



Small Business Legal Expenses Insurance

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

This is your Policy Wording



FIRST FOR JUSTICE

Contents

3	Contacts	17	Property protection
4	Welcome to DAS	17	1 Property damage
4	How your policy can help	17	2 Nuisance or trespass
4	Online law guide and document drafting	18	3 Tenancy disputes
4	Reporting a claim	18	Personal injury
5	The meaning of words in this policy	18	Tax protection
7	Our agreement	19	General exclusions
7	What we will pay	21	Policy conditions
8	What we will not pay	24	Data protection
9	Your cover – insured incidents	24	Who we are
9	Employment disputes and compensation awards (if shown as operative in your policy schedule)	24	How we will use your information
9	1 Employment disputes	24	What is our legal basis for processing your information?
10	2 Compensation awards	25	How long will your information be held for?
11	3 Employee civil legal defence	25	What are your rights?
11	4 Service occupancy	25	How to make a complaint
11	5 Employment restrictive covenants	26	How to make a complaint
12	Legal defence	26	About DAS
12	1 Criminal pre-proceedings cover	27	Helplines, Employment Manual and DASbusinesslaw
12	2 Criminal prosecution defence		
13	3 Data protection		
13	4 Wrongful arrest		
14	5 Statutory notice appeals		
14	6 Jury service and court attendance		
14	Statutory licence appeal		
15	Contract disputes		
16	Debt recovery		

Contacts

Helplines

0117 934 0107

- Legal Advice
- Tax Advice

Making a claim

0117 934 0107

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 **0117 934 0107** 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.

Counselling service

0344 893 9012

Online law guide and document drafting

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.dasinsurance.co.uk/employment-manual to access the DAS Employment Manual for comprehensive up-to-date guidance on employment law.

For more information about the helplines, Employment Manual and DASbusinesslaw please see page 27.

Welcome to DAS

Thank **you** for purchasing this **DAS** Small Business legal expenses insurance policy. **Your business** is now protected by the UK's leading specialist legal expenses insurer.

DAS Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**.

To make sure 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**. Please follow the procedures throughout the policy and in particular those applying to **Employment disputes and compensation awards cover**.

How your policy can help

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

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

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

Please phone **us** on **0117 934 0107**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to deal with **your** query.

Online law guide and document drafting

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 **0117 934 0107**, available 24 hours a day, 7 days a week
- Have **your** policy number ready and **we'll** ask **you** about **your** claim

We will assess the claim

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

The lawyer will

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

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

- Manage the case from start to finish

Please note this is an overview of the claims process for guidance purposes only. **Our** claims handlers can answer any questions **you** may have when they receive **your** claim, alternatively **you** can visit www.das.co.uk/legal-protection/how-to-claim



Andrew Burke
Chief Executive Officer, DAS Group

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, 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 United Kingdom of Great Britain and Northern Ireland, 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 on your behalf the amount we will pay 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 (f) 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 5 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>(d) 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>(e) 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>(f) 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>

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 works for you on the same basis as your employees, and performs that work under your supervision and direction.</p>
period of insurance	The period shown on your policy schedule and any subsequent period for which we accept a renewal premium.
preferred law firm	A law firm, barrister 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, 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%. 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 books and records; or</p> <p>(ii) advises of a check of your 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, statement of fact and any endorsement shall be read together as one document and describe the contract between **you** and **us**.

We agree to provide the insurance described in this policy for **you** (or where specified, the **insured person**) in respect of any insured incident shown as operative in the policy schedule and arising in connection with the **business** shown in the policy 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
- 2** the **date of occurrence** of the insured incident is during the **period of insurance**, or
- 3** during the currency of a previous equivalent legal expenses insurance policy, provided that:
 - the previous legal expenses insurance policy required **you** to report claims during its currency,
 - **you** could not have notified a claim previously as **you** could not have reasonably been aware of the insured incident,
 - any claim that should have been covered under a previously operative legal expenses insurance policy will not be covered by **us**, and
 - the available limit of indemnity shall be limited to the lesser of the sums payable under this or **your** previous policy,
- 4** any legal proceedings will be dealt with in the **countries covered** by:
 - a court; or
 - employment tribunal or employment appeal tribunal; or
 - arbitration 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
- 5** 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 in respect of all claims resulting from one or more event arising at the same time or from the same originating cause, for **costs and expenses** and compensation awards claims, is shown as the limit of indemnity in the policy schedule
- 2** the most **we** will pay for the total of all compensation awards under insured incident **Employment disputes and compensation awards 2 Compensation awards** 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 on **your** behalf) 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.

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**.
- 3** The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

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:

- (a) before the issue of legal proceedings in a court or tribunal:
 - (i) following the dismissal of an employee; or
 - (ii) where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- (b) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- (c) in legal proceedings in respect of any dispute relating to:
 - (i) a contract of employment with **you**; or
 - (ii) an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.

But not covered for:

Please also refer to the general exclusions on page 19

A claim relating to the following:

- 1 unless equivalent legal expenses insurance was continuously 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 dispute with an employee who was subject to a written or verbal warning (formal or informal) within 180 days immediately preceding the inception date of this policy if the **date of occurrence** was within the first 180 days of the start of this policy and the dispute relates directly to the same matter(s) which gave rise to that warning
 - (c) any notice of 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
- 4 pursuing **your** legal rights.

► For advice and to make a claim call **0117 934 0107**

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 19

Employment disputes and compensation awards (continued)

2 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 breach of **your** statutory duties under employment legislation.

Provided that:

- (a)** in cases relating to performance and/or conduct, **you** have throughout the employment dispute either:
 - (i)** followed the ACAS Code of Disciplinary and Grievance Procedures; or
 - (ii)** followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - (iii)** sought and followed advice from **our** legal advice service (telephone **0117 934 0107**)
- (b)** for an order of compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **our** legal advice service since the date **you** should have known about the employment dispute (telephone **0117 934 0107**)
- (c)** for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** legal advice service before starting any redundancy process or procedure with employees (telephone **0117 934 0107**)
- (d)** any sum of money in settlement of a dispute is awarded by a court, tribunal or through the ACAS Arbitration Scheme, under a judgement made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing 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** policy schedule.

A claim relating to the following:

- 1** any compensation award relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights, paternity, parental or adoption rights;
 - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - statutory rights in relation to trustees of occupational pension schemes
- 2** non-payment of money due under a contract
- 3** a settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure
- 4** any award ordered because **you** have failed to provide relevant records to employees under National Minimum Wage legislation
- 5** a compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.

► For advice and to make a claim call **0117 934 0107**

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 19

Employment disputes and compensation awards (continued)**3 Employee civil legal defence**

Costs and expenses to defend the **insured person's** (other than **you**) 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 is being taken against them as trustee of a pension fund set up for the benefit 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 **0117 934 0107**

4 Service occupancy

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

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 **0117 934 0107**

5 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.

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 **0117 934 0107**

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 19

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 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** investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

► For advice and to make a claim call **0117 934 0107**

2 Criminal 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 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** prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

► For advice and to make a claim call **0117 934 0107**

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 19

Legal defence (continued)**3 Data protection**

If civil action is taken against the **insured person** for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:

- (a)** An individual. We will also pay any compensation award in respect of such a claim.
- (b)** A data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note we will not pay any compensation award in respect of such a claim.

Provided that:

in respect of 3(a) any sum of money in settlement of a dispute is awarded by a court 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 we will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see **General exclusions 3**, page 19.*

A claim relating to the following:

- 1** the loss, alteration, corruption or distortion of, or damage to stored personal data, or
- 2** a reduction in the functionality, availability, or operation of stored personal data

resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.

► For advice and to make a claim call **0117 934 0107**

4 Wrongful arrest

If civil action is taken against the **insured person** 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 **0117 934 0107**

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 19

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 (please refer to insured incident **Statutory licence appeal**)
- 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) an appeals process set out in the legislation under which the relevant notice has been issued.

► For advice and to make a claim call **0117 934 0107**

6 Jury service and court attendance

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

- (a)** to perform jury service
- (b)** to attend any court, tribunal, arbitration or regulatory proceedings 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.

A claim relating to the following:

- 1** any claim if **you** or the **insured person** are unable to prove the loss.

► For advice and to make a claim call **0117 934 0107**

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.

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.

► For advice and to make a claim call **0117 934 0107**

You are covered for:

Please also refer to our agreement on page 7

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 £500 (incl VAT)
- (b)** if the amount in dispute exceeds £5,000 (incl VAT), **you** must pay the first £500 of any claim. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn
- (c)** if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (incl VAT)
- (d)** if the dispute relates to money owed, **you** have exhausted all **your** credit control procedures before reporting the claim.

But not covered for:

Please also refer to the general exclusions on page 19

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 (please refer to insured incident **Property protection**)
 - (c)** a loan, mortgage, pension, guarantee or any other financial product and disputes with a professional adviser in connection with these matters
 - (d)** a motor vehicle owned by, or hired or leased to **you**, other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles
- 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; or
 - the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification
- 5** the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

▶ For advice and to make a claim call 0117 934 0107

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 £500 (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.

But not covered for:

Please also refer to the general exclusions on page 19

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
 - (d)** a motor vehicle owned by, or hired or leased to you, other than agreements relating to the sale of motor vehicles where you are engaged in the business of selling motor vehicles
- 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.

► For advice and to make a claim call 0117 934 0107

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 19

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.*

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.

► For advice and to make a claim call **0117 934 0107**

2 Nuisance or trespass

A civil dispute relating to physical property which is 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.*

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
- 5** 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 **0117 934 0107**

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 19

Property protection (continued)

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 **0117 934 0107**

Personal injury

At **your** request, **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 **0117 934 0107**

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.*

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.

► For advice and to make a claim call **0117 934 0107**

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 2 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, coroner's inquest or fatal accident inquiry** **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 in 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 on **your** behalf) 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 them 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 **our** 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 an **insured person** and **us** on the merits of the claim or proceedings, or on a legal principle, **we** may suggest the **insured person** obtains at their 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 the **insured person** 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 the **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence. This does not affect the **insured person's** rights under condition 8.

8 Arbitration

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

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

9 Keeping to the policy terms

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** 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.

11 Fraudulent claims

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

- (a) a claim 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.

12 Information you provide

You must take reasonable care to make sure that the information **you** provide **us** when taking out this policy, or during the term of this policy, is complete and accurate. If the information **you** provide is not complete and accurate **we** may:

- void or cancel **your** policy and keep the premium, or
- refuse or not pay a part or all of any claim, or
- revise the premium or cover.

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 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 name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **We** will only obtain personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold this policy.

Who we are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted at dataprotection@das.co.uk

How we will use your information

We may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact you for your feedback. If the policy includes legal advice **we** may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

We will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose the 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 personal 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.

What is our legal basis for processing your information?

It is necessary for **us** to use the personal information to perform **our** obligations in accordance with any contract that **we** may have with the person taking out this policy. It is also in **our** legitimate interest to use the personal information for the provision of services in relation to any contract that **we** may have with the person taking out this policy.

How long will your information be held for?

We will retain personal data for 7 years. **We** will only retain and use the personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If you no longer want **us** to use the personal data, please contact **us** at dataprotection@das.co.uk

What are your rights?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held.

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Or via email: dataprotection@das.co.uk

How to make a complaint

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision.

The Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

www.ico.org.uk

How to make a complaint

We always aim to give you a high quality service.

If you think we have let you down, you can contact us by:

- phoning **0344 893 9013**
- emailing **customerrelations@das.co.uk**
- writing to the **Customer Relations Department | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**
- completing our online complaint form at **www.das.co.uk/about-das/complaints**

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

If you are not happy with the complaint outcome or if we've been unable to respond to your complaint within 8 weeks, you may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. (Details available from **www.financial-ombudsman.org.uk**)

You can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- 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.

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 | Company 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 (FRN202106) and the Prudential Regulation Authority.

Financial Services Compensation Scheme

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

DAS Law Limited Head and Registered Office:

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

Registered in England and Wales | Company Number 5417859 | Website: **www.daslaw.co.uk**

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

Helplines, Employment Manual and DASbusinesslaw

You can contact **our** UK-based call centre 24 hours a day, seven days a week, during the **period of insurance**. 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 calls. When phoning, please tell **us** the policy number and the name of the insurance provider who sold **you** the policy.

Legal advice

Call **0117 934 0107**

Advice can be provided on any commercial legal problem affecting **your business** under the laws of the United Kingdom of Great Britain and Northern Ireland, 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 **0117 934 0107**

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 the **insured person** (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 (or aged between 16 and 18 and in full-time employment). 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.dasinsurance.co.uk/employment-manual

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

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.

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

