



# Family

Legal Protection

Policy number:

**NUMBERING**

Period of insurance:

[www.das.co.uk](http://www.das.co.uk)

## WELCOME TO FAMILY LEGAL PROTECTION

Thank **you** for taking out DAS Family Legal Protection. **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**. If **you** have any questions or would like more information, please contact **your** insurance adviser.

### How we can help

To make a claim under **your** policy, please phone **us** on 0117 934 0553. **We** will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice.

If **your** dispute needs to be dealt with as a claim under this policy, **we** will give **you** a claim 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.

If **you** prefer to report **your** claim in writing, **you** 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 **you** can email **your** claim to **us** at [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

### When we cannot help

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

### Problems

**We** will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address shown below.

Or **you** can phone **us** on 0117 934 0066 or email **us** at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

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

### Our Head and Registered Office is:

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](http://www.das.co.uk)

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](http://www.financial-ombudsman.org.uk)

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

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.

## THE MEANING OF WORDS IN THIS POLICY

### Costs and expenses

#### (a) Accountant's costs

All reasonable and necessary costs chargeable by the **representative**.

#### (b) Attendance expenses

The **insured person's** net salary or wages for the time that the **insured person** is off work.

**We** will pay for each half or whole day that the court, tribunal or the **insured person's** employer will not pay for.

The amount **we** will pay is based on the following:

- the time the **insured person** is off work, including the time it takes to travel to and from the court or tribunal. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- if the **insured person** works full time, the salary or wages for each day equals 1/250th of the **insured person's** yearly salary or wages;
- if the **insured person** works part time, the salary or wages will be a proportion of the **insured person's** weekly salary or wages.

If the **insured person** is self employed, **we** will pay net salary or wages that the **insured person** draws from the business to cover their own personal cost-of-living expenses.

**(c) Communication costs**

Costs of phone calls, faxes or postage incurred by the **insured person** to communicate with the police, credit agencies, financial-service providers, other creditors or debt-collection agencies and the cost of replacement documents.

**(d) Legal costs**

All reasonable and necessary costs charged by the **representative** on a standard basis, or in accordance with the Predictable Costs scheme, if this is appropriate.

**(e) Opponents' costs**

The costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **our** agreement.

**Date of occurrence**

- (a)** For civil cases, the **date of occurrence** is the date of the event which 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.
- (b)** For criminal cases, the **date of occurrence** is when the **insured person** began, or is alleged to have begun, to break the criminal law in question.
- (c)** For **insured incident 6 TAX PROTECTION**, the **date of occurrence** is when HM Revenue & Customs first notifies the **insured person** in writing of their intention to make an enquiry.

**Full enquiry**

An extensive examination by HM Revenue & Customs which considers all aspects of the **insured person's** self-assessment tax return, but not enquiries which are limited to one or more specific aspects of the **insured person's** self-assessment tax return.

**Identity theft**

The theft or unauthorised use of an **insured person's** personal identification which has resulted in the unlawful use of their identity.

**Insured person**

**You**, and any member of **your** family who always lives with **you**. Anyone claiming under this policy must have **your** agreement to claim.

**Period of insurance**

The period for which **we** have agreed to cover an **insured person**.

**Representative**

The lawyer, accountant or other suitably qualified person whom **we** appoint to act for an **insured person** in accordance with the terms of this policy.

**Territorial limit**

For **insured incidents 2 CONTRACT DISPUTES** and **3 BODILY 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.

For all other **insured incidents**

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

**We, us, our**

DAS Legal Expenses Insurance Company Limited.

**You, your**

The person who has taken out this policy.

**COVER**

**We** agree to provide the insurance in this policy, as long as:

- (a)** the premium has been paid; and
- (b)** the **date of occurrence** of the **insured incident** is during the **period of insurance**; and
- (c)** any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- (d)** for civil claims, it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

## WHAT WE WILL PAY

- For all **INSURED INCIDENTS** under this policy, we will pay **legal costs** and **opponents' costs**;
  - for **INSURED INCIDENT 6 TAX PROTECTION**, we will pay **accountants' costs**;
  - for **INSURED INCIDENT 7 JURY SERVICE AND COURT ATTENDANCE**, we will pay **attendance expenses**;
  - for **INSURED INCIDENT 9 IDENTITY THEFT**, we will pay **communication costs**.
- For all **insured incidents** we will pay **costs and expenses** to make or defend against 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.
- 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.

## INSURED INCIDENTS WE WILL COVER

### 1 EMPLOYMENT DISPUTES

**We** will negotiate for an **insured person's** legal rights in a dispute relating to their contract of employment or future employment.

#### What is not covered under EMPLOYMENT DISPUTES

- Employers' disciplinary hearings or internal grievance procedures;
- Any claim relating solely to personal injury.

### 2 CONTRACT DISPUTES

**We** will negotiate for an **insured person's** legal rights in a contractual dispute arising from an agreement or an alleged agreement which an **insured person** has entered into for:

- buying or hiring in goods or services; or
- selling goods;

#### Provided that:

- the **insured person** has entered into the agreement or alleged agreement during the **period of insurance**; and
- the amount in dispute is more than £100.

#### What is not covered under CONTRACT DISPUTES

A claim relating to:

- a contract regarding an **insured person's** trade, profession, employment or any business venture;
- construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
- the settlement payable under an insurance policy (**we** will negotiate if an **insured person's** insurer refuses their claim, but not for a dispute over the amount of the claim);
- a dispute arising from any loan, mortgage, pension, investment or borrowing;
- a dispute over the terms of a lease of land or buildings 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 BODILY INJURY

**We** will negotiate for an **insured person's** legal rights in a claim against a party who causes the death of, or bodily injury to, an **insured person**.

#### What is not covered under BODILY INJURY

- Illness or bodily injury, which happens gradually or is not caused by a specific or sudden accident.
- Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the **insured person**.
- Clinical negligence.
- Defending an **insured person's** legal rights, but defending a counter-claim is covered.

#### 4 CLINICAL NEGLIGENCE

We will negotiate for an **insured person's** legal rights where it is alleged that accidental death or bodily injury to an **insured person** has resulted from a single negligent act of surgery, clinical or medical procedure.

##### What is not covered under CLINICAL NEGLIGENCE

- (1) The alleged failure to correctly diagnose the **insured person's** condition.
- (2) Psychological injury or mental illness that is not associated with an **insured person** having suffered physical bodily injury.

#### 5 PROPERTY PROTECTION

We will:

- (a) negotiate for an **insured person's** legal rights in a civil action; and/or
  - (b) arrange mediation;
- for a dispute relating to material property (including the **insured person's** principal and holiday home) which is owned by an **insured person**, or for which an **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;
  - (2) a legal nuisance (meaning any unlawful interference with an **insured person's** use or enjoyment of their land, or some right over, or in connection with it);
  - (3) a trespass.

##### What is not covered under PROPERTY PROTECTION

- (1) A claim relating to:
  - (a) a contract entered into by an **insured person**;
  - (b) any building or land other than the **insured person's** principal or holiday home;
  - (c) someone legally taking an **insured person's** material property from them, whether the **insured person** is offered money or not, or restrictions or controls placed on an **insured person's** material property by any government or public or local authority;

- (d) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;
  - (e) mining subsidence.
- (2) Defending a claim relating to an event that causes physical damage to material property, but defending a counter-claim is covered.
  - (3) The first £250 of any claim for legal nuisance or trespass. This is payable as soon as **we** accept the claim.

#### 6 TAX PROTECTION

In the event of a **full enquiry** into an **insured person's** personal tax affairs, **we** will negotiate for an **insured person**, and represent them in any appeal proceedings.

##### What is not covered under TAX PROTECTION

- (1) The tax affairs of a company, or any claim if the **insured person** is self-employed, or a sole-trader, or in a business partnership.
- (2) An investigation or enquiries by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the HM Revenue & Customs Prosecution Office.

#### 7 JURY SERVICE AND COURT ATTENDANCE

An **insured person's** absence from work:

- (a) to attend any court or tribunal at the request of the **representative**; or
- (b) to perform jury service; or
- (c) to carry out activities specified in an **insured person's identity theft** action plan under **INSURED INCIDENT 9 IDENTITY THEFT**.

## 8 LEGAL DEFENCE

- (1) **We** will defend an **insured person's** legal rights if an event arising from an **insured person's** work as an employee leads to:
  - (a) an **insured person** being prosecuted; or
  - (b) civil action being taken against an **insured person** under:
    - (i) legislation for unlawful discrimination; or
    - (ii) section 13 of the Data Protection Act 1998.
- (2) **We** will defend an **insured person's** legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

### What is not covered under LEGAL DEFENCE

- (1) Parking or obstruction offences.
- (2) The driving of a motor vehicle by an **insured person** for which the **insured person** does not have valid motor insurance.

## 9 IDENTITY THEFT

### Identity theft support service

Following a call to the **identity theft** helpline service, **we** will help to restore an **insured person's** identity and credit status if they have become a victim of **identity theft**. **We** will assign a personal caseworker who will provide phone advice and a personal action plan to help regain an **insured person's** identity.

### Legal costs

Following an **insured person's identity theft**:

- (1) **we** will pay **legal costs** to reinstate an **insured person's** identity including costs for the signing of statutory declarations or similar documents;
- (2) **we** will negotiate for an **insured person's** legal rights in a dispute with debt collectors or any party pursuing legal action against an **insured person** arising from or relating to **identity theft**;
- (3) **we** will pay loan-rejection fees and any re-application administration fee for a loan when an **insured person's** original application has been rejected;

### Provided that

- (i) the **insured person** files a police report and notifies banks and building societies as soon as possible; and
- (ii) the **insured person** tells **us** if they have previously suffered **identity theft**; and
- (iii) the **insured person** takes all reasonable action to prevent continued unauthorised use of their identity.

### What is not covered under Identity theft

- (1) Fraud committed by another **insured person** under this policy.
- (2) Losses arising from an **insured person's** business activities.

## WHAT IS NOT COVERED BY THIS POLICY

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 an **insured person** is ordered to pay by a court or other authority.
5. A claim intentionally brought about by an **insured person**.
6. A legal action that an **insured person** takes which **we** or the **representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **representative**.
7. A claim relating to written or verbal remarks which damage an **insured person's** reputation.
8. A dispute with **us** not otherwise dealt with under Condition 7.
9. 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 the policy in relation to any third-party rights or interest.

10. **Costs and expenses** arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry.
11. A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against the **insured person**.
12. 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; or
  - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
13. A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.

## CONDITIONS WHICH APPLY TO THE WHOLE POLICY

1. An **insured person** must:
  - (a) keep to the terms and conditions of this policy;
  - (b) try to prevent anything happening that may cause a claim;
  - (c) take reasonable steps to keep any amount **we** have to pay as low as possible;
  - (d) send everything **we** ask for, in writing;
  - (e) give **us** full and truthful details by phone or in writing of any claim as soon as possible and give **us** any information **we** need.
2. (a) **We** can take over and conduct in the name of an **insured person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of an **insured person**.
  - (b) An **insured person** is free to choose a **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 an **insured person** in those proceedings; or

- (ii) there is a conflict of interest.
  - (c) In all circumstances except those in 2(b) above, **we** are free to choose a **representative**.
  - (d) Any **representative** will be appointed by **us** to represent an **insured person** according to **our** standard terms of appointment, which may include a 'no-win, no-fee' agreement. The **representative** must co-operate fully with **us** at all times.
  - (e) **We** will have direct contact with the **representative**.
  - (f) An **insured person** must co-operate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.
  - (g) An **insured person** must give the **representative** any instructions that **we** ask for.
3. (a) An **insured person** must tell **us** if anyone offers to settle a claim.
    - (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
    - (c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming, or that is being claimed against them, instead of starting or continuing legal proceedings.
  4. (a) An **insured person** must tell the **representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
    - (b) An **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.
  5. If the **representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses the **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
  6. If an **insured person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim from **you costs and expenses we** have paid.
  7. If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help.

8. **We** may, at **our** discretion, require the **insured person** to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the **insured person** and **us**, on the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the cost of obtaining the opinion.
9. **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.
10. **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.
11. This policy will be governed by English law.
12. All Acts of Parliament mentioned in the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.



Chief Executive Officer



## 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** record all calls, except those to the counselling service. When phoning, please tell **us** **your** policy number or the name of the scheme **you** are in. Please do not phone **us** to report a general insurance claim.

**To contact these services (except the identity theft and counselling services) phone us on 0117 934 0553.**

## EuroLaw legal advice service

**We** will give an **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.

## Tax advice service

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

## Identity theft

**We** will provide an **insured person** resident in the UK, Northern Ireland or the Channel Islands with detailed guidance and advice over the phone for any concerns about being or becoming a victim of **identity theft**.

**For help, phone 0844 848 7071. The helpline is open 8am-8pm, 7 days a week.**

## Health and medical information service

**We** will give an **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. Information is available on all health services including hospital waiting lists.

**Between the hours of 7pm and 9am we will take a message and one of our health and medical advisors will contact the insured person the next day or at an agreed time.**

## Counselling

**We** will provide an **insured person** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary or professional services.

**To contact the counselling helpline, phone us on 0117 934 2121.**

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

## Domestic help

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

### **Veterinary help**

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

### **Childcare help\***

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

### **Home help\***

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

- \* ***We can provide insured persons 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.**

Agent's Address