



Commercial Legal Protection

Thank you for purchasing this policy. You are now protected by Europe's leading legal expenses insurer.

This is your Policy Wording



FIRST FOR JUSTICE

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Contacts

Helplines

0330 100 7901

- Legal Advice
- Tax Advice
- Legal Services
- Redundancy Approval Service

Making a claim

0330 100 7901

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 **0330 100 7901** (other than for Crisis containment claims) and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether the claim is covered or not but **we** will pass the information **you** have given **us** to **our** claims handling teams and explain what to do next. If **you** need assistance with Crisis containment, and have taken out this cover under **your** policy, phone **us** on **0344 893 9314**.

Counselling service

0344 893 9012

Business legal healthcheck

Visit www.das.co.uk/bls to help make sure **you** have the right policies, procedures and documents in place to protect **your business**, its assets and reputation

Online document drafting and law guide

Visit www.dasbusinesslaw.co.uk for online legal information and document drafting. When registering please enter the following code to access a range of free documents: **DAS472301**

DAS employment manual

Visit www.das.co.uk to access the DAS Employment Manual for comprehensive up-to-date guidance on employment law.

For more information about the legal services and telephone helpline services please see page 22.

Welcome to DAS

Thank **you** for purchasing this **DAS** commercial legal protection policy. **Your business** is 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 and legal services helplines are provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**.

To make sure that **you** get the most from **your DAS** cover, please take time to read this policy wording 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 unlimited legal advice on any commercial legal issue
- **Insurance Claims** – **you** can report a claim 24/7
- **Legal Services** – **our** law firm DAS Law offers a range of legal services at discounted rates
- **Tax Advice** – dedicated tax advisers can provide advice on commercial tax issues
- **Redundancy Approval** – **our** legal advisers can offer advice if **you** are planning any redundancies

please phone **us** on **0330 100 7901**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to deal with **your** query.

Online document drafting and law guide

Using www.dasbusinesslaw.co.uk **you** can access the free online law guide and create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **you** using **our** smart document builders. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

Register using **your** policy number and the voucher code **DAS472301** to gain access to a range of free documents.

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

- Call **us** on **0330 100 7901** (for Crisis containment, if operative, call **0344 893 9314**). Available 24 hours a day
- Give **us** as much information as possible about **your** claim

We will assess the claim

- To check **your** claim is covered by **your** policy
- And, if so, send across the details of the claim to **our** lawyers

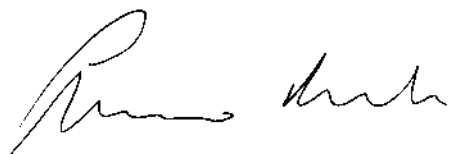
The lawyer will

- Assess **your** case and tell **you** if **you** are likely to win

If your claim is accepted, your lawyer will

- Manage the case from start to finish
- Monitor the progress of the claim and keep **you** informed until conclusion.

Please note this is an overview of the claims process for guidance purposes only. **Our** claims handlers can explain the entire process when **you** report a claim.



Andrew Burke
Chief Executive Officer, DAS Group

The meaning of words in this policy

appointed representative	The preferred law firm , law firm, tax consultancy , accountant or other suitably qualified person we appoint to act on the insured person's behalf.
business	As shown in the policy schedule.
costs and expenses	<p>(a) All reasonable, proportionate 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 the insured person has been ordered to pay them, or the insured person pays them with our agreement.</p>
countries covered	<p>(a) For insured incidents Legal defence (excluding 5 Statutory notice appeals), 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>(b) For all other insured incidents The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.</p>
DAS Standard Terms of Appointment	The terms and conditions (including the amount we will pay to an appointed representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). 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.
date of occurrence	<p>(a) For civil cases (other than as specified under (c) to (g) 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 date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date you or an insured person first became aware of it.)</p> <p>(b) For criminal cases, the date the insured person began, or is alleged to have begun, to break the law.</p> <p>(c) For insured incident Employment disputes and compensation awards 4 Investigation and disciplinary hearings representation, the date the insured person first became aware of the formal investigation or disciplinary hearing against them.</p> <p>(d) For insured incident Employment disputes and compensation awards 6 Employment restrictive covenants, the date you first became aware (or should reasonably have been aware), of the breach or prospective breach of covenant (whichever is first).</p> <p>(e) For insured incident Statutory licence appeal, the date you first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel your licence, mandatory registration or British Standard Certificate of Registration.</p> <p>(f) For insured incident Tax protection, the date HM Revenue & Customs, or the relevant authority, first notifies you of its intention to carry out an enquiry. For VAT or employer compliance disputes, the date the dispute arises during the period of insurance following the issue of an assessment, written decision or notice of a civil penalty.</p> <p>(g) For insured incident Legal defence 5 Statutory notice appeals, the date the insured person is issued with the relevant notice and has the right to appeal.</p> <p>(h) For insured incident Crisis containment, the date the negative publicity relating to the business first occurred.</p>
employer compliance dispute	A dispute with HM Revenue & Customs concerning your compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

insured person	<p>(a) You and the directors, partners, managers, employees and any other individuals declared to us by you.</p> <p>(b) A person contracted to work for you who is in other respects insured by you on the same basis as your employees, and performs work under your supervision and direction.</p>
period of insurance	The period for which we have agreed to cover the insured person .
PR crisis	Negative publicity in local, regional or national media (print, online, television or radio), or negative social media comment, which requires managing to protect your business' reputation.
preferred law firm or tax consultancy	A law firm, barristers' chambers or tax expert we choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the 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	<p>(a) For civil cases (other than insured incidents Employment disputes and compensation awards 1-5 and Legal defence) the prospects that the insured person will recover losses or damages or a reduction in tax or National Insurance liabilities (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 or tax consultancy on our behalf, will assess whether there are reasonable prospects.</p> <p>(b) For criminal cases there is no requirement for there to be prospects of a successful outcome.</p> <p>(c) For all civil and criminal appeals the prospects of a successful outcome must be at least 51%.</p>
tax enquiry	<p>A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:</p> <p>(i) includes a request to examine any aspect of your (and at your request, your directors and partners) books and records; or</p> <p>(ii) advises of a check of your (and at your request, your directors and partners) whole tax return.</p>
VAT dispute	A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to your VAT affairs.
we, us, our, DAS	DAS Legal Expenses Insurance Company Limited.
you, your	The business that has taken out this policy (shown as the policyholder in the policy schedule).

Our agreement

This policy, the policy schedule and any endorsement shall be considered as one document.

We agree to provide the insurance described in this policy for **you** (or where specified, the **insured person**) in respect of any insured incident arising in connection with the **business** shown in the schedule, 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 (other than for insured incidents **Employment disputes and compensation awards 1-5, Legal defence and Crisis containment**). Please note, **reasonable prospects** will apply to insured incident **Employment disputes and compensation awards 6 Employment restrictive covenants**
- 2 the **date of occurrence** of the insured incident is during the **period of insurance**
- 3 any legal proceedings will be dealt with in the **countries covered** by:
 - a court; or
 - employment tribunal or employment appeal tribunal; or
 - an arbitration proceeding where parties to a dispute appoint an arbitrator to determine the evidence and issue a decision which is recognised by and enforceable through a court; or
 - the Equality and Human Rights Commission, Equality Commission for Northern Ireland; or
 - any other body which replaces any of the above or which **we** agree to, 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, and any compensation awards that **we** have agreed to, provided that:

- 1 the most **we** will pay for **costs and expenses**, including compensation awards, in respect of all claims resulting from one or more event arising at the same time, or from the same originating cause, is shown as the limit of indemnity in the policy schedule
- 2 the most **we** will pay for the total of all compensation awards claims in any one **period of insurance** shall not exceed the aggregate compensation limit shown in the policy schedule
- 3 the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm** or **tax consultancy**. 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
- 4 in respect of an appeal or the defence of an appeal, **you** must tell **us** as soon as possible and within the statutory time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- 5 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
- 6 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
- 7 in respect of insured incident **Legal defence 6 Jury service and court attendance** the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is attending court or tribunal, less any amount **you**, the court or tribunal pays, and
- 8 in respect of insured incident **Crisis containment** the maximum **we** will pay in respect of all claims resulting from one or more event arising at the same time, or from the same originating cause, is £10,000.

What we will not pay

- 1 In the event of a claim, if **you** decide not to use the services of a **preferred law firm** or **tax consultancy**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.
- 2 If **you** are registered for VAT **we** will not pay the VAT element of any **costs and expenses**.

Your cover – insured incidents

You are covered for:

Please also refer to our agreement on page 7

Employment disputes and compensation awards

1 Employment disputes

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

- (1) following
 - (a) a demand for compensation, re-engagement or reinstatement by a:
 - prospective employee,
 - ex-employee,
 - employee or
 - alleged employee.
 - (b) contact by ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure.
- (2) in proceedings in respect of a dispute with a
 - prospective employee,
 - ex-employee,
 - employee or
 - alleged employee,
 - (a) which relates to a contract or alleged contract of employment with **you**, or
 - (b) arises from **your** alleged breach of their statutory rights under legislation.

► For advice and to make a claim call **0330 100 7901**

2 Employee civil legal defence

Costs and expenses to defend the **insured person's** (other than the **business'**) legal rights if:

- (a) an event arising from their work leads to civil action being taken against them under legislation for unlawful discrimination; or
- (b) civil action (other than arbitration proceedings) is being taken against them as trustee of a pension fund set up for the benefits of **your** employees.

*Please note that **we** will only provide cover for an **insured person** (other than **you**) at **your** request.*

► For advice and to make a claim call **0330 100 7901**

But not covered for:

Please also refer to the general exclusions on page 17

A claim relating to the following:

- 1 unless equivalent legal expenses insurance was in force immediately before:
 - (a) any dispute where the originating cause of action arises within the first 90 days of the start of this policy
 - (b) any redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this policy
- 2 employee internal disciplinary or grievance procedures
- 3 damages for personal injury.

You are covered for:

Please also refer to our agreement on page 7

But not covered for:

Please also refer to the general exclusions on page 17

Employment disputes and compensation awards (continued)

3 Compensation awards

In respect of a claim **we** have accepted under insured incident **1 Employment disputes we** will pay:

- (1) any basic and compensatory award; and/or
- (2) an order for compensation or damages following:
 - (a) a breach of **your** statutory duties under employment legislation; or
 - (b) a breach of legislation for unlawful discrimination by an **insured person** (other than the **business**).

Provided that:

*any sum of money in settlement of a dispute is awarded by a court or tribunal under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by **us**.*

*Please note that the total amount payable by **us** for all compensation awards and any sums of money in settlement of a dispute, in aggregate and in any one **period of insurance**, is shown in **your** schedule.*

A claim relating to the following:

- 1** non-payment of money due under a contract
- 2** a settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

► For advice and to make a claim call **0330 100 7901**

4 Investigation and disciplinary hearings representation

Costs and expenses to represent the **insured person's** legal rights throughout a formal investigation or disciplinary hearing conducted by any business association, professional or regulatory body.

*Please note that **we** will only provide cover for an **insured person** (other than the **business**) at **your** request.*

► For advice and to make a claim call **0330 100 7901**

5 Recovery of business property

Costs and expenses to recover possession of premises or any other physical property owned by **you**, or for which **you** are responsible, from **your** employee or ex-employee.

Provided that:

the amount in dispute exceeds £200 (incl VAT).

A claim relating to the following:

- 1** defending **your** legal rights, other than the defence of a counter-claim that is an insured incident under this policy.

► For advice and to make a claim call **0330 100 7901**

You are covered for:

Please also refer to our agreement on page 7

Employment disputes and compensation awards (continued)

6 Employment restrictive covenants

Costs and expenses to pursue a civil action against an employee or ex-employee where they are in breach, or are about to be in breach, of a covenant which restricts them:

- (a) from providing services to or soliciting **your** customers; or
- (b) enticing other employees to leave **your** employment.

Provided that:

- (a) *the restrictive covenant(s) is expressly incorporated within the employee's or ex-employee's contract of employment with **you***
- (b) *the employee or ex-employee has signed their contract of employment*
- (c) *the restrictive covenant does not exceed 12 months*
- (d) ***you** have not breached the employee's or ex-employee's contract of employment.*

But not covered for:

Please also refer to the general exclusions on page 17

A claim relating to the following:

- 1** any dispute where the **date of occurrence** arises within the first 90 days of the start of this policy, unless equivalent legal expenses insurance was in force immediately before
- 2** any claim relating to a restrictive covenant applying to an employee or ex-employee transferred to the **business** under the Transfer of Undertakings Regulations (TUPE)
- 3** defending **your** legal rights, other than the defence of a counter-claim that is an insured incident under this policy.

► For advice and to make a claim call **0330 100 7901**

Legal defence

Costs and expenses to defend the **insured person's** legal rights:

*(provided that for each of the following sections of **Legal defence** cover 1-6 you request us to provide cover for the **insured person**.)*

1 Criminal pre-proceedings cover

When dealing with the Police, or other body with criminal investigatory powers, where it is alleged that the **insured person** has or may have committed a criminal offence.

Provided that:

*for claims relating to the Health and Safety at Work etc Act 1974 the **countries covered** shall be any place where the Act applies.*

*Please note **we** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business** shown in the schedule. Please see **Our agreement**, page 7.*

A claim relating to the following:

- 1** any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs
- 2** a parking offence.

► For advice and to make a claim call **0330 100 7901**

You are covered for:
Please also refer to our agreement on page 7

But not covered for:
Please also refer to the general exclusions on page 17

Legal defence (continued)

2 Criminal prosecution defence (including motor prosecution defence)

Following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction.

Provided that:

*for claims relating to the Health and Safety at Work etc Act 1974 the **countries covered** shall be any place where the Act applies.*

*Please note **we** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business** shown in the schedule. Please see **Our agreement**, page 7.*

A claim relating to the following:

- 1 a parking offence.

► For advice and to make a claim call **0330 100 7901**

3 Data protection and information commissioner registration

- (a) If civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **We** will also pay any compensation award in respect of a claim **we** have accepted under this section provided **you** were registered with the Information Commissioner at the time of the insured incident.
- (b) In an appeal against the refusal of the Information Commissioner to register **your** application for registration.

*Please note **we** will not cover the cost of fines imposed by the Information Commissioner. Please see **General exclusions 3**, page 17.*

► For advice and to make a claim call **0330 100 7901**

4 Wrongful arrest

If civil action is taken against **you** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.

► For advice and to make a claim call **0330 100 7901**

You are covered for:

Please also refer to our agreement on page 7

But not covered for:

Please also refer to the general exclusions on page 17

Legal defence (continued)

5 Statutory notice appeals

In an appeal following the imposition or terms of any Statutory Notice issued under legislation affecting **your business**.

A claim relating to the following:

- 1** an appeal against the imposition or terms of any Statutory Notice issued in connection with **your** licence, mandatory registration or British Standard Certificate of Registration
- 2** a Statutory Notice issued by an **insured person's** regulatory or governing body
- 3** any appeal which does not follow (or is not eligible to follow) the appeals process set out in the statute under which the relevant notice has been issued.

► For advice and to make a claim call **0330 100 7901**

6 Jury service and court attendance

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

- (a)** to perform jury service
- (b)** to attend any court or tribunal at the request of the **appointed representative**.

The maximum **we** will pay is the **insured person's** net salary or wages for the time that they are absent from work less any amount **you**, the court or tribunal, have paid them.

We will reimburse **you** for net salary or wages that **you** have paid the **insured person** for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

► For advice and to make a claim call **0330 100 7901**

You are covered for:

Please also refer to our agreement on page 7

Statutory licence appeal

Costs and expenses for:

An appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel **your** licence, mandatory registration or British Standard Certificate of Registration.

► For advice and to make a claim call **0330 100 7901**

Contract disputes

Costs and expenses for:

A contractual dispute with a party **you** have a direct contractual relationship with arising from an agreement or an alleged agreement which has been entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

(a) the amount in dispute exceeds £200 (incl VAT)

(b) If the dispute relates to money owed, **you** have exhausted all **your** credit control procedures before reporting the claim.

► For advice and to make a claim call **0330 100 7901**

But not covered for:

Please also refer to the general exclusions on page 17

A claim relating to the following:

- 1 the original application or renewal application of a statutory licence, mandatory registration or British Standard Certificate of Registration
- 2 the ownership, driving or use of a motor vehicle.

A claim relating to the following:

- 1 a dispute arising from an agreement entered into prior to the start of this policy if the **date of occurrence** is within the first 90 days of the start of this policy, unless equivalent legal expenses insurance was in force immediately before
- 2
 - (a) a dispute relating to an insurance policy, other than when **your** insurer refuses **your** claim
 - (b) a lease, licence, or tenancy of land or buildings, or the sale or purchase of land or buildings
 - (c) a loan, mortgage, pension, guarantee or any other financial product and disputes with a professional adviser in connection with these matters
- 3 a dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **you**. (Please refer to insured incident **Employment disputes and compensation awards**.)
- 4 a dispute which arises out of the sale or provision of computer hardware, software, systems or services
- 5 the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

You are covered for:

Please also refer to our agreement on page 7

Debt recovery

Costs and expenses for:

A dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- (a) the debt exceeds £200 (incl VAT)
- (b) you have exhausted all your credit control procedures before you report the claim.
- (c) we have the right to select the method of enforcement, or to forego enforcing judgment if we are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

► For advice and to make a claim call 0330 100 7901

Property protection

Costs and expenses for:

1 Property damage

A civil dispute relating to physical property which is owned by you, or is your responsibility, following any event which causes physical damage to such property.

Please note you must have, or there must be reasonable prospects of establishing you have, the legal ownership or right to the physical property that is the subject of the dispute.

► For advice and to make a claim call 0330 100 7901

But not covered for:

Please also refer to the general exclusions on page 17

A claim relating to the following:

- 1 any debt arising from an agreement entered into prior to the start of this policy if the debt is due within the first 90 days of the start of this policy, unless equivalent legal expenses insurance was in force immediately before
- 2 (a) a dispute relating to an insurance policy, other than when your insurer refuses your claim
(b) a lease, licence, or tenancy of land or buildings, or the sale or purchase of land or buildings
(c) a loan, mortgage, pension, guarantee or any other financial product and disputes with a professional adviser in connection with these matters
- 3 a dispute which arises out of the sale or provision of computer hardware, software, systems or services
- 4 the recovery of money and interest due from another party where the other party indicates that a defence exists
- 5 any dispute which arises from debts you have purchased from a third party.

A claim relating to the following:

- 1 a contract you have entered into (please refer to insured incident **Contract disputes**)
- 2 physical property which is in transit or which is lent or hired out
- 3 a motor vehicle owned or used by, or hired or leased to an **insured person** (other than damage to motor vehicles where you are in the **business** of selling motor vehicles)
- 4 a dispute with any party other than the party who caused the physical damage
- 5 defending your legal rights, other than the defence of a counter-claim that is an insured incident under this policy.

You are covered for:

Please also refer to our agreement on page 7

But not covered for:

Please also refer to the general exclusions on page 17

Property protection (continued)

2 Nuisance or trespass

A civil dispute relating to physical property which is:

- (a) owned by **you**, or is **your** responsibility, following a legal nuisance or a trespass.

*Please note **you** must have, or there must be reasonable prospects of establishing **you** have, the legal ownership or right to the physical property that is the subject of the dispute.*

- (b) owned by, or the responsibility of, another party, and to which **you** are alleged to have committed legal nuisance or trespass.

A claim relating to the following:

- 1 a contract **you** have entered into (please refer to insured incident **Contract disputes**)
- 2 physical property which is in transit or which is lent or hired out
- 3 a motor vehicle owned or used by, or hired or leased to an **insured person** (other than damage to motor vehicles where **you** are in the **business** of selling motor vehicles)
- 4 a dispute with any party other than the party who caused or suffered the legal nuisance or trespass.

► For advice and to make a claim call **0330 100 7901**

3 Tenancy disputes

A civil dispute between **you** and **your** landlord relating to premises leased or rented by **you**.

A claim relating to the following:

- 1 the negotiation, review or renewal of the lease or tenancy agreement
- 2 a dispute arising from rent or service charges.

► For advice and to make a claim call **0330 100 7901**

Personal injury

At **your** request, **we** will pay **costs and expenses** for an **insured person's** and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

A claim relating to the following:

- 1 any illness or bodily injury that happens gradually
- 2 psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
- 3 defending an **insured person's** or their family members' legal rights other than in defending a counter-claim
- 4 clinical negligence or the failure or alleged failure to correctly diagnose an **insured person's** or their family members' condition.

► For advice and to make a claim call **0330 100 7901**

You are covered for:

Please also refer to our agreement on page 7

Tax protection

Costs and expenses for:

- 1 A tax enquiry
- 2 An employer compliance dispute
- 3 A VAT dispute

Provided that:

you have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

*Please note we will only cover tax claims which arise in direct connection with the activities of the business shown in the schedule. Please see **Our agreement**, page 7.*

► For advice and to make a claim call **0330 100 7901**

Crisis containment

Costs and expenses in the event of a PR Crisis:

- (1) We will provide advice and guidance over the phone about **your PR Crisis**. Please call us on **0344 893 9314** (open 24 hours a day, seven days a week).
- (2) Following a call to us, if you and we agree that additional help is required to manage **your PR Crisis**, we will provide appropriate assistance which may include specialist legal and public relations support.

Provided that:

(a) we will not pay more than £10,000 for any claim in respect of a PR crisis

(b) you have sought and followed advice from us.

► For advice and to make a claim call **0344 893 9314**

But not covered for:

Please also refer to the general exclusions on page 17

A claim relating to the following:

- 1 a tax avoidance scheme
- 2 any failure to register for Value Added Tax or Pay As You Earn
- 3 any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office
- 4 any claim relating to import or excise duties and import VAT
- 5 any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

A claim relating to the following:

- 1 any claim that could reasonably be dealt with through **your** customer service or standard complaints procedures
- 2 any **PR Crisis** related to or arising from an event affecting the whole profession or industry.

General exclusions

We will not pay for the following:

- 1 Late reported claims** Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the insured incident.
- 2 Costs we have not agreed** **Costs and expenses** incurred without **our** expressed acceptance.
- 3 Court awards and fines** Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents **Employment disputes and compensation awards 3 Compensation awards** and **Legal defence**.
- 4 Legal action we have not agreed** Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to, or where the **insured person** does anything that hinders **us** or the **appointed representative**.
- 5 Intellectual property rights** Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 6 Wilful acts** Any wilful act or omission of an **insured person** deliberately intended to cause a claim under this policy.
- 7 Franchise or agency agreements** Any claim relating to rights under a franchise or agency agreement entered into by **you**.
- 8 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.
- 9 Shareholding or partnership disputes** Any claim relating to a shareholding or partnership share in the **business** shown in the policy schedule.
- 10 Judicial review** **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- 11 Nuclear, war and terrorism risks** Any 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 by the Terrorism Act 2000;
 - (d)** pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 12 Bankruptcy** Any claim where either at the start of, or during the course of a claim, **you**:
 - (a)** are declared bankrupt
 - (b)** have filed a bankruptcy petition
 - (c)** have filed a winding-up petition
 - (d)** have made an arrangement with **your** creditors
 - (e)** have entered into a deed of arrangement
 - (f)** are in liquidation
 - (g)** part or all of **your** affairs or property are in the care or control of a receiver or administrator.
- 13 Defamation** Any claim relating to written or verbal remarks that damage the **insured person's** reputation.
- 14 Litigant in person** Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

Policy conditions

- 1 Your representation**

 - (a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm** or **tax consultancy** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
 - (b) If the appointed **preferred law firm** or **tax consultancy** 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, if **you** prefer, choose a law firm or tax expert of **your** own choice to act as the **appointed representative**. **We** will choose the **appointed representative** to represent **you** in any proceedings where **we** are liable to pay a compensation award.
 - (c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm** or **tax consultancy**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or **tax consultancy**. 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**

An **insured person** must:

 - (a) co-operate fully with **us** and the **appointed representative**;
 - (b) give the **appointed representative** any instructions that **we** ask **you** to.
- 3 Offers to settle a claim**

 - (a) An **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** expressed consent.
 - (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** will not pay further **costs and expenses**.
 - (c) **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **insured person** must allow **us** to take over and pursue or settle a claim in their name. An **insured person** must allow **us** to pursue at **our** own expense and for their benefit, any claim for compensation against any other person and an **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** 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 an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.
- 6 Withdrawing cover**

 - (a) If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim 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** and compensation awards **we** have agreed to, up to the date cover was withdrawn.
- 7 Expert opinion**

If there is a disagreement between **you** and **us** 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 Condition 8.

- 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)
- 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** 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 Information declaration** **You** shall declare information as requested by **us** at the end of each **period of insurance**. **You** shall pay any additional premium, or receive a refund of premium as the case may be.
- 11 Cancelling the policy** **You** can cancel this policy by telling **us** at any time 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.
- 12 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 the **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.
- 13 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.
- 14 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.
- 15 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 **your business** is registered. 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 comply with data protection regulations **we** are committed to processing the **insured person's** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

We may collect personal details, including the **insured person's** name, address and, on occasion their medical records. This is for the purpose of managing the **insured person's** 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 the **insured person's** 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 the **insured person's** 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 the **insured person** to ask for their feedback or members of the DAS UK Group. If the **insured person's** policy includes legal advice **we** may have to send the information outside of the European Economic Area in order to give legal advice on non-European Union law.

We will not disclose the **insured person's** 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 the **insured person's** 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 the **insured person** has any questions or comments about how **we** store, use or protect their information, or if the **insured person** wishes to request to see the information held about them, they can do this by calling **0330 100 7901**, by writing to the Data Protection Officer at **our DAS** Head Office address – please see page 21 or by visiting 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**

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, provided **you** are an eligible small business, charity or trust, 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.

About DAS

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 services and telephone helplines

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 the 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** the policy number and the name of the insurance provider who sold **you** the policy.

Legal advice

Call 0330 100 7901

Advice can be provided on any commercial legal problem affecting **your business** under the laws of any European Union country, the Isle of Man, the 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 received outside of these times, **we** will arrange to call **you** back.

Tax advice

Call 0330 100 7901

Advice can be provided on any tax matters affecting the **business**, under UK law. 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.

Counselling service

Call 0344 893 9012

We will provide **your** employees (and any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over. This includes, where appropriate, onward 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.

Employment manual

Visit www.das.co.uk

The DAS Employment Manual offers comprehensive, up to date guidance on employment law. To view it, please visit www.das.co.uk and select Employment Manual.

If **you'd** like notifications of when updates are made to the Employment Manual, please email **us** at employmentmanual@das.co.uk quoting **your** policy number.

Redundancy approval service

Call 0330 100 7901 or visit www.das.co.uk/bls

If **your** business is planning any redundancies **our** legal advisers are available to offer specific guidance before **you** start any process or procedure with **your** employees. This service is provided 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, **we** will arrange to call **you** back.

DASbusinesslaw

Visit www.dasbusinesslaw.co.uk

Visit www.dasbusinesslaw.co.uk to access the free online law guide and download legal documents to help **your business**.

Developed by solicitors and tailored by **you** using **our** smart document builders **you** can create ready-to-sign contracts, agreements and letters in minutes. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

Register using **your** policy number and the voucher code **DAS472301** to gain access to a range of free documents.

Business legal healthcheck

Visit www.das.co.uk/bls

Visit www.das.co.uk/bls to complete **your** Legal Healthcheck. This service can help make sure **you** have all the right policies, procedures and documents in place to protect **your** business, its assets and reputation.

Please note, whilst the healthcheck is provided free of charge the costs of any recommended legal services following the review may not be covered by the policy.

Legal services

Call **0330 100 7901** or visit www.das.co.uk/bls

Access a range of legal services at discounted rates. For a full list of the services available please visit www.das.co.uk/bls

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

Please note, legal services are only available if **your business** is located within England and Wales and **you** will be responsible for paying the costs of any service used.

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

