim call **0844 893 9011**

What is covered

Please also refer to our agreement on page 7

5 Property protection

A civil dispute relating to property **you** own, or are responsible for (including **your** main and holiday home) following:

- (a) an event which causes physical damage to such property but the amount in dispute must be more than £100
- (b) a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it)
- (c) a trespass.

*Please note that **you** must have established the legal ownership or right to the land that is the subject of the dispute.*

What is not covered

Please also refer to the policy exclusions on page 15

- (a) A claim relating to the following:
 - (i) a contract **you** have entered into
 - (ii) any building or land except **your** main or holiday home
 - (iii) someone legally taking **your** property from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your** property by any government or public or local authority
 - (iv) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage
 - (v) mining subsidence
 - (vi) adverse possession (meaning the occupation of any building or land either by someone trying to take possession from **you** or of which **you** are trying to take possession)
 - (vii) the enforcement of a covenant by or against **you**.
- (b) Defending a claim relating to an event that causes physical damage to property, but **we** will cover defending a counter-claim.
- (c) The first £250 of any claim for legal nuisance or trespass. This is payable by **you** as soon as **we** accept the claim.

For advice or to make a claim call **0844 893 9011**

What is covered

Please also refer to our agreement on page 7

6 Tax protection

A comprehensive examination by HM Revenue & Customs that considers all areas of **your** self assessment tax return, but not enquiries limited to one or more specific area.

7 Jury service and court attendance

Your absence from work:

- (a) to attend any court or tribunal at the request of the **appointed representative**
- (b) to perform jury service
- (c) to carry out activities specified in **your** identity theft action plan under insured incident **9 Identity theft**.

The maximum **we** will pay is **your** net salary or wages for the time that **you** are absent from work less any amount the court gives **you**.

What is not covered

Please also refer to the policy exclusions on page 15

- (a) Any claim if **you** are self-employed, or a sole trader, or in a business partnership.
- (b) An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.

Any claim if **you** are unable to prove **your** loss.

For advice or to make a claim call **0844 893 9011**

What is covered

Please also refer to our agreement on page 7

8 Legal defence

Costs and expenses to defend **your** legal rights:

- (a) if an event arising from **your** work as an employee leads to
 - (i) **you** being prosecuted in a court of criminal jurisdiction
 - (ii) civil action being taken against **you** under:
 - discrimination legislation
 - section 13 of the Data Protection Act 1998
- (b) if an event leads to **you** being prosecuted for an offence connected with the use or driving of a motor vehicle.

What is not covered

Please also refer to the policy exclusions on page 15

A claim relating to the following:

- (a) parking or obstruction offences
- (b) **you** driving a motor vehicle that **you** do not have valid motor insurance for.

For advice or to make a claim call **0844 848 7071**

What is covered

Please also refer to our agreement on page 7

9 Identity theft protection (continues on page 14)

- (1) Following a call to the **identity theft** helpline service **we** will assign a personal caseworker who will provide phone advice and a personal action plan to help regain **your** identity.
- (2) If **you** become a victim of **identity theft**, **we** will pay the costs **you** incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies. **We** will also pay the cost of replacement documents to help restore **your** identity and credit status.

What is not covered

Please also refer to the policy exclusions on page 15

A claim relating to the following:

- (a) fraud committed by anyone entitled to make a claim under this policy
- (b) losses arising from **your** business activities.

For advice or to make a claim call **0844 848 7071**

What is covered

Please also refer to our agreement on page 7

9 Identity theft (continued)

(3) Following **your identity theft** we will pay:

- (a) legal costs to reinstate **your** identity including costs for the signing of statutory declarations or similar documents
- (b) legal costs to defend **your** legal rights in a dispute with debt collectors or any party taking legal action against **you** arising from or relating to **identity theft**
- (c) loan-rejection fees and any re-application administration fee for a loan when **your** original application has been rejected.

Please note that:

- (i) **you** must notify **your** bank or building society as soon as possible
- (ii) **you** must tell **us** if **you** have previously suffered **identity theft**, and
- (iii) **you** must take all reasonable action to prevent continued unauthorised use of **your** identity.

What is not covered

Please also refer to the policy exclusions on page 15

A claim relating to the following:

- (a) fraud committed by anyone entitled to make a claim under this policy
- (b) losses arising from **your** business activities.

Policy exclusions

We will not pay for the following:

1. **Late reported claims**
A claim where **you** have failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.
2. **Costs we have not agreed**
Costs and expenses incurred before **our** written acceptance of a claim.
3. **Court awards and fines**
Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.
4. **Legal action we have not agreed**
Any legal action **you** take that **we** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us** or the **appointed representative**.
5. **Group litigation order**
Any claim where **you** may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same cause which could result in the court making a Group Litigation Order.
6. **Defamation**
Any claim relating to written or verbal remarks that damage **your** reputation.
7. **A dispute with DAS**
A dispute with **us** not otherwise dealt with under policy condition 8.
8. **Judicial review**
Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

9. Nuclear, war and terrorism risks

A 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, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Policy conditions

1. Your legal representation

- (a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** or in-house lawyer as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm** or **our** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.
- (c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**.
- (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2. Your responsibilities

- (a) **You** must co-operate fully with **us** and the **appointed representative**.
- (b) **You** must give the **appointed representative** any instructions that **we** ask **you** to.

3. Offers to settle a claim

- (a) **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** written consent.
- (b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further legal costs.
- (c) **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim in **your** name. **You** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.
- (d) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.

4. Assessing and recovering costs

- (a) **You** must instruct the **appointed representative** to have legal costs taxed, assessed or audited if **we** ask for this.
- (b) **You** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

5. Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

6. Withdrawing cover

If **you** settle or withdraw a claim without **our** agreement, or do not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses** **we** have paid.

7. Expert opinion

We may require **you** to get, at **your** 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 **you** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

8. Arbitration

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

9. Keeping to the policy terms

You must:

- (a) keep to the terms and conditions of this policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **we** ask for, in writing, and
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

10. Cancelling the policy

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.

11. Fraudulent claims

We will, at **our** discretion, void the policy (make it invalid) from its start date or from the date of claim, or alleged claim, or **we** will not pay the claim if:

- (a) a claim **you** have 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. Claims under this policy by a third party

Apart from **us**, **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. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

13. Other insurances

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

14. Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

How to make a complaint

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address:

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

Registered in England and Wales, number 103274.

Or **you** can phone **us** on **0844 893 9013** or email **us** at customerrelations@das.co.uk
Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at: South Quay Plaza, 183 Marsh Wall, London E14 9SR.

You can also contact them on: **0845 080 1800**
Website: www.financial-ombudsman.org.uk

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



Your important information

Legal advice helpline

Call **0844 893 9011** when you require legal advice

Claims helpline

Call **0844 893 9011** when you need to make a claim

Tax helpline

Call **0844 893 9011** when you require tax advice

Health and medical information service

Call **0844 893 9011** for advice on general health issues

Counselling helpline

Call **0844 893 9012** for confidential counselling

Identity theft helpline

Call **0844 848 7071** for support against identity theft

DAS Householdlaw

Visit **www.dashouseholdlaw.co.uk**
for online legal advice and documents

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

Policy number: FLP5

Period of insurance: From _____ To _____

Please have these details available when contacting us.