



# FAMILY CLASSIC

CHANNEL ISLANDS

SCHEME POLICY WORDING



FIRST FOR JUSTICE

# HELPLINE SERVICES

**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 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 0344 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, Jersey and the Bailiwick of Guernsey, 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, a message will be taken and a return call arranged within the operating hours.

## TAX ADVICE SERVICE

Call 0344 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, a message will be taken and a return call arranged within the operating hours.

## 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 contact numbers for information on what health services are available in **your** area.

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

## 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.

## 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. 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.

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

# CONTENTS

<b>HELPLINE SERVICES</b>	<b>2</b>
<b>THE MEANING OF WORDS IN THIS POLICY</b>	<b>4</b>
<b>WELCOME TO DAS</b>	<b>6</b>
Helping you with your legal problems	6
When you need to make a claim	6
<b>OUR AGREEMENT</b>	<b>8</b>
What we will pay	8
What we will not pay	8
<b>INSURED INCIDENTS</b>	<b>9</b>
Employment Disputes	9
Contract Disputes	9
Personal Injury	10
Clinical Negligence	10
Property Protection	11
Tax Protection	12
Jury Service and Court Attendance	12
Legal Defence	12
Identity Theft Protection	13
<b>POLICY EXCLUSIONS</b>	<b>14</b>
<b>POLICY CONDITIONS</b>	<b>15</b>
<b>DATA PROTECTION</b>	<b>18</b>
Who we are	18
How we will use your information	18
Got a question?	18
<b>HOW TO MAKE A COMPLAINT</b>	<b>19</b>
<b>IMPORTANT INFORMATION</b>	<b>BACK COVER</b>

# 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 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> and <b>3 Personal injury</b>: 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>(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, 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, the Comptroller of Taxes in Jersey, the Director of Income Tax in Guernsey or other relevant tax authority 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> .
<b>Reasonable prospects</b>	For civil cases, the prospects that <b>you</b> will recover losses or damages (or obtain any other legal remedy that <b>we</b> 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%. <b>We</b> , or a <b>preferred law firm</b> on <b>our</b> behalf, will assess whether there are <b>reasonable prospects</b> .
<b>We, us, our, DAS</b>	DAS Legal Expenses Insurance Company Limited.
<b>You, your</b>	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 Legal Protection policy. **You** are now protected by Europe's leading legal expenses insurer.

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**.

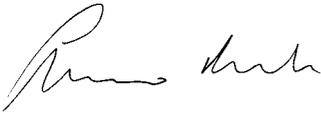
## HELPING YOU WITH YOUR LEGAL PROBLEMS

If **you** wish to speak to **our** legal teams about a legal problem, please phone **us** on **0344 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 **0344 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.



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

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

**Financial Services Compensation Scheme**

**We** are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, [www.fscs.org.uk](http://www.fscs.org.uk)

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

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

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

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

# 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**. 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
- (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 or equivalent actions under Jersey, Guernsey, Alderney or Sark law. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

# INSURED INCIDENTS

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

## What is covered

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

### 1 EMPLOYMENT DISPUTES

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

### 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.

Please note that:

- (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 £250 (including VAT or GST).

## What is not covered

Please also refer to the policy exclusions on page 14.

A claim relating to the following:

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

A claim relating to the following:

- (a) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT or GST)
- (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.
- (e) a motor vehicle owned by or hired or leased to **you**.

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

**What is covered**

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

**What is not covered**

Please also refer to the policy exclusions on page 14.

**3 PERSONAL INJURY**

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

**4 CLINICAL NEGLIGENCE**

An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to **you**.

A claim relating to the following:

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

#### What is covered

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

#### What is not covered

Please also refer to the policy exclusions on page 14.

## 5 PROPERTY PROTECTION

A civil dispute relating to **your** principal home, or personal possessions, that **you** own, or are responsible for, following:

- (a) an event which causes physical damage to such property but the amount in dispute must be more than £250
- (b) a legal nuisance or equivalent action under Jersey, Guernsey, Alderney or Sark law (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it)
- (c) a trespass or equivalent action under Jersey, Guernsey, Alderney or Sark law.

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

- (a) A claim relating to the following:
  - (i) a contract **you** have entered into
  - (ii) any building or land except **your** main 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**
  - (viii) the defence of an application for a caveat or an application for a caveat to be lifted.
- (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 or equivalent action under Jersey, Guernsey, Alderney or Sark law. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

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

#### What is covered

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

#### What is not covered

Please also refer to the policy exclusions on page 14.

### 6 TAX PROTECTION

A comprehensive examination by HM Revenue & Customs, the Comptroller of Taxes in Jersey, the Director of Income Tax in Guernsey or other relevant tax authority that considers all areas of **your** personal tax return, but not enquiries limited to one or more specific area.

- (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.
- (c) An investigation or enquiries by the office of the Comptroller of Taxes in Jersey, the Director of Income Tax in Guernsey or other relevant tax authority where there is an allegation of dishonesty or fraud.

### 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**.

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

### 8 LEGAL DEFENCE

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

- (a) **you** being prosecuted in a court of criminal jurisdiction
- (b) civil action being taken against **you** under:
  - discrimination legislation
  - section 13 of the Data Protection Act 1998 or article 13 of the Data Protection (Jersey) Law 2005 or section 13 of the Data Protection (Bailiwick of Guernsey) Law 2001.

Any claim relating to **you** driving a motor vehicle.

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

#### What is covered

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

#### What is not covered

Please also refer to the policy exclusions on page 14.

## 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.

# 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 Defamation**

Any claim relating to written or verbal remarks that damage **your** reputation.

**6 A dispute with DAS**

A dispute with **us** not otherwise dealt with under policy condition 8.

**7 Judicial review**

**Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry or equivalent procedure under Jersey, Guernsey, Alderney or Sark law.

**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** written consent.
- (b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- (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.

## 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**

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. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

If **your** dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between **you** and **us** or may be paid by either **you** or **us**.

## 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.

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 and the Isle of Man as appropriate.

# DATA PROTECTION

To comply with data protection regulations **we** are committed to processing **your** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use **your** information.

**We** may collect personal details, including **your** name, address and, on occasion **your** medical records. This is for the purpose of managing **your** products and services, and this may include underwriting, claims handling and providing legal advice.

## WHO WE ARE

**DAS** is part of DAS UK Holdings Limited (DAS UK Group). The uses of **your** personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office.

## HOW WE WILL USE YOUR INFORMATION

**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, specialist agencies so they may contact **you** to ask for **your** feedback, or members of the DAS UK Group. If **your** policy includes legal advice **we** may have to send the information outside of the European Economic Area in order to give **you** legal advice on non-European Union law.

**We** will not disclose **your** personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** may use and share **your** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **our** website.

## GOT A QUESTION?

If **you** have any questions or comments about how **we** store, use or protect **your** information, or if **you** wish to request to see the information **we** hold about **you**, **you** can do this by calling **0344 893 9011**, by writing to the Data Protection Officer at **our** DAS Head Office address – please see page 7 or by visiting **[www.das.co.uk](http://www.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 House | Quay Side | Temple Back | Bristol | BS1 6NH**
- completing **our** online complaint form at **www.das.co.uk/about-das/complaints**

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

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

**You** can contact them by:

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

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

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

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

# 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 HELPLINE**  
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 HELPLINE**  
Call 0344 893 9012 for confidential counselling
- **IDENTITY THEFT HELPLINE**  
Call 0344 848 7071 for support against identity theft

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

Policy number

Period of insurance from

Stationery number

Period of insurance to