


# Your Direct Care

## Insurance Policy



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# Data protection statement

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via [www.zurich.co.uk/dataprotection](http://www.zurich.co.uk/dataprotection)

## **How you can contact us**

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via [gbz.general.data.protection@uk.zurich.com](mailto:gbz.general.data.protection@uk.zurich.com) or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

# Important notes

## **Fraud prevention and detection**

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

## **Claims history**

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

## **Employers' Liability Tracing Office (ELTO)**

We are members of the Employers' Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers' Liability insurer quickly and efficiently. It is important, for the services of ELTO to be fully effective, that you inform us of your ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable. As members of ELTO we will forward details of your policy if it contains Employers' Liability cover to ELTO together with details of any ERNs you have supplied to us.

# Our complaints procedure

## **Our commitment to customer service**

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

## **Who to contact in the first instance**

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

## **Many complaints can be resolved within a few days of receipt**

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

## **Next steps if you are still unhappy**

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also contact them as follows:

**Post:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR

**Telephone:** 08000 234567 (free on mobile phones and landlines)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

## **The Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

# Your Direct Care policy

Your policy is a contract between the Insured as stated in the schedule (also referred to as you, your, yours or yourselves) and Zurich Insurance Company Ltd (also referred to as the Insurers, we, us, our or ours) but is only valid if you pay the premiums.

Your policy provides cover for the sections and period of insurance shown in your schedule. You must read your policy, schedule, summary of cover and any specifications or endorsements as one single contract. Please read all documents to make sure the cover provided meets your needs. If this is not the case, please contact your housing provider as soon as possible.

The conditions and exclusions that apply to all sections of your policy are shown in the sections titled 'General conditions' and 'General exclusions'.

Please make sure that you read these as well as the cover shown in each section.

## **Your cancellation rights**

If you decide that you do not want to accept the policy (or any future renewal of the policy by us) tell your broker or insurance intermediary of your decision, in writing or by phone within 14 days of receiving the policy (or for renewal, within 14 days of your policy renewal date). If no claims have been made we will refund the premium you have paid. If a claim is made we charge you for the days we have been on cover and then refund the remainder of the premium you have paid.

Please see General condition 2 for full details of all cancellation conditions.

# Section A – Employers' liability

## Definitions

Certain words in this section have special meanings. These meanings are shown below and apply wherever the words begin with a capital letter.

### Business

- a) The receipt of Personal Care and Support
- b) maintenance of property and premises used for the purpose of Personal Care and Support.

### Costs and Expenses

- a) Claimants' costs and expenses
- b) costs incurred with the Insurers' written consent in defending any claim for damages
- c) costs incurred with the Insurers' written consent for:
  - i) representation at any coroner's inquest or fatal injury inquiry
  - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this policy.

### Personal Assistant

- a) Any person employed under a contract of service or apprenticeship with the Insured
- b) any labour only subcontractor or anyone employed by them
- c) self employed persons
- d) persons under work experience schemes
- e) any person hired or borrowed by the Insured from another employer
- f) any voluntary workers
- g) family members

working for the Insured in connection with the Business while under the Insured's direct control or supervision.

### Personal Care and Support

- a) Care for the whole or any part of a day or night
- b) assistance with dressing and personal hygiene
- c) nursing care including the administering of prescribed and non-prescribed medicines
- d) assistance with domestic work and household tasks.

### Terrorism

- a) Any act, or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
  - i) involves violence against one or more persons
  - ii) involves damage to property
  - iii) endangers life other than that of the person committing the action
  - iv) creates a risk to health or safety of the public or a section of the public
  - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

## The Cover

If any Personal Assistant shall sustain any bodily injury or disease caused during any period of insurance and arising out of and in the course of their employment by the Insured in the Business the Insurers will indemnify the Insured against all sums for which the Insured shall be liable in respect of any claim for damages for such injury or disease settled or defended with the consent of the Insurers.

In addition to any claim for damages the Insurers will pay Costs and Expenses.

The limit of indemnity under this section in respect of any one claim against or by the Insured or series of claims against or by the Insured arising out of one cause is stated in the certificate.

The limit of indemnity shall be inclusive of Costs and Expenses.

Where the Insurers agree to indemnify more than one party then nothing in this section shall increase the liability of the Insurers to pay any amount in respect of one claim or series of claims in excess of the amount stated as the limit of indemnity.

## Extensions to Section A

The insurance under this section includes the following extensions.

Provided always that:

- a) the Insurers will not be liable unless the Insurers have the sole conduct and control of all claims covered by these extensions
- b) these extensions will not apply to any liability which is covered by any other policy.

### 1. Corporate Manslaughter and Corporate Homicide Act 2007

This section extends to indemnify the Insured in respect of legal costs and expenses incurred with the Insurers' prior written consent in connection with the defence of any criminal proceedings including appeal against conviction arising from any such proceedings brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the period of insurance and which relates to any event arising in the course of the Business involving bodily injury or disease which is or may be the subject of indemnity under this section.

Provided always that:

- a) the Insurers' liability under this extension shall not exceed £5,000,000 in any one period of insurance or the limit of indemnity stated in the certificate whichever is the lesser. This limit will form part of and not be in addition to the limit of indemnity stated in the certificate
- b) this extension shall apply only to proceedings brought in Great Britain, Northern Ireland the Channel Islands or the Isle of Man
- c) the Insurers must consent in writing to the appointment of any solicitor or counsel who is to act for and on behalf of the Insured
- d) the Insured shall give to the Insurers immediate notice of any summons or other process served upon the Insured which may give rise to proceedings under this extension
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the Insurers will be under no liability:
  - i) where the Insured has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) in respect of fines or penalties of any kind
  - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided by any insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
- g) where the Insurers had already indemnified the Insured in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of this policy the amount paid under that section will be taken into account in arriving at the Insurers' limit of indemnity payable under this extension.



## **2. Court Attendance Costs**

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurers in connection with a claim in respect of which the Insured is entitled to indemnity under this section the Insurers will provide compensation to the Insured at the following rates per day for each day on which attendance is required:

- a) any personal representative of the Insured           £500
- b) any Personal Assistant                                   £250

## **3. Health and Safety at Work etc. Act 1974**

This section subject to its terms and limitations extends to indemnify the Insured or Personal Assistant of the Insured in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with the Insurers' consent to act for or on behalf of the Insured, or Personal Assistant in his defence against a criminal charge brought under:

- a) Sections 36 or 37 of the Health and Safety at Work etc. Act 1974 in respect of an offence as defined in Section 33 of the said Act
- b) Article 34 of the Health and Safety at Work (Northern Ireland) Order 1978 in respect of an offence as defined in Article 31 of the said Order

committed or alleged to have been committed during the period of insurance and which relates to any event arising in the course of the Business involving bodily injury or disease which is or may be the subject of indemnity under this Section including costs of prosecution awarded against such Personal Assistant or the Insured arising from such proceedings.

Provided always that:

- i) this extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- ii) the Insurers will be under no liability:
  - 1) where the Insured or Personal Assistant is insured by any other policy
  - 2) where the criminal charge is in respect of any deliberate or intentional criminal act of the Insured, or Personal Assistant
  - 3) in respect of legal fees and expenses which the Insured or Personal Assistant may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the Personal Assistant
  - 4) in respect of fines or penalties of any kind or the costs of appeal against improvement or prohibition notices
  - 5) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined
- iii) the Insured or Personal Assistant shall give to the Insurers immediate notice of any summons or other process served upon the Insured or Personal Assistant and of any event that may give rise to proceedings against the Insured or any Personal Assistant.

## **4. Indemnity to Personal Assistants**

Where specifically requested to do so by the Insured the Insurers will indemnify any Personal Assistant in respect of claims made against such Personal Assistant subject to the terms and limitations of this section.

## **5. Indemnity to First Aid and Medical Teams**

This section extends to indemnify any Personal Assistant while acting as a member of the Insured's first aid or medical arrangements (but excluding medical practitioners) in respect of liability for damages and legal costs to any other Personal Assistant resulting from treatment given in connection with any bodily injury or disease sustained by such Personal Assistant arising out of and in the course of the employment of such Personal Assistant by the Insured.

## **6. Indemnity to Principal**

In the event of any claim in respect of which the Insured would be entitled to receive indemnity under this section being brought or made against any public or local authority or other principal the Insurers will indemnify the said public or local authority or other principal against such claim and/or any costs, charges and expenses in respect thereof.

## **7. Personal Representatives**

In the event of the death of the Insured the Insurers will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the limitations of this section provided that such personal representatives shall as though they were the Insured observe, fulfil and be subject to the terms and exclusions of this section so far as they can apply.

## **8. Private Work**

This section applies to private work carried out by Personal Assistants of the Insured for any executive of the Insured.

## **9. Solicitors' Fees**

The Insurers will also pay solicitors' fees incurred with their consent for:

- a) representation at any coroner's inquest or fatal injury inquiry in respect of any death
- b) defending in any court of summary jurisdiction any proceedings in respect of any act or omission causing or relating to any event

which may be the subject of indemnity under this section.

## **10. Unsatisfied Court Judgments**

In the event of a judgment for damages being obtained by any Personal Assistant or the personal representatives of any Personal Assistant in respect of bodily injury or disease of the Personal Assistant caused during any period of insurance and arising out of and in the course of employment by the Insured in the Business against any company or individual operating from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in any court situated in the aforesaid territories and remaining unsatisfied in whole or in part 6 months after the date of such judgment the Insurers will pay to the Personal Assistant or the personal representative of the Personal Assistant at the request of the Insured the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided always that:

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this extension the Personal Assistant or the personal representatives of the Personal Assistant shall assign the judgment to the Insurers.

## **11. Work Overseas**

The insurance under this section shall not apply to nor include liability in respect of any bodily injury or disease caused elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but this exclusion shall not apply to Personal Assistants temporarily employed elsewhere provided that the contract of service or apprenticeship was entered into in the aforesaid countries.

## **Exclusions to Section A**

### **1. Work Offshore**

This section does not indemnify the Insured in respect of any claim for damages for bodily injury or disease caused during any period of insurance and sustained by any person employed or deemed to be employed by the Insured under a contract of service or apprenticeship:

- a) on any offshore installation or support or accommodation vessel for any offshore installation
- b) in transit to, from or between any offshore installation support or accommodation vessel for any offshore installation.

### **2. Motor**

This section does not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under road traffic legislation.

## **Provision applicable to Section A**

### **1. Limit of Indemnity – Terrorism**

The limit of indemnity in respect of any claim or series of claims arising directly or indirectly from Terrorism is £5,000,000.

# Section B – Public liability

## Definitions

Certain words in this section have special meanings. These meanings are shown below and apply wherever the words begin with a capital letter.

### Business

- a) Receipt of Personal Care and Support
- b) maintenance of property and premises owned or occupied by the Insured.

### Clean Up Costs

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

### Costs and Expenses

- a) Claimants' costs and expenses which the Insured become legally liable to pay
- b) costs incurred with the Insurers' written consent in defending any claim for damages
- c) costs incurred with the Insurers' written consent for:
  - i) representation at any coroner's inquest or fatal injury inquiry
  - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission causing or relating to any eventwhich may be the subject of indemnity under this policy.

### Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

### Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

### Personal Assistant

- a) Any person employed under a contract of service or apprenticeship with the Insured
  - b) any labour only subcontractor or anyone employed by them
  - c) self employed persons
  - d) persons under work experience schemes
  - e) any person hired or borrowed by the Insured from another employer
  - f) any voluntary workers
  - g) family members
- working for the Insured in connection with the Business while under the Insured's direct control or supervision.

### Personal Care and Support

- a) Care for the whole or any part of a day or night
- b) assistance with dressing and personal hygiene
- c) nursing care including the administering of prescribed and non-prescribed medicines
- d) assistance with domestic work and household tasks.

### Personal Injury

Bodily injury or disease.

## **Pollution or Contamination**

- a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all loss or damage or Personal Injury directly or indirectly caused by such pollution or contamination.

## **Products**

Any commodities or goods or anything (including packaging, containers and labels) sold, supplied, hired out, constructed erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of on behalf of the Insured or any structure constructed, erected or installed or contract work executed by or on behalf of the Insured in the course of the Business of the Insured.

## **Remediation**

Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

## **Territorial Limits**

- a) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
  - b) i) anywhere in the world in respect of non-manual work
  - ii) anywhere in the world other than the United States of America or Canada and any territory under their jurisdiction in respect of manual work
- carried out during temporary visits by the Insured or any director or Personal Assistant normally resident in and travelling from Great Britain, Northern Ireland, the Isle of Man or Channel Islands.

## **The Cover**

The Insurers agree to indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation for:

- a) accidental death of or accidental Personal Injury to any person other than a Personal Assistant where such death or Personal Injury arises out of and in the course of the employment
- b) accidental loss of or accidental damage to material property
- c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy excluding any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or Data Protection Act 2018, or accidental interference with any right of air, light, water or way
- d) unlawful detention, imprisonment or arrest

occurring during the period of insurance within the Territorial Limits in connection with the Business.

The liability of the Insurers under this section for all compensation payable by the Insured to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the limit of indemnity as stated in the certificate.

In addition to the limit of indemnity the Insurers will pay Costs and Expenses.

## **Exclusions to Section B**

The indemnity granted under this section shall not apply to or include:

### **1. Asbestos**

liability directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

### **2. Cyber**

liability arising out of any actual (or alleged) unauthorised acts (including malicious acts) which results in access to, disruption of, or any failure of any computer or other equipment or component or system or item which processes, stores, transmits or receives Data

This exclusion is not applicable to the indemnity provided by Section B Extension 5.

### **3. Foreign Operations**

any representative of the Insured with Power of Attorney domiciled elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

#### **4. Liquidated Damages, Fines or Penalties**

liability in respect of liquidated damages or fines or penalties which attaches solely because of a contract or agreement

#### **5. Motor**

liability arising from the ownership or possession or use by or on behalf of the Insured of any mechanically propelled vehicle or mobile plant:

- a) which is licensed for road use
- b) for which compulsory motor insurance or security is required
- c) which is more specifically insured.

Provided always that this exclusion shall not apply in respect of:

- i) liability not more specifically insured under any other policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicle or such plant
- ii) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
- iii) the unauthorised movement on the Insured's premises or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required

#### **6. Pollution or Contamination**

liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

The liability of the Insurers for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the period of insurance shall not exceed the limit of indemnity in the aggregate. Provided always that the total liability of the Insurers to pay compensation shall not exceed the limit of indemnity under this section

#### **7. Products**

liability arising from Products after they have ceased to be in the custody of the Insured other than food and beverage for consumption on the premises of the Insured or at any other premises where the Insured is carrying on the Business

#### **8. Professional Advice**

liability arising out of professional advice given by the Insured for a fee or in circumstances where a fee would normally be charged

#### **9. Property Being Worked on**

loss of or damage to that part of any property upon which the Insured or any servant or agent of the Insured is or has been working where the loss or damage is the direct result of such work

#### **10. Property Held in Trust**

loss of or damage to property belonging to the Insured or held in trust by or borrowed, rented, leased or hired for use by the Insured but this exclusion shall not apply to:

- a) the personal effects including vehicles and their contents of Personal Assistants and visitors
- b) buildings or their contents temporarily occupied by the Insured for the purpose of carrying out work therein or thereon
- c) premises or fixtures and fittings therein hired, rented, leased or lent to the Insured other than such loss or damage if liability is assumed by the Insured under a tenancy or other agreement and would not have attached in the absence of such agreement

#### **11. Punitive Damages**

exemplary vindictive or punitive damages awarded by any Court of Law outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

#### **12. Vessels and Craft**

liability arising from the ownership or possession or use by or on behalf of the Insured of craft designed to travel through air or space, hovercraft or watercraft other than barges, motor launches and non-powered craft used on inland waterways.

## Extensions to Section B

The insurance under this section includes the following extensions.

Provided always that:

- a) these extensions are subject to the terms and conditions of this policy in so far as they can apply
- b) the total liability of the Insurers to pay compensation will not exceed the limit of indemnity.

### 1. Contingent Motor Liability (Non-Owned Vehicles)

The Insurers will indemnify the Insured named in the certificate and no other for the purpose of this extension in respect of legal liability for accidental death of or accidental Personal Injury to any person and/or accidental loss of or accidental damage to property as within defined arising out of the use of any motor vehicle not the property of nor provided by the Insured and being used in connection with the Business.

Provided always that the Insurers shall not be liable under this extension:

- a) in respect of loss of or damage to such vehicle or to goods conveyed therein or thereon
- b) for accidental death of or accidental Personal Injury to any person and/or accidental loss of or accidental damage to material property arising while such vehicle is being driven by the Insured or by any person who to the knowledge of the Insured or his representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- c) in respect of liability more specifically insured under any other insurance
- d) in respect of liability arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### 2. Corporate Manslaughter and Corporate Homicide Act 2007

This section extends to indemnify the Insured in respect of legal costs and expenses incurred with the Insurers' prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any such proceedings brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the Business and which relates to any event involving Personal Injury which is or may be the subject of indemnity under this section.

Provided always that:

- a) the Insurers' liability under this extension will not exceed £5,000,000 in any one Period of Insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the certificate
- b) this extension will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the Insurers must consent in writing to the appointment of any solicitor or counsel who is to act for and on behalf of the Insured
- d) the Insured shall give to the Insurers immediate notice of any summons or other process served upon the Insured which may give rise to proceedings under this extension
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the Insurers' will be under no liability:
  - i) where the Insured has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) in respect of fines or penalties of any kind
  - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
- g) where the Insurers have already indemnified the Insured in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of this policy the amount paid under that section will be taken into account in arriving at the Insurers' liability payable under this extension.

### 3. Court Attendance Costs

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurers in connection with a claim in respect of which the Insured is entitled to indemnity under this section the Insurers will provide compensation to the Insured at the following rates per day for each day on which attendance is required:

- |  |      |
|--|------|
| a) any appointed representative of the Insured | £500 |
| b) any Personal Assistant                      | £250 |

### 4. Cross Liabilities

Where this policy is issued in the joint names of more than one party it will indemnify each party in the same manner as if a separate policy had been issued to each of them.

### 5. Data Protection

The Insurers will indemnify the Insured for legal costs and expenses incurred with the Insurers' prior consent, and all sums the Insured is required to pay as damages to an individual arising from proceedings brought against the Insured under:

- a) Sections 168 and 169 of the Data Protection Act 2018
- b) Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation).

Provided always that:

- i) the Insurers shall not be liable under this extension for:
  - 1) fines, penalties, liquidated, punitive or exemplary damages
  - 2) the costs of notifying any person regarding loss of personal data
  - 3) the cost of replacing, reinstating, rectifying or erasing any personal data
  - 4) any deliberate or intentional criminal act or omission giving rise to any claim under this extension committed by the Insured
- ii) the liability of the Insurers under this extension shall not exceed £1,000,000 in any one period of insurance.

### 6. Defective Premises Act 1972

The Insurers will indemnify the Insured against liability at law incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by the Insured.

Provided always that the Insurers shall not be liable under this extension:

- a) for the cost of remedying any defect or alleged defect in the said premises
- b) in respect of liability more specifically insured under any other insurance.

### 7. Environmental Clean Up Costs

This section extends to indemnify the Insured in respect of all sums including statutory debts that the Insured is legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) the Insurers' liability under this extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one period of insurance and will be the maximum the Insurers will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the certificate
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified
- d) the Insurers shall be under no liability:
  - i) in respect of Clean Up Costs for damage to the Insured's land premises watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the Insured's care, custody or control
  - ii) for damage connected with pre-existing contaminated property
  - iii) for damage caused by a succession of several events where such individual event would not warrant immediate action

- iv) in respect of removal of any risk of an adverse effect on human health on the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the Insured's care, custody or control
- v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
- vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
- vii) for damage resulting from an alteration to subterranean stores of groundwater or to flow patterns
- viii) in respect of costs for the reinstatement or reintroduction of flora or fauna
- ix) for damage caused by the ownership or operation on behalf of the Insured of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
- x) in respect of fines or penalties of any kind
- xi) for damage caused deliberately or intentionally by the Insured or where they have knowingly deviated from environmental protection rulings or where the Insured has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
- xii) for damage which is covered by a more specific insurance policy
- xiii) for damage caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
- xiv) for damage caused by disease in animals belonging to or kept or sold by the Insured.

#### **8. Food Safety Act – Legal Defence Costs**

The Insurers will indemnify the Insured or at the request of the Insured any Personal Assistant of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of Food Safety Act 1990 or any regulations thereunder committed or alleged to have been committed during the period of insurance including legal costs and expenses incurred with the consent of the Insurers in an appeal against conviction arising from such proceedings.

Provided always that:

- a) the criminal proceedings relate to an offence committed in the course of the Insured's Business and which relates to any event involving Personal Injury or loss of or damage to material property which is or may be the subject of indemnity under this section
- b) this extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- c) the Insurers shall not be liable under this extension:
  - i) where the Insured, or Personal Assistant is insured by any other policy of insurance
  - ii) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of the Insured, or Personal Assistant
  - iii) in respect of legal costs and expenses which the Insured, or Personal Assistant may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the Insured, or Personal Assistant
  - iv) in respect of fines or penalties
  - v) for the cost of any investigation or inquiry other than a solicitor investigation restricted to criminal proceedings as above defined
- d) the Insured, or Personal Assistant shall give to the Insurers immediate notice of any summons or other process served upon the Insured, or Personal Assistant and of any event that may give rise to proceedings against the Insured, or Personal Assistant.



## **9. Health and Safety at Work etc. Act 1974 – Legal Defence Costs**

The Insurers will indemnify the Insured or at the request of the Insured any Personal Assistant of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations made thereunder committed or alleged to have been committed during the period of insurance and which relates to any event arising in the course of the Business involving Personal Injury which is or may be the subject of indemnity under this section including:

- a) costs of prosecution awarded against the Insured or Personal Assistant of the Insured
- b) legal costs and expenses incurred with the consent of the Insurers in an appeal against conviction arising from such proceedings.

Provided always that the Insurers shall not be liable under this extension for the payment of fines or penalties of any kind or the cost of appeal against improvement or prohibition notices.

## **10. Indemnity to Personal Assistants**

In the event of any claim in respect of which the Insured named in the schedule hereto would be entitled to receive indemnity under this section being brought or made against:

- a) any Personal Assistant of the Insured
- b) any officer, member or Personal Assistant of the Insured's social, sports or welfare organisations or first aid, security, fire or ambulance services

the Insurers will indemnify such person if the Insured so requests against such claim and/or any costs, charges and expenses in respect thereof.

Provided always that:

- i) such person is not entitled to indemnity under any other insurance
- ii) such person shall as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this Policy
- iii) the Insurers shall not be liable under this extension unless the Insurers have the sole conduct and control of all claims.

## **11. Indemnity to Principal**

In the event of any claim in respect of which the Insured would be entitled to receive indemnity under this section being brought or made against any public or local authority or other principal the Insurers will indemnify the said public or local authority or other principal against such claim and/or any costs, charges and expenses in respect thereof.

Provided always that the Insurers shall not be liable under this extension unless the Insurers have the sole conduct and control of all claims.

## **12. Personal Assistant Indemnity**

In the event of Personal Injury to the Insured caused by the Personal Assistant and arising in connection with the Business this section extends to indemnify the Personal Assistant as though they were the Insured.

Provided always that:

- a) this extension shall not apply to liability more specifically insured under any other insurance
- b) any person indemnified under this extension shall as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this policy
- c) the Insurers shall not be liable under this extension unless the Insurers have the sole conduct and control of all claims.

## **13. Personal Liability Overseas**

At the request of the Insured this section shall apply to the personal liability of any:

- a) Personal Assistant of the Insured or any member of the family of such Personal Assistant whilst accompanying such Personal Assistant during temporary visits anywhere in the world in connection with the Business of the Insured
- b) member of Sports and Social Clubs operating in connection with the Business of the Insured whilst engaged in club activities.

Provided always that:

- i) this extension shall not apply to liability more specifically insured under any other insurance
- ii) any person indemnified under this extension shall as though he were the Insured observe, fulfil and be subject to the terms, limitations and conditions of this policy
- iii) the Insurers shall not be liable under this extension unless the Insurers have the sole conduct and control of all claims.

#### **14. Personal Representatives**

In the event of the death of the Insured the indemnity provided under this section shall apply to any personal representative of the Insured in respect of liability incurred by the Insured.

Provided always that such personal representative shall as though they were the Insured observe, fulfil and be subject to the terms and conditions of this policy.

#### **15. Financial Loss**

The Insurers will pay for the following.

- a) The Insured's financial loss following theft of your household contents, personal possessions or money carried out by their Personal Assistant whilst in the course of their employment by the Insured.

The Insurer will not pay for the following

- i) any theft not reported to the police within 24 hours of discovery
  - ii) any claim unless the Insured can demonstrate to the Insurers reasonable satisfaction that the theft was carried out by a Personal Assistant whilst in the course of their employment by the Insured.
  - iii) any financial loss that is covered by a valid insurance policy
  - iv) more than £2,500 for all claims resulting in financial loss from this cause in any one period of insurance.
- b) The reasonable additional costs incurred by the Insured in the event that a Personal Assistant fails to attend due to
    - i) bodily injury to the Personal Assistant or any family member or partner living with them
    - ii) damage to or breakdown of the Personal Assistant motor vehicle or public transport normally used to travel to the Insured
    - iii) suffering a theft or damage at their home requiring them to remain there to deal with the police or arrange for emergency repairs or
    - iv) a delay in returning from a holiday abroad because of a cause beyond their control.

Provided that additional costs incurred are offset against savings in payments to the absent Personal Assistant.

The Insurers will not pay for the following:

- 1) additional costs incurred for the first 48 hours starting from the time the Personal Assistant was first due to attend
- 2) for more than 14 days after the additional costs become payable
- 3) more than £500 in any one period of insurance.

The indemnity granted by this extension shall not apply to nor include liability arising out of or in connection with Regulation (EU) 2016/679 (General Data Protection Regulation) or the Data Protection Act 2018.

### **Provision applicable to Section B**

#### **1. Discharge of Liability**

The Insurers may at any time pay any limit of indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with the Insurers' written consent prior to the date of such payment.

# Section C – Personal accident

## Definitions

Certain words in this section have special meanings. These meanings are shown below and apply wherever the words begin with capital letters.

### Accident

- a) Violent, accidental, external and visible means
- b) unavoidable exposure to the elements.

### Loss of Limb

Total loss by physical separation at or above the wrist or ankle or permanent total loss of use of an entire hand, arm, foot or leg.

### Loss of Sight

Permanent and total loss of sight:

- a) in both eyes if name entered on the register of blind persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on Snellen Scale.

### Service User

The recipient of Personal Care and Support.

### Person Insured

Category A: the Service User.

Category B: Personal Assistants.

### Personal Assistant

Any of the following persons working for the Insured undertaking Personal Care and Support:

- a) any person employed under a contract of service or apprenticeship with the Insured
- b) any labour only subcontractor or anyone employed by them
- c) self-employed persons
- d) persons under work experience schemes
- e) any person hired or borrowed by the Insured from another employer
- f) any voluntary workers.

### Personal Care and Support

- a) Care for the whole or any part of a day or night
- b) assistance with dressing and personal hygiene
- c) nursing care including the administering of prescribed and non-prescribed medicines
- d) assistance with domestic work and household tasks.

### The Cover

If during the period of insurance any Person Insured sustains bodily injury by Accident as a result of which death or disablement occurs independently and exclusively of any other cause within 24 months of sustaining such bodily injury which occurs within the limits of cover the Insurers will reimburse the Insured in respect of payment to the Insured or the Insured's legal personal representatives as the case may require of the sum or sums stated in the table of benefits.

In the event of the disappearance of any Person Insured the Insurer will after a reasonable time has elapsed and upon production of evidence to the satisfaction of the Insurers that the death of the Person Insured as the sole and direct result of an Accident may reasonably be presumed pay the amount of benefit subject to an undertaking in writing to refund the sum so paid if such death is subsequently found not to have occurred.

This insurance shall only cover the Person Insured as follows:

Category A

At any time.

Category B

Arising out of and in course of the Person Insured's employment with the Insured including whilst travelling directly between the Person Insured's residence and normal place of work.

### Table of Benefits

1. Death	£10,000
2. Loss of sight in one or both eyes	£10,000
3. Loss of Limb	£10,000
4. Permanent total loss of speech	£2,500
5. Permanent total loss of hearing	
a) in one ear	£1,000
b) in both ears	£2,500
6. Loss by amputation or complete loss of use of:	
a) one thumb	£500
b) one index finger	£250
c) any other finger	£100
d) shoulder or elbow	£2,500
e) wrist	£2,000
f) one big toe	£250
g) any other toe	£125
h) hip, knee or ankle	£2,000
i) lower jaw by surgical operation	£2,500

### Extensions applicable to Section C

#### 1. Fracture Benefit

This section extends to include fracture, occurring during the period of insurance, caused by Accident of a permanent sound and natural bone in the leg, arm, shoulder, wrist, hand (excluding fingers), foot (excluding toes), collarbone and skull which necessitate hospital treatment and application of a plaster/solid cast or splint or other medical treatment.

Limit £500 per Person Insured.

#### 2. Hospital Benefit

If during the period of insurance an Insured Person sustains bodily injury by Accident and is in consequence admitted to a hospital within Great Britain or Northern Ireland as an in-patient or certified as being housebound by a suitably qualified medical practitioner the Insurer will pay £50 a day (increasing to £100 per day on public or bank holidays) for each day that the Person Insured remains an in-patient or is certified housebound up to a maximum of 365 days from the occurrence of the Accident.

Housebound shall mean confined to one's home as a direct result of the Accident.

#### 3. Dental Treatment

The Insurers agree to pay up to £300 towards the cost of emergency dental treatment in the event of the Insured's natural teeth being damaged following an accident in the home.

### Provisions applicable to Section C

#### 1. Aircraft Limit

The total amount payable by the Insurer under this section in respect of all Persons Insured travelling in any one aircraft shall not exceed £50,000.

## **2. Maximum Payment to Any Person Insured**

- a) No payment will be made under Benefits 1 – 5 in the aggregate in excess of the highest amount stated in the table of benefits in respect of any one Person Insured arising from the same incident.
- b) Compensation payable to any one Person Insured as a result of one incident shall not exceed £10,000 in total.
- c) If compensation is payable for loss of or loss of use of a whole member of the body, the compensation for parts of that member cannot also be claimed.

## **Exclusions applicable to Section C**

This section does not cover bodily injury:

### **1. Age Limits**

sustained by any Person Insured after the expiry of the period of insurance during which such person attained the upper age limit of 90 years

### **2. Excluded Activities**

caused by the Person Insured engaging in any form of winter sports, rock climbing or mountaineering ordinarily necessitating the use of picks, ropes or guides, pot-holing, caving, parachuting, parascending, paragliding, hang-gliding, bungee jumping, scuba and skin diving, white water rafting, racing except on foot, professional or organised sports

### **3. Excluded Causes**

caused by the Person Insured being intoxicated or using illegal drugs, committing or attempting suicide or deliberately self-harming, participating in civil commotion or riot or deliberately exposing themselves to unnecessary danger except in an attempt to save human life

### **4. Excluded Territories**

occurring while the Person Insured is in Afghanistan, Chad, Democratic Republic of Congo, Iraq, Israel, West Bank, Gaza Strip, Ivory Coast, Nigeria, Pakistan, Somalia, Sudan or Yemen

### **5. Insanity**

caused by or occurring while the Insured Person is in a state of insanity temporary or otherwise

### **6. Non-Passenger Air Travel**

caused by air travel other than as a passenger in a licensed passenger carrying aircraft

### **7. Terrorism**

directly or indirectly arising out of, contributed to by or resulting from actual, threatened, feared or perceived use of biological, chemical, radioactive or nuclear agent, material, device or weapon.

# Section D – Legal expenses

## Meaning of words

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

The business declared to **us** and covered by the commercial policy to which this policy attaches.

### costs and expenses

- (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**.
- (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.

### countries covered

- (a) For insured incidents Legal defence (excluding 5 Statutory notice appeals and 7 Disciplinary hearings), 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.

- (b) For all other insured incidents

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

### 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

- (a) For civil cases (other than as specified under **(c)** to **(e)** 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.)
- (b) For criminal cases, the date the **insured person** began, or is alleged to have begun, to break the law.
- (c) For insured incident **Statutory licence appeal**, the date when **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.
- (d) For insured incident **Tax protection**, the date when 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.
- (e) For insured incident Legal defence 5 Statutory notice appeals, the date when the **insured person** is issued with the relevant notice and has the right to appeal.

### 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

- (a) **You** and the directors, partners, managers, employees and any other individuals declared to **us** by **you**.
- (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.

### period of insurance

The period for which **we** have agreed to cover the **insured person** and for which **we** have accepted the 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

- (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**.
- (b) For criminal cases there is no requirement for there to be prospects of a successful outcome.
- (c) For civil and criminal appeals the prospects of a successful outcome must be at least 51%.

### tax enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

- (i) includes a request to examine any aspect of **your** books and records; or
- (ii) advises of a check of **your** whole tax return.

### 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.

## Welcome to DAS

**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 **0344 893 0859**. **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 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 **0344 893 0859**, 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](http://www.das.co.uk/legal-protection/how-to-claim)

## Our agreement

This policy, the policy schedule 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 arising in connection with the **business**, 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
  - cover has been continuously maintained in force
  - 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 by a court, or other body which **we** agree to, within the **countries covered**, 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 the amount stated in the 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 £1,000,000
- 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, and
- 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.

## Employment disputes and compensation awards

### 1 Employment disputes

#### What is covered

**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.

#### What is not covered

A claim relating to the following:

- 1 unless equivalent legal expenses insurance was continuously in force 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 oral 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 Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations
- 5 pursuing **your** legal rights.

## 2 Compensation awards

### What is covered

In respect of a claim **we** have accepted under insured incident **1 Employment disputes we** will pay:

- (a) any basic and compensatory award; and/or
- (b) 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 **0344 893 0859**)
- (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 when **you** should have known about the employment dispute (telephone **0344 893 0859**)
- (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 **0344 893 0859**)
- (d) any sum of money in settlement of a dispute is awarded by a court, tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by 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 sums of money in settlement of a dispute, in aggregate and in any one **period of insurance** is £1,000,000.*

### What is not covered

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 Any award ordered because **you** have failed to provide relevant records to employees under National Minimum Wage legislation.
- 4 A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
- 5 A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

## 3 Employee civil legal defence

### What is covered

**Costs and expenses** to defend the **insured person's** (other than **your**) 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.*

## 4 Service occupancy

### What is covered

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

### What is not covered

Any claim relating to defending **your** legal rights, other than defending a counter-claim that is an insured incident under this policy.

## 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

#### What is covered

Prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer 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 and/or prosecutions which arise in direct connection with the activities of the **business**. Please see the section titled **Our agreement** at the start of this policy.*

#### What is not covered

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.

### 2 Criminal prosecution defence

#### What is covered

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 investigations and/or prosecutions which arise in direct connection with the activities of the **business**. Please see the section titled **Our agreement** at the start of this policy.*

#### What is not covered

A claim relating to the following:

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

### 3 Data protection

#### What is covered

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.*

#### What is not covered

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.

#### 4 Wrongful arrest

##### What is covered

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**.

#### 5 Statutory notice appeals

##### What is covered

In an appeal against the imposition or terms of any statutory notice issued under legislation affecting **your business**.

##### What is not covered

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
- 2 a statutory notice issued by an **insured person's** regulatory or governing body.

#### 6 Jury service and court attendance

##### What is covered

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

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

##### What is not covered

A claim relating to the following:

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

#### Statutory licence appeal

##### What is covered

##### 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.

##### What is not covered

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.

#### Contract disputes

**This insured incident is an optional cover and only operative if stated in the schedule as insured.**

##### What is covered

##### Costs and expenses for:

A contractual dispute 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 to **you**, a claim under the policy is made within 90 days of the money becoming due and payable.

### What is not covered

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) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with these matters
  - (c) a loan, mortgage, pension, guarantee or any other financial product. However, **we** will cover a dispute 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
- 6 a dispute arising from a breach or alleged breach of professional duty by an **insured person**.

### Debt recovery

**This insured incident is an optional cover and only operative if stated in the schedule as insured.**

### What is covered

**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) a claim is made within 90 days of the money becoming due and payable
- (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.

### What is not covered

A claim relating to the following:

- 1 any debt arising from an agreement entered into prior to the start of the 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) the settlement payable under an insurance policy
  - (b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings
  - (c) a loan, mortgage, pension, guarantee or any other financial product. However, **we** will cover a dispute 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 supply, hire, 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.

## Property protection

### What is covered

#### Costs and expenses for:

A civil dispute relating to physical property which is owned by **you**, or is **your** responsibility following:

- 1 any event which causes physical damage to such physical property; or
- 2 a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it); or
- 3 a trespass.

*Please note that **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.*

### What is not covered

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 goods at premises other than those occupied by **you** unless the goods are at the premises for the purpose of installations or use in work to be carried out by **you**
- 4 mining subsidence
- 5 defending **your** legal rights but **we** will cover defending a counter-claim that is an insured incident under this policy
- 6 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)
- 7 the enforcement of a covenant by or against **you**.

## Personal injury

### What is covered

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.

### What is not covered

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.

## Tax protection

### What is covered

#### 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**. Please see the section titled **Our agreement** at the start of this policy.*

## What is not covered

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.

## Policy 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 before **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**.

### 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 by 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:

- (a) **you** are declared bankrupt
- (b) **you** have filed a bankruptcy petition
- (c) **you** have filed a winding-up petition
- (d) **you** have made an arrangement with **your** creditors
- (e) **you** have entered into a deed of arrangement
- (f) **you** 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 Policy condition 8.

## 8 Arbitration

If there is a disagreement between an **insured person** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure the **insured person** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from [www.financial-ombudsman.org.uk](http://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 barrister, solicitor or other suitably qualified person chosen jointly by the **insured person** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the **insured person** and **us** or may be paid by either the **insured person** or **us**.

## 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 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.

### 13 Other insurances

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

### 14 Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **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 Legal Expenses Insurance Company Limited 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](mailto: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](mailto: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](mailto: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](http://www.ico.org.uk)

### How to make a complaint

**We** always aim to give the **insured person** a high quality service. If the **insured person** thinks **we** have let them down, they can contact **us** by:

- phoning **0344 893 9013**
- emailing [customerrelations@das.co.uk](mailto: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](http://www.das.co.uk/about-das/complaints)

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

If the **insured person** is not happy with the complaint outcome or if **we**'ve been unable to respond to their complaint within 8 weeks, they can, provided **you** are an eligible small business, charity or trust, ask the Financial Ombudsman Service for a free and independent review of their complaint.

The **insured person** 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](mailto: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](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman's role is to assess **our** handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If the **insured person** is unhappy with the service provided by an **appointed representative** the relevant complaint-handling procedure is available on request.

### 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](http://www.fscs.org.uk)

# Section E – Customer service

The following services are provided by DAS Legal Expenses Insurance Company Limited. The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited.

## DAS 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 quote **your** policy number and the name of the insurance provider who sold the policy.

## Meaning of words

The following words have these meanings wherever they appear in this section 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

The business declared to **us** and covered by the commercial policy to which this section attaches.

### 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. 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.

### insured person

- (a) **You** and the directors, partners, managers, employees and any other individuals declared to **us** by **you**.
- (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.

### period of insurance

The period for which **we** have agreed to cover the insured person and for which **we** have accepted the 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**.

### we, us, our, DAS

- (a) In respect of the legal advice helpline: DAS Law Limited and/or a **preferred law firm** on behalf of DAS Legal Expenses Insurance Company Limited.
- (b) In respect of the other services: DAS Legal Expenses Insurance Company Limited.

### you, your

The **business** that has taken out the commercial policy to which this section attaches.

### Legal advice

**Call 0344 893 0859**

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 0344 893 0859

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** or Zurich Insurance Company Ltd.

**The counselling service helpline is open 24 hours a day, seven days a week.**

### Employment Manual

Visit [www.dasinsurance.co.uk/employment-manual](http://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](http://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](mailto:employmentmanual@das.co.uk)

### DASbusinesslaw

Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk)

Visit [www.dasbusinesslaw.co.uk](http://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 the voucher code **DAS472301** to gain access to a range of free documents.

In using these services **you** acknowledge that all rights and obligations relating to the provision of these services rest with **DAS** and that **you** will have no recourse to Zurich Insurance Company Ltd in this regard.

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

### Data protection

To comply with data protection regulations **we** are committed to processing personal information fairly and transparently. Please refer to [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement) for DAS' privacy notice and details of **your** rights.

# General exclusions

## Not applicable to section D

This policy does not cover:

### 1. Nuclear and War Risks, Government and Public Authorities and Sonic Bangs

loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any bodily injury or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any Nuclear Installation, Nuclear Reactor or other explosive nuclear assembly or nuclear component thereof
- c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation confiscation requisition seizure or destruction by the government or any public authority
- d) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

For the purpose of this exclusion the following special meanings shall apply:

'Nuclear Installation' shall mean any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

'Nuclear Reactor' shall mean any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons

### 2. Event Outside the Period of Insurance

an event outside any period of insurance

### 3. Legal Liability Resulting from Any Business

legal liability resulting from any business, trade or profession.

### 4. Communicable Diseases

#### Not applicable to section A, section D and section E

Any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

- a) a 'Communicable Disease'; or
- b) the fear or threat (whether actual or perceived) of a 'Communicable Disease'

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion does not however apply in respect of:

- i) food or drink poisoning; or
- ii) Legionnaires' disease (if specifically covered by an extension or endorsement applied to this policy but only to the extent of cover expressly stated as being provided under the extension or endorsement).

For the purpose of this exclusion the following special meanings shall apply:

'Communicable Disease' shall mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and

- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

# General conditions

Not applicable to section D

## 1. Arbitration

If the Insurer admits liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by the Insured and the Insurers in accordance with the law at the time. The Insured may not take any legal action against the Insurers over the dispute before the arbitrator has reached a decision.

## 2. Cancellation

The Insurers may cancel this policy where there is a valid reason for doing so by giving the Insured seven days notice in writing to the Insured's last known address. The Insurers will refund any premium which may be due to the Insured in accordance with the terms of this condition.

Valid reasons may include but are not limited to:

- a) if the Insured advises the Insurers of a change of risk under this policy which the Insurers are unable to insure
- b) where the Insured fails to respond to requests from the Insurers for further information or documentation
- c) where the Insured has given incorrect information and fails to provide clarification when requested
- d) the use of threatening or abusive behaviour or language, or intimidation or bullying of the Insurers' staff or suppliers, by the Insured or any person acting on the Insured's behalf.

The Insured has the right to cancel this policy at any time by contacting Marsh Commercial.

If the policy is cancelled, either by the Insured or the Insurers, within 14 days of the Insured receiving it (or for renewals, within 14 days of the Insured's policy renewal date), if no claims have been made the Insurers will refund the premium the Insured has paid. If a claim is made the Insurers will charge the Insured for the days the Insurers have been on cover (applying a minimum premium of £15 plus Insurance Premium Tax). The balance of the premium will be returned to the Insured.

If the policy is cancelled, either by the Insured or the Insurers, after 14 days of the Insured receiving it (or for renewals, after 14 days of the Insured's policy renewal date), the Insurers will charge the Insured on a pro rata basis for the time the Insurers have been on cover.

If the Insured fails to pay the Insured's premium the Insurers may cancel the policy and refuse the Insured's claim or take the balance of any outstanding premium due to the Insurers from any claim payment the Insurers make to the Insured. This may mean that the Insurers fulfil the Insurers' obligations to any claims against the Insured's policy by a third party but seek full recovery of any payments made under the Insured's policy directly from the Insured. This may include the instruction of solicitors or other recovery agents.

## 3. Claims Procedures

- a) On the happening of any event which could give rise to a claim or on receiving verbal or written notice of any claim the Insured shall:
  - i) as soon as reasonably possible give notice to the Insurers; and
  - ii) as soon as reasonably possible forward to the Insurers any writ or summons issued against the Insured by a third party; and
  - iii) take action to minimise the loss or damage or injury and to prevent further loss or damage or injury; and
  - iv) at his own expense and as soon as reasonably possible after the occurrence of such event supply full details of the claim in writing to the Insurers together with any evidence and information that may be reasonably required by the Insurers for the purpose of investigating or verifying the claim and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith.
- b) In respect of section C:
  - i) no benefit shall be payable in respect of any period prior to within 7 days of the receipt of notice of any accident likely to rise to a claim
  - ii) the Insurers shall be entitled in the case of non-fatal injury to call for examination by a medical referee appointed by the Insurers whenever required by the Insurers and in the event of death to have a post-mortem examination.
- c) No settlement, admission of liability, payment or promise of payment shall be made to a third party without the consent of the Insurers.



#### **4. Compulsory Insurance**

The Insured must repay the Insurers any amounts which the Insurers are required by compulsory insurance legislation to pay out under this policy to the extent that the Insurers would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this policy.

#### **5. Contribution**

If at the time any claim arises under this policy there shall be in force any other insurance providing cover against such claim the liability of the Insurers shall be limited to its rateable proportion of such claim.

#### **6. Fraud**

If the Insured or anyone acting on the Insured's behalf have intentionally concealed or misrepresented any information or circumstance that the Insured had a responsibility to tell the Insurers about, or engaged in any fraudulent conduct, or made any false statement relating to this insurance, the Insurers will:

- a) void the policy in the event of any fraud which occurred during the application process, which means the Insurers will treat the policy as if it had never existed; or
- b) terminate the policy with effect from the date of any fraud which occurred during the period of insurance; and in either case, the Insurers will:
  - c) not return to the Insured any premium paid;
  - d) not pay any fraudulent claim or a claim which relates to a loss suffered after any fraud;
  - e) seek to recover any money from the Insured for any claim the Insurers have already paid which is later established as invalid, including the amount of any costs or expenses the Insurers have incurred;
  - f) inform the police, other financial services organisations and anti-fraud databases.

#### **7. Insured's Duty to Check Information and Tell the Insurers of Any Changes**

It is important the Insured checks the most recent summary of cover as this sets out the information the Insurers were given when the Insurers agreed to provide the Insured with the cover and the terms of the Insured's policy.

Although the Insurers may undertake checks to verify the Insured's information, the Insured must take reasonable care to ensure all information provided by the Insured or on the Insured's behalf is accurate and complete.

The Insured must tell the Insurers immediately if any of the Insured's information is incorrect or changes. If the Insurers have wrong information this may result in an increased premium and/or claims not being paid in full, or the Insured's insurance may not be valid and claims will not be paid. If in doubt about any information please contact the Insurers as soon as possible.

Changes to information the Insurers need to be informed of include, but are not limited to, these situations:

- a) a temporary or permanent change of address;
- b) a change of occupancy (e.g. becoming let, sublet or part let);
- c) if the Insured or anyone currently living with the Insured has a conviction, pending prosecution or a police caution for any offence other than driving offences;
- d) if the Insured or anyone currently living with the Insured have been declared bankrupt, are subject to bankruptcy proceedings or have received a County Court Judgment (CCJ) or other judgements in relation to debt;
- e) if the Insured changes occupation;
- f) if the Insured's home is being used for business or professional purposes;
- g) if the Insured's home is not in a good state of repair;
- h) if the Insured's home is undergoing structural alteration, structural repair, restoration or renovation or being fitted with living or mobility aids;
- i) if there is a change in the nature of the condition giving rise to appointment of a carer

Any changes, if accepted by the Insurers, will apply from the date indicated on the Insured's updated schedule. In this case the Insurers will be entitled to vary the premium and terms for the rest of the period of insurance.

If the changes are unacceptable to the Insurers and the Insurers are no longer able to provide the Insured with cover, the Insurers or the Insured can cancel this policy, as set out under General condition 2.

If the Insured has given the Insurers inaccurate information this can affect the Insured's policy in one or more of the following ways:

- i) if the Insurers would not have provided the Insured with any cover the Insurers will have the option to:
  - 1) void the policy, which means the Insurers will treat it as if it had never existed and repay the premium paid; and
  - 2) seek to recover any money from the Insured for any claims the Insurers have already paid, including the amount of any costs or expenses the Insurers have incurred
- ii) if the Insurers would have applied different terms to the Insured's cover, the Insurers will have the option to treat the Insured's policy as if those different terms apply
- iii) if the Insurers would have charged the Insured a higher premium for providing the Insured's cover, the Insurers will have the option to charge the Insured the appropriate additional premium to be paid in full.

## **8. Insurers' Rights**

The Insurers shall:

- a) be entitled to take over the defence or settlement of any claim made upon the Insured by any other party and the Insured shall give all assistance as may be reasonably required by the Insurers
- b) be entitled to take benefit of any rights of the Insured against any other party before or after the Insured has received indemnification under this policy and the Insured shall give all assistance as may be reasonably required by the Insurers.

## **9. Law Applicable**

This policy is governed by the law that applies to where the Insured resides within the United Kingdom, Channel Islands or Isle of Man. If there is any disagreement about which law applies, English law will apply, in which case the Insured agrees to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, the Insurers will communicate to the Insured in English.

## **10. Legal Representatives**

In the event of the death of the Insured the Insurers will indemnify the Insured's legal personal representatives in respect of liability at law previously incurred by the Insured provided they observe, fulfil and be subject to the terms, conditions and limitations of the policy in so far as they can apply.

## **11. Reasonable Care**

The Insured shall take all reasonable steps to:

- a) comply with statutory enactments, bye-laws and any other obligations and regulations imposed by any authority
- b) prevent accidents
- c) maintain all premises, works machinery and plant in sound condition.

In the event of the discovery of any defect or danger the Insured shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

## **12. Sanctions**

Notwithstanding any other terms of this policy the Insurers will be deemed not to provide cover nor will the Insurers make any payment or provide any service or benefit to the Insured or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of the Insured would violate any applicable trade or economic sanctions law or regulation.

**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](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 (FRN202106) 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 | Company Number 5417859

Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

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

**Underwritten by Zurich Insurance Company Ltd**

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