



# DASDrive<sup>®</sup>

Legal Protection

Policy number:

**NUMBERING**

Period of insurance:

## Important Information

**This is your DASDrive<sup>®</sup> Legal Protection Policy Wording. It includes everything you need to know about your cover.**

We suggest you keep this document in a safe place as you will need to refer to it in the event of an accident. This policy is designed to help you if the accident was not your fault and:

- you have suffered an injury; or
- you have incurred uninsured losses; or
- you are seeking compensation for damage to your belongings.

**Act quickly after an accident  
and call our claims unit on**

**0800 783 6066**

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



## WELCOME TO DASDRIVE®

As a DASDrive® policyholder, **you** are now protected by Europe's leading legal expenses insurer. If **you** are involved in a motor accident, need legal advice or need help with motoring emergencies, **we** are here to help **you** 24 hours a day, 365 days a year.

To make sure that **you** get the most from **your** DASDrive® cover, please take time to read the policy which explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact **your** insurance adviser.

### It will help you if you keep the following points in mind:

#### After a motor 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.

#### If your vehicle cannot be driven

If **your** vehicle cannot be driven after an accident, **our** Drivers' Assistance Service can arrange for a garage to tow it to a place **you** choose. **You** will have to pay the towing costs, so remember that most motor insurers only give cover for towing to a nearby garage. However, if the accident was not **your** fault, **we** can usually recover the towing costs as part of **your** claim for uninsured losses.

This policy does not insure against the cost of hire for a replacement vehicle. However, **we** will arrange to supply **you** with a replacement vehicle on credit while **we** recover the rental charges from the party at fault. A replacement vehicle will only be provided if **you** meet the hire company's conditions of hire.

#### How we can help

Once **we** have accepted **your** claim, **we** aim to recover **your** uninsured losses from the person who caused the accident. 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.

**We** normally recover **your** uninsured losses through **our** Motor Claims Centre but sometimes **we** use appointed lawyers. Claims outside the UK may be dealt with by DAS offices elsewhere in Europe.

For claims over £300 where the driver at fault cannot be traced or does not have valid motor insurance, **we** will notify the Motor Insurers' Bureau which may be able to help.

#### To make your claim:

**Telephone us on 0800 783 6066 as soon as possible after your accident to speak with one of our dedicated Customer Claims handlers.**

#### If you need any other help from us

**You** can phone **us** at any time on 0117 934 0552 if **you** wish to use one of the helpline services.

#### When we cannot help

**We** will not be able to help **you** if **we** think there is little chance of recovering **your** uninsured losses.

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.

#### Problems

**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. Alternatively **you** can phone **us** on 0117 934 0066 or email **us** at: [customerrelations@das.co.uk](mailto: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 & Wales, company number 103274.  
Website: [www.das.co.uk](http://www.das.co.uk)

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

**You** can also contact them on 0845 080 1800.

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.

## THIS IS YOUR DASDRIVE® LEGAL PROTECTION POLICY

**Your** policy only covers **you** if **you** have paid **your** premium. **We** agree to provide the insurance in this policy, keeping to the terms, conditions and exclusions as long as:

- \* the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- \* any legal proceedings will be dealt with by a court or other body which **we** agree to in the **territorial limit**; and
- \* in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

## THE MEANING OF WORDS IN THIS POLICY

### Appointed lawyer

The lawyer, or other suitably qualified person, who has been appointed to act for an **insured person** under Condition 2 of this policy.

### Insured incident

An event which:

- causes damage to the **insured vehicle** or to personal property in it; or
- injures or kills an **insured person** while he or she is in or on the **insured vehicle**.

### 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 vehicle specified in the motor insurance policy issued with this policy. It also includes any caravan or trailer attached to this vehicle.

### Legal costs

All reasonable and necessary costs charged by the **appointed lawyer** on a standard basis, or in accordance with the Predictable Costs scheme if this is appropriate. **We** will also pay the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them or pays them with **our** agreement.

### Period of insurance

The period for which **we** have agreed to cover **you** and for which **you** have paid the premium.

### Territorial limit

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 (west of the Bosphorus).

### We, us, our

DAS Legal Expenses Insurance Company Limited.

### You, your

The person who has taken out this policy.

## WHAT IS COVERED

Following an **insured incident**, **we** will negotiate to recover an **insured person's** uninsured losses and costs and will help in appealing or defending an appeal.

If an **appointed lawyer** is used, **we** will pay the **legal costs** for this.

The most **we** will pay for all claims that arise from the same **insured incident**, is £100,000.

## WHAT YOU ARE NOT COVERED FOR

- 1 A claim where the **insured person** has failed to notify **us** of the **insured incident** within a reasonable time of its happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence.
- 2 Any **legal costs** incurred before **we** agree to pay them.
- 3 Any claim relating to a contract involving the **insured vehicle**.
- 4 The **insured vehicle** being used by anyone who does not have valid motor insurance.
- 5 Any disagreement with **us** that is not in Condition 7.
- 6 Any legal action that an **insured person** takes which **we** or the **appointed lawyer** have not agreed to, or where an **insured person** does anything that hinders **us** or the **appointed lawyer**.
- 7 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, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
  - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

- 8 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.
- 9 Any claim of less than £300 where the driver at fault cannot be traced or does not have valid motor insurance.
- 10 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.

## CONDITIONS

1. An **insured person** must:
  - (a) keep to the terms and conditions of this policy;
  - (b) try to prevent anything happening that may cause a claim;
  - (c) take reasonable steps to keep any amount **we** have to pay as low as possible;
  - (d) send everything **we** ask for, in writing;
  - (e) give **us** full and truthful details by phone or in writing of any claim as soon as possible and give **us** any information **we** need.
2. (a) **We** can take over and conduct in the name of an **insured person**, any claim or legal proceedings at any time.  
**We** can negotiate any claim on behalf of an **insured person**.
- (b) An **insured person** is free to choose an **appointed lawyer** (by sending **us** a suitably qualified person's name and address) if:
  - (i) **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
  - (ii) there is a conflict of interest.
- (c) In all circumstances except those in 2(b) above, **we** are free to choose an **appointed lawyer**.

- (d) An **appointed lawyer** will be appointed by **us** to represent an **insured person** according to **our** standard terms of appointment, which may include a 'no-win, no-fee' agreement. The **appointed lawyer** must co-operate fully with **us** at all times.
  - (e) **We** will have direct contact with the **appointed lawyer**.
  - (f) An **insured person** must co-operate fully with **us** and the **appointed lawyer** and must keep **us** up to date with the progress of the claim.
  - (g) An **insured person** must give the **appointed lawyer** any instructions that **we** ask for.
3. (a) An **insured person** must tell **us** if anyone offers to settle a claim.
- (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **legal costs**.
- (c) An **insured person** must not negotiate or agree to settle a claim without **our** approval.
- (d) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming instead of starting or continuing legal proceedings.
4. (a) An **insured person** must tell the **appointed lawyer** to have **legal costs** taxed, assessed or audited, if **we** ask for this.
- (b) An **insured person** must take every step to recover **legal costs** that **we** have to pay, and must pay **us** any **legal costs** that are recovered.
5. If the **appointed lawyer** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses an **appointed lawyer** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed lawyer**.
6. If an **insured person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to an **appointed lawyer**, the cover **we** provide will end at once and **we** will be entitled to reclaim from **you costs and expenses we** have paid.
7. If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help.
8. **You** can cancel this policy by telling us within 14 days of taking it out, or at any time afterwards 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.
9. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
10. This policy will be governed by English law.



**Chief Executive Officer**

## HELPLINE SERVICES

**We** provide these services 24 hours a day, seven days a week during the **period of insurance**. All helplines apply to the United Kingdom unless otherwise stated. To help **us** check and improve **our** service standards, **we** record all calls, except those to the Counselling Service.

When phoning, please tell **us your** policy number or the name of the scheme **you** are in. **Please do not phone us to report a general insurance claim.**

**To obtain assistance from one of the helpline services listed below phone 0117 934 0552.**

### **Eurolaw Personal Legal**

**We** will give an **insured person** confidential legal advice over the phone on any personal legal problem under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

### **Tax Advice Service**

**We** will give an **insured person** confidential legal advice over the phone on personal tax matters.

### **Health & Medical Information Service**

**We** will give an **insured person** information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve overall health. Information is available on all health services including hospital waiting lists.

***Between the hours of 7pm and 9am we will take a message and one of our health and medical advisors will contact the insured person the next day or at an agreed time.***

**For the following assistance service only, you will be responsible for paying the costs for the help provided.**

### **Drivers' Assistance Service**

**We** will arrange help for an **insured person** if the **insured vehicle** cannot be driven because of an accident or breakdown in Europe. **We** will ask a contractor to help, but the **insured person** must pay the contractor's costs, including call-out charges.

### **Counselling**

**To contact the counselling helpline, phone us on 0117 934 2121.**

**We** will provide an **insured person** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary or professional services.

**We will not accept responsibility if the Helpline Services are unavailable for reasons we cannot control.**



Agent's Address