# Welcome to Group Legal Protection

This is your Group Legal Protection Policy

The meaning of words in this policy

Insured incidents we will cover

What is not covered by this policy

Conditions which apply to the whole policy

Helpline services

<table>
<thead>
<tr>
<th>Service</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Claims helpline:</td>
<td>0117 934 0553</td>
</tr>
<tr>
<td>Advice helpline:</td>
<td>0117 934 0553</td>
</tr>
<tr>
<td>Counselling helpline:</td>
<td>0117 934 2121</td>
</tr>
<tr>
<td>Complaints:</td>
<td>0117 934 0066</td>
</tr>
</tbody>
</table>

Visit our website: [www.das.co.uk](http://www.das.co.uk)
Welcome to Group Legal Protection

As a DAS policyholder, your group members are now protected by Europe’s leading legal expenses insurer. If they want to call our helpline service we are here to help them 24 hours a day, 365 days a year.

To make sure that you get the most from your DAS 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 if you keep the following points in mind:

How we can help
To make a claim under this policy, the insured person can phone us on 0117 934 0553. We will ask the insured person about their legal dispute and if necessary call them back at an agreed time to give them legal advice. If their dispute needs to be dealt with as a claim under this policy, we will give them a claim reference number. At this point we will not be able to tell the insured person whether they are covered but we will pass the information they have given us to our claims handling teams and explain what to do next.

If the insured person prefers to report their claim in writing, they can send it to our Claims Department at the following address:

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

Or the insured person can email their claim to us at newclaims@das.co.uk

When we cannot help
We will not be able to help if we think there is little chance of winning the case. Insured persons should not ask for help from a solicitor or accountant before we have agreed. If they 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. Or you can phone us on 0117 934 0066 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

A copy of our internal complaint-handling procedure is available on request. If you are still not happy, you can contact the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. They can also be contacted by telephone on 0845 080 1800. Their website is at www.financial-ombudsman.org.uk.

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.
This is your Group Legal Protection Policy

1. This policy, the policy schedule and any endorsement shall be considered as one document. The proposal or any information supplied by the policyholder shall be incorporated in the contract.

2. This policy will cover the insured person. We agree to provide the insurance in this policy as long as:
   (a) the premium has been paid; and
   (b) the date of occurrence of the insured incident happens during the period of insurance and within the territorial limit; and
   (c) any legal proceedings will be dealt with by a court, or other body which we agree to, in the territorial limit; and
   (d) for civil claims it is always more likely than not that the insured person will recover damages (or other legal remedy which we have agreed to) or make a successful defence.

3. For all insured incidents, we will help in appealing or defending an appeal as long as the insured person tells us within the time limits allowed that they want us to appeal. Before we pay the costs and expenses for appeals, we must agree that it is always more likely than not that the appeal will be successful.

4. If a representative is used, we will pay the costs and expenses incurred for this.

5. 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 £25,000.
The meaning of words in this policy

1. (a) Aspect enquiry
   An examination by HM Revenue & Customs which considers one or more specific aspects of the insured person’s self assessment tax return.

   (b) Tax intervention enquiry
   An examination by HM Revenue & Customs to measure the level of compliance in the insured person’s financial accounting records to highlight areas where errors have or may occur.

2. Costs and expenses

   (a) Legal Costs
   All reasonable and necessary costs chargeable by the representative on a standard basis. Also the costs incurred by opponents in civil cases if the insured person has been ordered to pay them, or pays them with our agreement.

   (b) Accountant’s costs
   A reasonable amount in respect of all costs reasonably incurred by the representative.

3. Date of occurrence

   (a) For civil cases, the date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same originating cause, the date of occurrence is the date of the first of these events.

   (b) For tax intervention enquiries, the date of occurrence is when HM Revenue & Customs first contacts the insured person in relation to commencing an intervention enquiry into their business accounts.

   (c) For full enquiries or aspect enquiries, the date of occurrence is when HM Revenue & Customs first notifies in writing the intention to make enquiries.

   (d) For Employers’ Compliance and Value Added Tax disputes, the date of occurrence is when the relevant authority sends an assessment or written decision to the insured person.

4. Full enquiry
   An extensive examination by HM Revenue & Customs which considers all aspects of the insured person’s tax affairs excluding those enquiries which are limited to one or more specific aspects of the insured person’s self assessment tax return.

5. Insured person
   The employees or members of the policyholder declared to us.

6. Period of insurance
   The period for which we have agreed to cover the insured person.

7. The policyholder
   As shown in the policy schedule.
8 Representative
The lawyer, accountant or other suitably qualified person, who has been appointed to act for the 
insured person in accordance with the terms of this policy.

9 Territorial limit
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

10 We, us, our
DAS Legal Expenses Insurance Company Limited.

Insured incidents we will cover

1 TAX PROTECTION
We will negotiate on behalf of the insured person and represent them in any appeal proceedings 
in respect of a full enquiry and/or aspect enquiry by HM Revenue & Customs into the insured 
person’s personal tax affairs if the full enquiry or aspect enquiry resulted from the insured person’s 
work as an employee.

Provided that

We will not pay more than £1,000 for aspect enquiries.

What is not covered

(1) In respect of aspect enquiries the first £100 of costs and expenses in each and every claim.

(2) Any insured incident arising from any investigation or enquiries into alleged dishonesty or 
alleged criminal offences.
2 COMMERCIAL TAXATION DISPUTES

(1) Full or Aspect enquiries
We will negotiate on behalf of the insured person in respect of a full enquiry and/or aspect enquiry and represent them in any subsequent appeal proceedings.

(2) Tax intervention enquiries
We will negotiate on behalf of the insured person and represent them in any dealings with HM Revenue & Customs in respect of a tax intervention enquiry.

(3) Employers’ compliance
We will negotiate on behalf of the insured person and represent them in any appeal proceedings in respect of a dispute concerning the insured person’s compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

(4) VAT disputes
We will negotiate on behalf of the insured person and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

Provided that
(1) For all insured incidents, the insured person has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time periods allowed.

(2) We will not pay more than £2,000 for claims in respect of aspect enquiries or tax intervention enquiries.

What is not covered
(1) In respect of aspect enquiries and tax intervention enquiries the first £200 of costs and expenses in each and every claim.

(2) Any insured incident arising from a tax avoidance scheme.

(3) Any insured incident caused by the failure of the insured person to register for Value Added Tax.

(4) Any insured incident arising from any investigations or enquiries by the HM Revenue & Customs Special Investigation Section or Special Civil Investigations or the Revenue & Customs Prosecution Office.

(5) Any insured incident arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.
What is not covered by this policy

1. 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 prospect of successfully recovering damages (or getting any other legal remedy that we have agreed to) or of making a successful defence.

2. An incident or matter arising before the start of this policy.

3. Costs and expenses incurred before our written acceptance of a claim.

4. Fines, penalties, compensation or damages which the insured person is ordered to pay by a court or other authority.

5. A claim intentionally brought about by the insured person.

6. A claim relating to written or verbal remarks which damage the insured person's reputation.

7. A dispute with us not otherwise dealt with under Condition 8.

8. An application for judicial review.

9. A legal action that the insured person takes which we or the representative have not agreed to or where the insured person does anything that hinders us or the representative.

10. Any claim caused by, contributed to by or arising from:

   - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
   - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
   - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
   - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

11. 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.

12. 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 this policy in relation to any third party rights or interest.
Conditions which apply to the whole policy

1 The policyholder must:
   (a) keep to the terms and conditions of this policy;
   (b) notify us immediately of any alteration which may materially affect our assessment of the risk.

2 The insured person must:
   (a) keep to the terms and conditions of this policy;
   (b) take reasonable steps to keep any amount we have to pay as low as possible;
   (c) try to prevent anything happening that may cause a claim;
   (d) send everything we ask for, in writing;
   (e) give us full details of any claim as soon as possible and give us any information we need.

3 (a) We can take over and conduct in the name of the insured person, any claim or legal proceedings at any time.
    We can negotiate any claim on behalf of the insured person.
    (b) The insured person is free to choose a representative (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 the insured person in those proceedings; or
        (ii) there is a conflict of interest.
    (c) In all circumstances except those in 3(b) above, we are free to choose a representative.
    (d) A representative will be appointed by us to represent the insured person according to our standard terms of appointment, which may include a ‘no-win, no-fee’ agreement. The representative must co-operate fully with us at all times.
    (e) We will have direct contact with the representative.
    (f) The insured person must co-operate fully with us and the representative and must keep us up-to-date with the progress of the claim.
    (g) The insured person must give the representative any instructions that we ask for.

4 (a) The insured person must tell us if anyone offers to settle a claim.
    (b) If the insured person does not accept a reasonable offer to settle a claim, we may refuse to pay further costs and expenses.
    (c) The 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 or is being claimed against them instead of starting or continuing legal proceedings.
5 (a) The insured person must tell the representative to have costs and expenses taxed, assessed or audited, if we ask for this.

(b) The insured person must take every step to recover costs and expenses that we have to pay and must pay us any costs and expenses that are recovered.

6 If a representative refuses to continue acting for the insured person with good reason, or if the insured person dismisses a representative without good reason, the cover we provide will end at once, unless we agree to appoint another representative.

7 If the insured person settles a claim or withdraws their claim without our agreement, or does not give suitable instructions to a representative, the cover we provide will end at once and we will be entitled to re-claim any costs and expenses paid by us.

8 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.

9 We may at our discretion require the insured person to obtain, at the insured person’s expense, an opinion from a barrister chosen by the insured person and us as to the merits of a claim or proceedings. If the barrister’s opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by us.

10 We can cancel this policy at any time as long as we tell the policyholder at least 14 days beforehand. The policyholder can cancel this policy at any time as long as we are told at least 14 days beforehand.

11 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.

12 This policy will be governed by English law.

13 All Acts of Parliament within the policy wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

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 of Great Britain and Northern Ireland unless otherwise stated. To help us check and improve our service standards, we record all calls, except those to the counselling service.

To use the Legal Advice and Group Assistance Helpline Services, insured persons can phone us on 0117 934 0553 quoting policy number TT2/3678673.

The insured person should not phone us to report a general insurance claim.

EUROLAW LEGAL ADVICE SERVICE
We will give the 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.

GROUP ASSISTANCE SERVICES

Tax Advice
We will give the insured person confidential advice over the phone on personal tax matters.

Health and Medical Information Service
We will give the 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.

COUNSELLING
We will provide all insured persons with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, phone us on 0117 934 2121. These calls are not recorded.
Helpline services

For the following helpline services the insured person will be responsible for paying the costs for the help.

DOMESTIC HELP
We will arrange help or repairs needed if the insured person has a domestic emergency in their home such as a burst pipe, blocked drain, broken window or building damage.

VETERINARY HELP
We can help find a vet who can offer treatment if the insured person’s pet is ill or injured.

CHILDCARE HELP*
We can help the insured person find a range of childcare options in their area if an unforeseen event occurs (such as illness or injury to the insured person) and they need to make alternative childcare arrangements.

HOME HELP*
We can help the insured person find cleaning staff, au pairs, and housekeepers if they need assistance to run their home in a crisis (such as illness or injury to the insured person).

* We can provide the insured person with contact details for these services 24 hours a day seven days a week, but most of them only work during standard office hours. Outside of these times, we will contact them for the insured person the next working day and call the insured person back.

We will not accept responsibility if the Helpline Services fail for reasons beyond our control.
(a) Property Protection
We will negotiate for the policyholder's legal rights in any civil action relating to material property which is owned by, or the responsibility of the policyholder, following:

1. any event which causes physical damage to such material property; or
2. any nuisance or trespass.

What is not covered
Any claim relating to the following:

1. a contract entered into by the policyholder;
2. goods in transit or goods lent or hired out;
3. goods at premises other than those occupied by the policyholder unless the goods are at such premises for the purpose of installations or use in work to be carried out by the policyholder;
4. mining subsidence;
5. defending the policyholder's legal rights other than in defending a counter-claim;
6. a motor vehicle owned or used by, or hired or leased to an insured person other than damage to motor vehicles where the policyholder is engaged in the business of selling motor vehicles.

(b) Bodily Injury
At the policyholder's request, we will negotiate for an insured person's and their family members' legal rights following an event which causes the death of, or bodily injury to them.

What is not covered
Any claim relating to the following:

1. any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
2. defending an insured person's or their family members' legal rights other than in defending a counter-claim; or
3. a motor vehicle owned or used by, or hired or leased to an insured person or their family members.