



DASDRIVE PLUS

LEGAL PROTECTION

THIS IS YOUR POLICY WORDING

**ACT QUICKLY AFTER AN ACCIDENT AND CALL US
NOW ON 0800 783 6066**



FIRST FOR JUSTICE

IMPORTANT INFORMATION

This is your DASDrive Plus legal protection policy wording. It includes everything you need to know about your cover.

Keep this document in a safe place as you will need to refer to it in the event of an accident.

If you are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident.

DASDrive Plus legal protection is designed to help you if a motor accident was not your fault and you have suffered an injury, need a replacement hire vehicle, or incurred other losses which are not covered under your motor insurance policy.

HELPLINE SERVICE

LEGAL ADVICE SERVICE

CALL 0344 893 9027

We will provide an **insured person** with confidential legal advice over the phone on any motoring issue, under the laws of any European Union country, 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 you call outside these times, we will call you back.

To help **us** check and improve **our** service standards, **we** may record all inbound and outbound calls. When phoning, please tell **us your** policy number and the name of the insurance provider who sold **you** this policy.

We cannot accept responsibility if the legal advice helpline service is unavailable for reasons **we** cannot control.

CONTENTS

IMPORTANT INFORMATION	2
HELPLINE SERVICE	3
THE MEANING OF WORDS IN THIS POLICY	5
WELCOME TO DAS	7
How we can help	7
When you need to make a claim	7
If you need any other help from us	8
LEGAL PROTECTION: OUR AGREEMENT	9
1 Uninsured loss recovery and personal injury	9
What we will pay	9
What we will not pay	10
2 Replacement hire vehicle	10
What we will pay	10
What we will not pay	10
POLICY EXCLUSIONS	11
POLICY CONDITIONS	13
DATA PROTECTION	16
HOW TO MAKE A COMPLAINT	16

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 or other suitably qualified person we will appoint to act on an insured person's behalf.
costs and expenses	<p>(a) All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS Standard Terms of Appointment.</p> <p>(b) The costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with our agreement.</p>
countries covered	<p>For insured incident 1 UNINSURED LOSS RECOVERY AND PERSONAL INJURY 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> <p>For insured incident 2 REPLACEMENT HIRE VEHICLE England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.</p>
DAS Standard Terms of Appointment	The terms and conditions (including the amount we will pay to an appointed representative) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as an appointed representative the amount is currently £100 per hour. This amount may vary from time to time.
insured person	You , and any passenger or driver who is in or on the insured vehicle with your permission. Anyone claiming under this policy must have your agreement to claim.
insured vehicle	The motor vehicle(s) covered by the motor insurance policy to which this policy attaches. It also includes any caravan or trailer attached to the vehicle(s).
motor claims centre	This centre carries out recovery, hire and repair services and deals with the administration of your claim.
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 an insured person's 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	The prospects that an insured person will recover losses or damages, 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 .
uninsured losses	Losses which an insured person has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance to which this policy attaches.
vehicle hire costs	The cost of hiring a comparable replacement vehicle for one continuous period we agree to. This cost includes motor insurance for the vehicle.
we, us, our, DAS	DAS Legal Expenses Insurance Company Limited.
you, your	The person who has taken out this policy (the policyholder).

WELCOME TO DAS

Thank **you** for purchasing this DASDrive Plus legal protection policy. **You** are now protected by Europe's leading legal expenses insurer. If **you** are involved in a motor accident or need legal advice, **we** are here to help **you** 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 **preferred law firm** on behalf of **DAS**.

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**.

HOW WE CAN HELP

If **you** are involved in an accident which was not **your** fault, **we** will help **you** recover **your uninsured losses** from the person who caused the accident, either through **our Motor Claims Centre** or by appointing a lawyer. **Uninsured losses** could include the cost of repairing or replacing the **insured vehicle**, **your** motor insurance policy excess, compensation following injury or other out-of-pocket expenses.

If the accident was entirely the other person's fault and the **insured vehicle** cannot be driven, **we** can arrange to supply **you** with a comparable replacement hire vehicle until the **insured vehicle** can be repaired.

We will do so only if **you** meet the hire company's terms and conditions of hire. For **us** to provide a replacement hire vehicle, the driver at fault must have valid motor insurance and be identified or traced. This service is available in England and Wales, on the mainland of Scotland and Northern Ireland and the Isle of Man, Jersey and Guernsey.

Where the driver at fault is uninsured or cannot be traced, **we** will assist **you** in making a claim to the Motor Insurers' Bureau.


WHEN YOU NEED TO MAKE A CLAIM

Phone **us** on **0800 783 6066** as soon as possible after **your** accident to speak with one of **our** dedicated customer claims handlers. If **you** are calling outside of the UK, please phone **us** on **+44 29 2085 4069**.

IF YOU NEED ANY OTHER HELP FROM US

If **you** wish to speak to **our** legal teams about a legal problem related to motoring, please phone **us** on **0344 893 9027**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to give **you** legal advice.

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



Andrew Burke
Chief Executive Officer, DAS Group

DAS 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 by the Prudential Regulation Authority and regulated by the Financial Conduct Authority 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

DAS Law Limited Head and Registered Office:
DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL

Registered in England and Wales, number 5417859. Website: www.daslaw.co.uk
DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113)

LEGAL PROTECTION: 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 insured incident happens 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**
- 4** the insured incident happens within the **countries covered**, and
- 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 £100,000.

INSURED INCIDENTS

1 UNINSURED LOSS RECOVERY AND PERSONAL INJURY

What we will pay

We will pay an **appointed representative**, on behalf of an **insured person**, **costs and expenses** incurred to recover **uninsured losses** after an event which causes:

- (a)** damage to the **insured vehicle** or to any property belonging to an **insured person** in or on the vehicle; and/or
- (b)** death or bodily injury to an **insured person** whilst travelling in or on the **insured vehicle**.

Provided that:

- (i)** the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time
- (ii)** in respect of an appeal or the defence of an appeal, the **insured person** must tell **us** within the time limits allowed that they want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- (iii)** 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

In the event of a claim, if an **insured person** decides not to use the services of a **preferred law firm**, they will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.

2 REPLACEMENT HIRE VEHICLE

What we will pay

We will make the arrangements for vehicle hire for **you** within the **countries covered** and **we** will pay **your vehicle hire costs** following an accident involving the **insured vehicle** and another vehicle, as long as:

- (a) the **insured vehicle** cannot be driven, and
- (b) the accident was entirely the other person's fault.

Provided that:

- (i) ***You** must agree to **us** trying to recover any **vehicle hire costs** in **your** name, and any costs recovered must be paid to **us**.*
- (ii) ***We** will choose the vehicle hire company and the type of vehicle to be hired.*
- (iii) ***We** will decide how long a vehicle can be hired for.*
- (iv) ***You** must tell **us** as soon as the **insured vehicle** becomes available for **you** to drive again.*
- (v) ***You** must meet the age and licensing rules of the vehicle hire company **we** choose and must follow any terms and conditions of hire.*

What we will not pay

- 1 **Vehicle hire costs** if **you** are claiming against a person who does not have valid motor insurance or cannot be identified or traced; or
- 2 **vehicle hire costs** when **you** make **your** own arrangements for vehicle hire after an insured incident.

POLICY EXCLUSIONS

We will not pay for the following:

1 Late reported claims

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 **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.

2 Costs we have not agreed

Costs and expenses or **vehicle hire costs** incurred before **our** acceptance of a claim. If **we** agree to pay **vehicle hire costs** but subsequently it is established that the accident resulting in the claim was not entirely the other person's fault, **we** will not pay any further **vehicle hire costs**. However, **we** will not seek to recover any costs from **you** that **we** have already paid provided the accident details **you** have supplied are true and complete.

3 Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders an **insured person** to pay.

4 Legal action we have not agreed

Any legal action an **insured person** takes that **we** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **appointed representative**.

5 Contractual disputes

Any claim relating to a contract involving the **insured vehicle**.

6 Uninsured drivers

The **insured vehicle** being used by anyone, with **your** permission, who does not have valid motor insurance.

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, 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 as defined in the Terrorism Act 2000
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

10 Litigant in person

Any claim where an **insured person** is not represented by a law firm or barrister.

POLICY CONDITIONS

1 An insured person's legal representation

- (a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as an **insured person's appointed representative** to deal with their claim. They will try to settle the **insured person's** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm** cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.
- (c) If the **insured person** chooses a law firm as their **appointed representative** who is not a **preferred law firm**, **we** will give the **insured person's** 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**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- (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 An insured person's responsibilities

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

3 Offers to settle a claim

- (a) An **insured person** must tell **us** if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without **our** written consent.
- (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 reasonable value of their claim, instead of starting or continuing legal action. In these circumstances the **insured person** must allow **us** to take over and pursue or settle any claim in their name. The **insured person** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and the **insured person** must give **us** all the information and help **we** need to do so.

4 Assessing and recovering costs

- (a) An **insured person** must instruct the **appointed 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 amounts that are recovered.

5 **Cancelling an appointed representative's appointment**

If the **appointed representative** refuses to continue acting for an **insured person** with good reason, or if the **insured person** dismisses 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 an **insured person** settles or withdraws a claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from the **insured person** any **costs and expenses we** have paid.

7 **Expert opinion**

We may require the **insured person** to get, at their 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 an **insured person** 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 an **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. Alternatively there is a separate arbitration process. The arbitrator will be a barrister 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.

9 **Keeping to the policy terms**

An **insured person** 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.

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 **Fraudulent claims**

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 an **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.

Where the above circumstances apply, as part of **our** fraud prevention measures **we** will, at **our** discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

12 **Claims under this policy by a third party**

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.

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.

DATA PROTECTION

To provide and administer the legal advice service and legal expenses insurance **we** must process **your** personal data (including sensitive personal data) that **we** collect from **you** in accordance with **our** Privacy Policy.

To do so, **we** may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. To give **you** legal advice, **we** may have to send information outside the European Economic Area.

In doing this, **we** will comply with the Data Protection Act 1998. **We** will not disclose **your** personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations, or for the prevention and detection of crime, including fraud and financial sanctions. To prevent and detect crime **we** may use and share **your** data with other organisations and public bodies, including the police and anti-fraud organisations.

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our** **DAS** Head Office address – please see page 8.

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** **DAS** Head Office address – please see page 8.

Or **you** can phone **us** on **0344 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:
Exchange Tower | London | E14 9SR

You can also contact them on: **0800 023 4567** (free from mobile phones and landlines), **0300 123 9123** or email them at complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can contact the Legal Ombudsman Service at: **PO Box 6806 | Wolverhampton | WV1 9WJ**.
You can also contact them by telephone on **0300 555 0333** or email them at enquiries@legalombudsman.org.uk
Website: www.legalombudsman.org.uk

Using these services does not affect **your** right to take legal action.

THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

Policy number

Period of insurance from

Stationery number

Period of insurance to