



# DASDrive legal protection

This is your policy wording



**Act quickly after an accident  
and call us now on  
0800 783 6066**

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

## Important information

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

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

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

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

## Helpline service

### Legal advice service

Call 0844 893 9027

We will provide an **insured person** with confidential legal advice over the phone on any motoring issue, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

***Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am - 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, we will call you back.***

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

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

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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 or other suitably qualified person <b>we</b> will appoint to act on an <b>insured person's</b> behalf.
<b>costs and expenses</b>	(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> . (b) The costs incurred by opponents in civil cases if an <b>insured person</b> has been ordered to pay them, or pays them with <b>our</b> agreement.
<b>countries covered</b>	The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
<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 claim, which could include a conditional fee agreement (no-win, no-fee).
<b>insured person</b>	<b>You</b> , and any passenger or driver who is in or on the <b>insured vehicle</b> with <b>your</b> permission. Anyone claiming under this policy must have <b>your</b> agreement to claim.
<b>insured vehicle</b>	The motor vehicle(s) covered by the motor insurance policy to which this policy attaches. It also includes any caravan or trailer attached to the vehicle(s).
<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 an <b>insured person's</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>	The prospects that an <b>insured person</b> will recover losses or damages, 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>uninsured losses</b>	Losses which an <b>insured person</b> has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance to which this policy attaches.
<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).

# Welcome to DAS

Thank **you** for purchasing this DASDrive legal protection policy. **You** are now protected by Europe's leading legal expenses insurer. If **you** are involved in a motor accident or need legal advice, **we** are here to help **you** 24 hours a day, 365 days a year. To make sure **you** get the most from **your DAS** cover, please take time to read this policy which explains the contract between **you** and **us**.

## How we can help

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

If the accident was entirely the other person's fault, **we** can arrange to supply **you** with a comparable replacement vehicle via a hire agreement, and **we** will recover the vehicle rental charges from the person who was at fault. **We** will do so only if **you** meet the hire company's conditions of hire and **you** sign an agreement. For us to provide a replacement hire vehicle the driver at fault must be identified or traced. This service is available on the mainland of England, Wales and Scotland only.

Where the driver at fault is uninsured or cannot be traced, **we** will assist **you** in making a claim to the Motor Insurers' Bureau, except in respect of claims for property damage of less than £300 where the driver at fault cannot be traced.

## When you need to make a claim

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

## If you need any other help from us

If **you** wish to speak to **our** legal teams about a legal problem related to motoring, please phone **us** on **0844 893 9027**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to give **you** legal advice.

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



Paul Asplin  
**Chief Executive Officer, DAS Group**

## Our 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 and regulated by the Financial Services Authority.

## Legal protection: our agreement

**We** agree to provide the insurance described in this policy, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

1. **reasonable prospects** exist for the duration of the claim
2. the insured incident happens during the **period of insurance**
3. any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and
4. the insured incident happens within the **countries covered**.

### What we will pay

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

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

### Provided that:

- (i) the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000
- (ii) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**
- (iii) in respect of an appeal or the defence of an appeal, the **insured person** must tell **us** within the time limits allowed that they want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- (iv) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

### What we will not pay

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

## Policy exclusions

**We** will not pay for the following:

1. **Late reported claims**  
A claim where the **insured person** has failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.
2. **Costs we have not agreed**  
**Costs and expenses** incurred before **our** acceptance of a claim.
3. **Court awards and fines**  
Fines, penalties, compensation or damages that a court or other authority orders an **insured person** to pay.
4. **Legal action we have not agreed**  
Any legal action an **insured person** takes that **we** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **appointed representative**.
5. **Contractual disputes**  
Any claim relating to a contract involving the **insured vehicle**.
6. **Uninsured drivers**  
The **insured vehicle** being used by anyone, with **your** permission, who does not have valid motor insurance.
7. **A dispute with DAS**  
A dispute with **us** not otherwise dealt with under policy condition 8.
8. **Judicial review**  
**Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
9. **Nuclear, war and terrorism risks**  
A claim caused by, contributed to by or arising from:
  - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
  - (c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000
  - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
10. **Litigant in person**  
Any claim where an **insured person** is not represented by a law firm or barrister.

## Policy conditions

### 1. An insured person's legal representation

- (a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** or in-house lawyer as an **insured person's appointed representative** to deal with their claim. They will try to settle the **insured person's** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm** or **our** in-house lawyer cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.
- (c) If the **insured person** chooses a law firm as their **appointed representative** who is not a **preferred law firm**, **we** will give the **insured person's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**.
- (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

### 2. An insured person's responsibilities

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

### 3. Offers to settle a claim

- (a) An **insured person** must tell **us** if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without **our** written consent.
- (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further legal costs.
- (c) **We** may decide to pay the **insured person** the reasonable value of their claim, instead of starting or continuing legal action. In these circumstances the **insured person** must allow **us** to take over and pursue or settle any claim in their name. The **insured person** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and the **insured person** must give **us** all the information and help **we** need to do so.
- (d) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.

### 4. Assessing and recovering costs

- (a) An **insured person** must instruct the **appointed representative** to have legal costs taxed, assessed or audited if **we** ask for this.
- (b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any amounts that are recovered.

### 5. Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for an **insured person** with good reason, or if the **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

### 6. Withdrawing cover

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

### 7. Expert opinion

**We** may require the **insured person** to get, at their own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that an **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

### 8. Arbitration

If there is a disagreement between an **insured person** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the **insured person** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

## 9. Keeping to the policy terms

An **insured person** must:

- (a) keep to the terms and conditions of this policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **we** ask for, in writing, and
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

## 10. Cancelling the policy

**You** can cancel this policy by telling **us** within 14 days of taking it out or at any time afterwards as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

## 11. Fraudulent claims

**We** will, at **our** discretion, void the policy (make it invalid) from its start date or from the date of claim, or alleged claim, or **we** will not pay the claim if:

- (a) a claim an **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

## 12. Claims under this policy by a third party

Apart from **us**, the **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

## 13. Other insurances

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

## 14. Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

## Data protection

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

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

In doing this, **we** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **we** will not disclose **your** personal data to any other person or organisation without **your** written consent.

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

## How to make a complaint

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

Or **you** can phone **us** on **0844 893 9013** or email **us** at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk). Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at: South Quay Plaza, 183 Marsh Wall, London E14 9SR. **You** can also contact them on: **0800 023 4567** (free from a landline) or **0300 123 9 123** (free from some mobile phones). Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

## Our address

DAS Legal Expenses Insurance Company Limited,  
DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Registered in England and Wales, number 103274.





**Policy number:** DD4 NUMBERING

**Period of insurance:** From To

*Please have these details available when contacting us.*