



# Family Classic Plus

**Legal protection and advice**

Thank you for purchasing this policy.

**This is your Policy Wording**



**FIRST FOR JUSTICE**

# Helplines and DAS Householdlaw

**You** can contact **our** UK-based call centre 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** may record all calls. When phoning, please tell **us** **your** policy number and the name of the insurance provider who sold **you** this policy.

## Legal advice

Call 0344 893 9011

Advice can be provided on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However, if this is not possible they will arrange to call **you** back at a time to suit **you**.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist legal matters, **we** will refer **you** to one of **our** specialist advisers.

**Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside of these times, we will arrange to call you back.**

## Tax advice

Call 0344 893 9011

Advice can be provided on any personal tax matters in the UK.

**This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will arrange to call you back.**

## Health and medical information service

Call 0344 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 provide information on what health services are available in **your** area, including local NHS dentists.

**Health and medical information is provided by a medically qualified person 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will arrange to call you back.**

## Identity theft service

Call 0344 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. Advice is provided by personal caseworkers 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside of these times, we will arrange to call you back.**

**Counselling service**Call **0344 893 9012**

**We** will provide **you** with a confidential counselling service over the phone if **you** are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **us**.

The counselling service helpline is open 24 hours a day, seven days a week.

**DAS Householdlaw**Visit [www.dashouseholdlaw.co.uk](http://www.dashouseholdlaw.co.uk)**What is DAS Householdlaw?**

**DAS Householdlaw** contains a range of regularly updated legal guides, document builders, interactive checklists and videos to help **you** with family, employment and consumer issues.

Whether **you** want to challenge an employment decision, apply for flexible working rights, contest a parking ticket or create a will, **DAS Householdlaw** has everything **you** need to get started.

**How do I get started?**

- 1 Visit [www.dashouseholdlaw.co.uk](http://www.dashouseholdlaw.co.uk)
- 2 Enter **DASHRES100** into the 'voucher code' text box and press **Validate Voucher**.
- 3 Fill out **your** name, email address and create a password.
- 4 Validate **your** email address by pressing the link in the confirmation email that **you** receive.

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

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# The meaning of words in this policy

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

<b>appointed representative</b>	The <b>preferred law firm</b> , law firm, accountant or other suitably qualified person <b>we</b> will appoint to act on <b>your</b> behalf.
<b>costs and expenses</b>	<p>(a) All reasonable, proportionate and necessary costs chargeable by the <b>appointed representative</b> and agreed by <b>us</b> in accordance with the <b>DAS Standard Terms of Appointment</b>.</p> <p>(b) The costs incurred by opponents in civil cases if <b>you</b> have been ordered to pay them, or <b>you</b> pay them with <b>our</b> agreement.</p>
<b>countries covered</b>	<p>(a) For insured incidents <b>2 Contract disputes</b> (excluding <b>2(c)</b> and <b>2(d)</b>) and <b>3 Personal injury</b>: The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey.</p> <p>(b) For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.</p>
<b>DAS Standard Terms of Appointment</b>	The terms and conditions (including the amount <b>we</b> will pay to an <b>appointed representative</b> ) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an <b>appointed representative</b> the amount is currently £100 per hour. This amount may vary from time to time.
<b>date of occurrence</b>	<p>(a) For civil cases (other than as specified under <b>(c)</b> below), 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 <b>date of occurrence</b> is the date of the first of these events. (This is the date the event happened, which may be before the date <b>you</b> first became aware of it.)</p> <p>(b) For criminal cases, the date <b>you</b> began, or are alleged to have begun, to break the law.</p> <p>(c) For insured incident <b>6 Tax protection</b>, the date when HM Revenue &amp; Customs first notifies <b>you</b> in writing of its intention to make an enquiry.</p>
<b>identity theft</b>	The theft or unauthorised use of <b>your</b> personal identification which has resulted in the unlawful use of <b>your</b> identity.
<b>period of insurance</b>	The period for which <b>we</b> have agreed to cover <b>you</b> .
<b>preferred law firm</b>	A law firm or barristers' chambers <b>we</b> choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with <b>your</b> claim and must comply with <b>our</b> agreed service standard levels, which <b>we</b> audit regularly. They are appointed according to the <b>DAS Standard Terms of Appointment</b> .

**reasonable prospects**

- (a)** 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), or make a successful defence, must be at least 51%. **We**, or a **preferred law firm on our** behalf will assess whether there are **reasonable prospects**.
- (b)** For criminal cases there is no requirement for there to be prospects of a successful outcome.
- (c)** For all civil and criminal appeals, the prospects of a successful outcome must be at least 51%.

**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 Family Classic Plus Legal Protection and Advice policy.

DAS Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance and additional services under **your** policy.

To make sure **you** get the most from **your DAS** cover, please take time to read this policy which explains the insurance cover and additional services available to **you**.

## How your policy can help

Please find below information about the services **your** policy offers and details of how to make a claim.

If **you** wish to speak to **us** about:

- **Legal Advice** – **you** can get telephone legal advice on any personal legal issue affecting **you**.
- **Insurance Claims** – **you** can report a claim 24/7.
- **Tax Advice** – dedicated tax advisers can provide advice on personal tax issues.

Please phone **us** on **0334 893 9011**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to deal with **your** query.

## Access to online legal documents and guides

**You** have access to **DAS Householdlaw** as part of **your** policy. DAS Householdlaw is an online resource that provides access to legal guides, document builders and more. Whether **you** want to challenge an employment decision, apply for flexible working rights, contest a parking ticket or create a will, DAS Householdlaw can help.

Visit [www.dashouseholdlaw.co.uk](http://www.dashouseholdlaw.co.uk) and use the following voucher code to sign up: **DASHRES100**

## Reporting a claim

### Important information

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.

### Report your claim

- Visit [www.das.co.uk/claim](http://www.das.co.uk/claim) – have **your** policy number ready
- Alternatively, call **us** on **0344 893 9011**, available 24 hours a day, 7 days a week

### We will assess the claim

- To check **your** claim is covered by **your** policy
- And, if it is, **we** will send it to a lawyer who specialises in **your** type of claim

### The lawyer will

- Assess **your** case and tell **you** how likely it is **you** will win

### If you are more likely than not to win, the lawyer will

- Manage the case from start to finish

Please note this is an overview of the claims process for guidance purposes only. Please visit [www.das.co.uk/claim](http://www.das.co.uk/claim) for more details on how to claim.

# Our agreement

This policy and the policy schedule shall be read together as one document and describe the contract between **you** and **us**.

**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:
  - (i) during the **period of insurance**, or
  - (ii) during the currency of a previous equivalent legal expenses insurance policy, provided that:
    - the previous legal expenses insurance policy required **you** to report claims during its currency
    - **you** could not have notified a claim previously as **you** could not have reasonably been aware of the insured incident
    - cover has been continuously maintained in force
    - any claim that should have been covered under a previously operative legal expenses insurance policy will not be covered by **us**, and
    - the available limit of indemnity shall be limited to the lesser of the sums payable under this or **your** previous policy
- 3 any legal proceedings, or any other proceeding to resolve the insured incident 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:

- 1 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
- 2 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
- 3 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
- 4 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
- 5 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 **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**.



# Your cover – insured incidents

## What is covered

Please also refer to **our** agreement on page 8

### 1 Employment disputes

A dispute relating to **your** contract of employment.

► For advice and to make a claim call **0344 893 9011**

### 2 Contract disputes

A dispute arising from an agreement or an alleged agreement which **you** have entered into in a personal capacity for:

- (a) buying or hiring in goods or services
- (b) selling goods
- (c) renting **your** principal home as a tenant
- (d) buying or selling **your** principal home.

*Please note that the amount in dispute must be more than £100 (including VAT).*

► For advice and to make a claim call **0344 893 9011**

### 3 Personal injury

A specific or sudden accident that causes **your** death or bodily injury to **you**.

► For advice and to make a claim call **0344 893 9011**

## What is not covered

Please also refer to the general exclusions on page 13

A claim relating to the following:

- (a) employer's disciplinary hearings or internal grievance procedures
- (b) any claim relating solely to personal injury (please refer to insured incident **3 Personal injury**)
- (c) a settlement agreement while **you** are still employed.

A claim relating to the following:

- (a) a dispute relating to an insurance policy, other than when **your** insurer refuses **your** claim
- (b) a dispute arising from any loan, mortgage, pension, investment or borrowing. However, **we** will cover a dispute with a professional adviser in connection with these matters
- (c) a lease, licence, or tenancy of land or buildings, or the sale or purchase of land or buildings (other than disputes arising from **you** buying or selling **your** principal home or **you** renting **your** principal home as a tenant). However, **we** will cover a dispute with a professional adviser in connection with these matters
- (d) a motor vehicle owned by or hired or leased to **you**.

A claim relating to the following:

- (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 (please refer to insured incident **4 Clinical negligence**).

<b>What is covered</b> Please also refer to <b>our</b> agreement on page 8	<b>What is not covered</b> Please also refer to the general exclusions on page 13
<p><b>4 Clinical negligence</b></p> <p>An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to <b>you</b>.</p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> <li>(a) the failure or alleged failure to correctly diagnose <b>your</b> condition</li> <li>(b) psychological injury or mental illness that is not associated with <b>you</b> having suffered physical bodily injury.</li> </ul>
<p>► For advice and to make a claim call <b>0344 893 9011</b></p>	
<p><b>5 Property protection</b></p> <p>A civil dispute relating to <b>your</b> principal home, or personal possessions, <b>you</b> own, or are responsible for, following:</p> <ul style="list-style-type: none"> <li>(a) an event which causes physical damage to such property but the amount in dispute must be more than £100</li> <li>(b) a legal nuisance</li> <li>(c) a trespass.</li> </ul> <p><i>Please note <b>you</b> must have, or there must be reasonable prospects of establishing <b>you</b> have, the legal ownership or right to the land or personal possessions that are the subject of the dispute.</i></p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> <li>(a) a contract <b>you</b> have entered into</li> <li>(b) any building or land except <b>your</b> principal home</li> <li>(c) someone legally taking <b>your</b> property from <b>you</b>, whether <b>you</b> are offered money or not, or restrictions or controls placed on <b>your</b> property by any government or public or local authority</li> <li>(d) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage</li> <li>(e) adverse possession (meaning the occupation of any building or land either by someone trying to take possession from <b>you</b> or of which <b>you</b> are trying to take possession)</li> <li>(f) defending a claim relating to an event that causes physical damage to property, but <b>we</b> will cover defending a counter-claim.</li> </ul>
<p>► For advice and to make a claim call <b>0344 893 9011</b></p>	
<p><b>6 Tax protection</b></p> <p>A comprehensive examination by HM Revenue &amp; Customs that considers all areas of <b>your</b> self assessment tax return, but not enquiries limited to one or more specific area.</p> <p><i>Provided that <b>you</b> have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.</i></p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> <li>(a) <b>your</b> business activities</li> <li>(b) any investigation, enquiry, or prosecution relating to suspected or alleged dishonesty or suspected or alleged criminal offences.</li> </ul>
<p>► For advice and to make a claim call <b>0344 893 9011</b></p>	

**What is covered**

Please also refer to **our** agreement on page 8

**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 protection**.

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**.

► For advice and to make a claim call **0344 893 9011**

**8 Legal defence**

**Costs and expenses** to defend **your** legal rights if an event arising from **your** work as a worker or an employee leads to:

- (a) **you** being prosecuted in a court of criminal jurisdiction
- (b) civil action being taken against **you** under:
  - discrimination legislation
  - data protection legislation.

► For advice and to make a claim call **0344 893 9011**

**What is not covered**

Please also refer to the general exclusions on page 13

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

- (a) Any claim relating to **you** driving a motor vehicle.
- (b) Any claim resulting from hacking (unauthorised access) or other type of cyber attack affecting stored personal data.

**What is covered**

Please also refer to **our** agreement on page 8

**What is not covered**

Please also refer to the general exclusions on page 13

**9 Identity theft protection**

- (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.
- (3) Following **your identity theft** **we** will pay:
  - (a) **costs and expenses** to reinstate **your** identity including costs for the signing of statutory declarations or similar documents
  - (b) **costs and expenses** 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.

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 and to make a claim call **0344 893 9011**

# General 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** expressed acceptance.
- 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 Defamation** Any defamation claim brought by or against **you**.
- 6 A dispute with DAS** Any claim under this policy for a dispute with **us**. For disagreements with **us** about the handling of a claim refer to Policy Condition 8.
- 7 Judicial review, coroner's inquest or fatal accident inquiry** **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- 8 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.
- 9 Litigant in person** Any claim where **you** are not represented by a law firm, barrister or tax expert.

# Policy conditions

## 1 Your legal representation

- (a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** 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** 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**. 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 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** expressed consent.
- (b) If **you** do not accept a reasonable offer to settle a claim, **we** will not pay further **costs and expenses**.
- (c) **We** may decide to pay **you** the reasonable value of the claim that **you** are claiming or is being claimed against **you**, 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.

## 4 Assessing and recovering costs

- (a) **You** must instruct the **appointed representative** to have **costs and expenses** 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

- (a) 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.
- (b) If during the course of a claim **reasonable prospects** no longer exist the cover **we** provide will end at once. **We** will pay any **costs and expenses** **we** have agreed to, up to the date cover was withdrawn.

## 7 Expert opinion

If there is a disagreement on the merits of the claim or proceedings, or on a legal principle, **we** may suggest **you** obtain at **your** own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **us** and the cost expressly 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. This does not affect **your** rights under Policy Condition 8.

## 8 Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through **our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

Alternatively, there is a separate arbitration process available that can be used to settle any dispute with **us**. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. 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 parties or one party may pay all the costs.

## 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. Provided no claims have been made within that period, the person who sold **you** this policy will give **you** a full refund of the premium, subject to any separate charges that they may apply.

**You** may also cancel this policy 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.

If the policy is cancelled after 14 days of taking it out, 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 **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.



# Privacy

When you purchase and use a DAS product **we** will process personal information about you and anyone else whose details are provided to **us** to provide you with a service or a claim.

**We** process your personal information in accordance with **our** Privacy Notice. You can find **our** Privacy Notice online at [www.dasinsurance.co.uk/legal/privacy-statement](http://www.dasinsurance.co.uk/legal/privacy-statement). Alternatively you can make a request for a printed copy to be sent to you by contacting [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

# 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 Parc | Greenway Court | Bedwas | Caerphilly | CF83 8DW**
- completing our online complaint form at **[www.dasinsurance.co.uk/complaints](http://www.dasinsurance.co.uk/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 may be able to contact the Financial Ombudsman Service for help. This is a free complaint resolution service for eligible complaints. (Details available from **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**)

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

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

# About DAS

**Registered Address:**

**DAS Legal Expenses Insurance Company Limited |  
DAS Parc | Greenway Court | Bedwas | Caerphilly | CF83 8DW**

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

# Your important information

## Legal advice helpline

Call **0344 893 9011**  
when you require legal advice

## Claims helpline

Call **0344 893 9011**  
when you need to make a claim

## Tax advice service

Call **0344 893 9011**  
when you require tax advice

## Health and medical information service

Call **0344 893 9011**  
for advice on general health issues

## Counselling service

Call **0344 893 9012**  
for confidential counselling

## Identity theft service

Call **0344 848 7071**  
for support against identity theft

## DAS Householdlaw

Visit [www.dashouseholdlaw.co.uk](http://www.dashouseholdlaw.co.uk)  
for online legal guides and documents.  
When registering, please use the following  
voucher code to gain access: **DASHRES100**

For more about the helpline services, please see pages 2-3.

Policy number:

Stationery number:

Period of insurance from:

Period of insurance to:

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