



# **DAS DRIVER PROTECTION**

**LEGAL PROTECTION AND ASSISTANCE**

**THIS IS YOUR POLICY WORDING**

**ACT QUICKLY AFTER AN ACCIDENT AND CALL US  
NOW ON 0800 783 6066**



**FIRST FOR JUSTICE**



# IMPORTANT INFORMATION

**This is your DAS Driver protection policy wording. It includes everything you need to know about your cover.**

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

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

This policy is designed to help you if a motor accident was not your fault and you have suffered an injury, your vehicle cannot be driven, incurred uninsured losses, seeking compensation for damage to your belongings or you have a dispute with your motor insurer.

# HELPLINE SERVICE

**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, other than those to the Counselling service.

When phoning, please tell **us** **your** policy number or the name of the scheme **you** are in.

## EUROLAW PERSONAL LEGAL AND TAX ADVICE SERVICE

Call 0344 893 9027

**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, or UK personal tax problem.

## HEALTH & MEDICAL INFORMATION SERVICE

Call 0344 893 9027

**We** will give an **insured person** information over the phone on health and fitness, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve general fitness. Information is available on self-help groups and 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.**

## DRIVERS' ASSISTANCE SERVICE

Call 0344 893 9027

**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.

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

## COUNSELLING

Call 0344 893 9012

**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.**

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# THE MEANING OF WORDS IN THIS POLICY

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

<b>appointed lawyer</b>	The lawyer, or other suitably qualified person, who has been appointed to act for an <b>insured person</b> under Condition 2 of this policy.
<b>insured person</b>	<b>You</b> , and any passenger or driver who is in or on the <b>insured vehicle</b> with <b>your</b> permission. Anyone claiming under this policy must have <b>your</b> agreement to claim.
<b>insured vehicle</b>	The motor vehicle(s) covered by the motor insurance policy to which this policy attaches. It also includes any caravan or trailer attached to the vehicle(s).
<b>legal costs</b>	All reasonable and necessary costs charged by the <b>appointed lawyer</b> on a standard basis. Also the costs incurred by opponents in civil cases if an <b>insured person</b> has to pay them or pays them with <b>our</b> agreement.
<b>period of insurance</b>	The period for which <b>we</b> have agreed to cover <b>you</b> and for which <b>you</b> have paid the premium.
<b>territorial limit</b>	<b>For legal costs</b> 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.  <b>For vehicle hire costs</b> England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.
<b>vehicle hire costs</b>	The cost of hiring a comparable replacement vehicle for one continuous period <b>we</b> agree to. This cost includes motor insurance for the vehicle.
<b>we, us, our, DAS</b>	DAS Legal Expenses Insurance Company Limited.
<b>you, your</b>	The person who has taken out this policy (the policyholder).



# WELCOME TO DAS

As a DAS Driver Protection policyholder, **you** are now protected by Europe's leading legal expenses insurer. If **you** are involved in a motor accident or need legal advice, **we** are here to help **you** 24 hours a day, 365 days a year. To make sure **you** get the most from **your** DAS Driver Protection 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.

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

**It will help 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 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.

## REPLACEMENT VEHICLE HIRE

If the accident was entirely the other person's fault, and **your** vehicle cannot be driven, **we** can usually arrange for **you** to have a replacement hire vehicle until **your** vehicle can be repaired.

## HOW WE CAN HELP

If **you** are involved in an accident which was not **your** fault, **we** will help **you** recover **your uninsured losses** from the person who caused the accident, either through **our** Motor Claims Centre or by appointing a lawyer. **Uninsured losses** could include the cost of repairing or replacing **your** vehicle, **your** motor insurance policy excess, compensation following injury or other out-of-pocket expenses. If the accident was entirely the other person's fault and the **insured vehicle** cannot be driven, **we** can arrange to supply **you** with a comparable replacement hire vehicle until the **insured vehicle** can be repaired.

**We** will do so only if **you** meet the hire company's terms and conditions of hire. For **us** to provide a replacement hire vehicle, the driver at fault must have valid motor insurance and be identified or traced. This service is available in England and Wales, on the mainland of Scotland and Northern Ireland and the Isle of Man, Jersey and Guernsey. Where the driver at fault is uninsured or cannot be traced, **we** will assist **you** in making a claim to the Motor Insurers' Bureau.

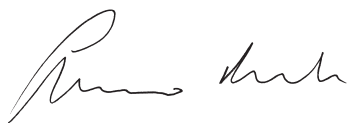
## WHEN YOU NEED TO MAKE A CLAIM

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

## IF YOU NEED ANY OTHER HELP FROM US

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

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



Andrew Burke  
Chief Executive Officer, DAS Group

### **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, number 103274. Website: [www.das.co.uk](http://www.das.co.uk)

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### **DAS Law Limited Head and Registered Office:**

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

Registered in England and Wales, number 5417859. Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

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

# DAS DRIVER PROTECTION: OUR AGREEMENT

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

- 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 other legal remedy) or make a successful defence.



# INSURED INCIDENTS

1 **We** will negotiate for the following.

(a) **Uninsured loss recovery**

To recover an **insured person's** uninsured losses and costs after 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**.

(b) **Disputes with your motor insurer**

**Your** legal rights in a dispute with **your** motor insurer regarding the payment of a claim under **your** private motor insurance policy covering the insured vehicle, other than a dispute over the settlement payable under a claim.

For these 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 he or she wants **us** to appeal. Before **we** pay any legal costs for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

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

2 **Replacement vehicle hire**

**We** will pay the **vehicle hire** costs after an accident involving a collision between the **insured vehicle** and another vehicle, as long as:

- the **insured vehicle** cannot be driven; and
- the accident was entirely the other person's fault; and
- **we** have already agreed to pay the **vehicle hire costs**.

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause, is £100,000.




# POLICY EXCLUSIONS

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

- 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 Any **legal costs** and **vehicle hire costs** that are incurred before **we** agree to pay them.
- 3 Any claim relating to a contract (other than a motor insurance contract) involving the insured vehicle.
- 4 The **insured vehicle** being used by anyone who does not have valid motor insurance.
- 5 A claim caused by, contributed to by or arising from:
  - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
  - (c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000
  - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 6 Any disagreement with **us** that is not in Condition 7.
- 7 Any legal action 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**.
- 8 **Vehicle hire costs** if an **insured person** is claiming against a person who does not have valid motor insurance or cannot be identified or traced; or when an **insured person** makes his or her own arrangements for vehicle hire after an **insured incident**.
- 9 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.
- 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.
- 11 Any claim of less than £300 where the driver at fault cannot be traced or does not have valid motor insurance.

# POLICY CONDITIONS

- 1 An **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.
- 2
  - (a) **We** can take over and conduct in the name of an **insured person**, any claim or legal proceedings at any time before an **appointed lawyer** is appointed.  
**We** can negotiate any claim on behalf of an **insured person**.
  - (b) An **insured person** is free to choose a **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 a **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 with 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** a reasonable amount subject to the maximum sum recoverable at law in settlement of the damages that the **insured person** is claiming, or which is being claimed against them, instead of starting or continuing proceedings.
- 4
  - (a) If **we** ask, an **insured person** must tell the **appointed lawyer** to have legal costs taxed, assessed or audited.
  - (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.

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- 5 If a **appointed lawyer** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses a **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** stops a claim without **our** agreement, or does not give suitable instructions to a **appointed lawyer**, the cover **we** provide will end at once.
  - 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 **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand. **You** can cancel this policy at any time as long as **you** tell **us** 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 The following conditions apply to any claim for **vehicle hire costs**.
    - (a) An **insured person** must agree to **our** trying to recover any vehicle hire costs in his or her name, and any costs recovered must be paid to **us**.
    - (b) **We** will choose the vehicle hire company and the type of vehicle to be hired.
    - (c) **We** will decide how long a vehicle can be hired for.
    - (d) An **insured person** must meet the age and licensing rules of the vehicle hire company **we** choose and must follow any conditions of hire.
  - 11 This policy will be governed by English law.

# DATA PROTECTION

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

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

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

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our** **DAS** Head Office address – please see page 7.

## HOW TO MAKE A COMPLAINT

**We** always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** **DAS** Head Office address – please see page 7.

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

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

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

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

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

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