

DASDRIVE

ACCIDENT ASSISTANCE & LEGAL PROTECTION

THIS IS YOUR POLICY WORDING

Act quickly after an accident and call us now on

0344 800 3693



FIRST FOR JUSTICE

IMPORTANT INFORMATION

This is **your** DASDrive accident assistance & 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.

Accident assistance provides recovery and repair services. **We** can recover **your** vehicle if it is immobilised or unsafe to drive after an accident. If **your** vehicle is comprehensively insured, or if the accident was not **your** fault, **we** can arrange and manage repairs to **your** vehicle. In these circumstances, **we** can also arrange to supply **you** with a replacement vehicle via a hire agreement, or a courtesy vehicle.

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 SERVICES

An **insured person** can contact **our** UK-based call centres 24 hours a day, seven days a week. However, **we** may need to arrange to call the **insured person** back depending on their enquiry. To help **us** check and improve **our** service standards, **we** record all inbound and outbound calls, except those to the counselling service.

LEGAL ADVICE SERVICE

Call 0344 893 9027

We will provide an **insured person** with confidential legal advice over the phone on any personal legal 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, a message will be taken and a return call arranged within the operating hours.

TAX ADVICE SERVICE

Call 0344 893 9027

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 & MEDICAL INFORMATION SERVICE

Call 0344 893 9027

We will give an **insured person** information over the phone on general health issues and advice on a wide variety of medical matters. **We** can provide information on what health services are available in an **insured person's** area, including local NHS dentists.

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.

COUNSELLING SERVICE

Call 0344 893 9012

We will provide an **insured person** with a confidential counselling service over the phone. This includes, where appropriate, referral to relevant voluntary or professional services. The **insured person** will pay any costs for using the services to which **we** refer them.

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.

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WELCOME TO DAS

Thank **you** for purchasing this DASDrive accident assistance & 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**.

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. The handling of **your** claim, via the motor claims centre is provided by DAS Law Limited on behalf of DAS.

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.

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

We can also provide a range of recovery services for **your** vehicle after an accident. In certain circumstances **we** can arrange for **your** vehicle to be repaired after recovery.

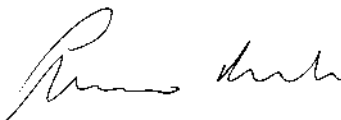
WHEN YOU NEED TO MAKE A CLAIM

Phone **us** on **0344 800 3693** 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 7215**.

IF YOU NEED ANY OTHER HELP FROM US

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

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



Andrew Burke
Chief Executive Officer, DAS Group

HOW TO MAKE A COMPLAINT

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

Or you can phone us on **0344 893 9013** or email us at **customerrelations@das.co.uk**
Details of our internal complaint-handling procedures are available on request.

Our Head and Registered Office is:

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

If you are still not satisfied, you can contact the Insurance Division of the Financial Ombudsman Service at: **Exchange Tower | London | E14 9SR**

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

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

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

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.

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

DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

THE MEANING OF WORDS IN THIS POLICY

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

Appointed representative	The preferred law firm , law firm or other suitably qualified person we will appoint to act on an insured person's behalf.
Costs and expenses	<p>(a) All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS Standard Terms of Appointment.</p> <p>(b) The costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with our agreement.</p>
Countries covered	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.
DAS Standard Terms of Appointment	The terms and conditions (including the amount we will pay to an appointed representative) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee).
Insured person	You , and any passenger or driver who is in or on the insured vehicle with your permission. Anyone claiming under this policy must have your agreement to claim.
Insured vehicle	The motor vehicle(s) covered by the motor insurance policy to which this policy attaches. It also includes any caravan or trailer attached to the vehicle(s).
Period of insurance	The period for which we have agreed to cover you .
Preferred law firm	A law firm or barristers' chambers we choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with an insured person's claim and must comply with our agreed service standard levels, which we audit regularly. They are appointed according to the DAS Standard Terms of Appointment .

Reasonable prospects	The prospects that an insured person will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. We , or a preferred law firm on our behalf, will assess whether there are reasonable prospects .
Uninsured losses	Losses which an insured person has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance to which this policy attaches.
We, us, our	DAS Legal Expenses Insurance Company Limited.
You, your	The person who has taken out this policy (the policyholder).

ACCIDENT ASSISTANCE

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.

We can provide the following assistance services on the mainland of England, Wales and Scotland only.

1 Vehicle recovery

We can provide a range of recovery services for the **insured vehicle** if it is immobilised or unsafe to drive following an accident.

We will provide a free recovery service if the **insured vehicle** needs to be repaired and is insured comprehensively.

In other circumstances **we** can recover the **insured vehicle** at **your** request, although **you** will have to pay the recovery costs. However, if the accident was not the **insured person's** fault, **we** can usually recover these costs as part of **your** claim for **uninsured losses**.

2 Vehicle repair

We can arrange and manage repairs to the **insured vehicle** if it is insured comprehensively, or if the accident was not the **insured person's** fault.

3 Vehicle hire

If an **insured person** is involved in an accident that was entirely the other person's fault, **we** can arrange to supply **you** with a comparable replacement vehicle, via a hire agreement. **We** will do so only if **you** meet the hire company's conditions of hire and **you** sign an agreement. **We** will recover the vehicle rental charges from the person who was at fault.

Although **we** will take into account **your** preferences, the type of hire vehicle **you** are supplied with will be subject to availability at the time of hire.

We are unable to provide a replacement hire vehicle if the driver at fault cannot be identified or traced.

Where a hire vehicle is not provided, and **we** are managing the repairs to the comprehensively **insured vehicle**, **we** can provide **you** with a courtesy vehicle regardless of who was at fault for the accident.

4 Payment of your motor insurance policy excess

If **we** arrange to supply **you** with a replacement vehicle via a hire agreement and manage any repairs to the **insured vehicle** after the accident, **we** will pay **your** comprehensive motor insurance policy excess. **You** may be required to sign an agreement and must agree to DAS pursuing the value of the excess as part of **your** claim for **uninsured losses**. **We** can usually recover the amount of the excess from the person responsible for the accident. However, if **we** cannot do so, **we** will ask **you** to reimburse **us** the amount of any excess that **we** have paid on **your** behalf.

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:

- (a) recover **uninsured losses** after an event which causes
 - (i) damage to the **insured vehicle** or to any property belonging to an **insured person** in or on the vehicle; and/or
 - (ii) death or bodily injury to an **insured person** whilst travelling in or on the **insured vehicle**
- (b) defend an **insured person's** legal rights if they are prosecuted for a motoring offence in connection with the use or ownership of the **insured vehicle**, which the **insured person** has notified **us** of within 10 days of receiving a written Notice of Intended Prosecution, or as soon as reasonably possible if the **insured person** is notified of a prosecution any other way.

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**. 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.*
- (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 and for **What we will pay (b)** above, **we** must have defended the original motoring prosecution*
- (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

- 1 In the event of a claim, if an **insured person** decides not to use the services of a **preferred law firm**, they will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.
- 2 In respect of **What we will pay (b)** above, **we** will not cover parking or obstruction offences, insurance offences or challenging a fixed penalty notice.

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, barrister or tax expert.

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 **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 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.

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

12 Claims under this policy by a third party

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

13 Other insurances

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

14 Law that applies

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

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

DATA PROTECTION

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

To do so, **we** may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries 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.

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

Registered in England and Wales | number 103274

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TS0/5342171

Policy number

Stationery number

Period of insurance from

Period of insurance to

Please have these details available when contacting us.