



5. Legal expenses

Please check your schedule to see if you benefit from this cover.

What is covered

What we cover

We will provide the cover set out in this section of the **Policy**, provided that:

1. **Reasonable Prospects** exist for the duration of the claim;
2. the **Occurrence Date** for the insured incident is during the **Period of Insurance**;
3. any legal proceedings will be dealt with by a court, or other body agreed by **DAS**, within the **Covered Countries**; and
4. the insured incident happens in the **Covered Countries**.

What we pay

We will pay a **Representative** on **Your** behalf, **Costs and Expenses** incurred following an insured incident, provided that:

- a. for any appeal or the defence of an appeal, **You** must tell **DAS** that **You** want to appeal within the time limits allowed. **We** will only pay **Costs and Expenses** for an appeal that has **Reasonable Prospects**;
- b. for an enforcement of judgement to recover money and interest due to **You** after a successful claim under this section of the **Policy**, **We** must agree that **Reasonable Prospects** exist;
- c. 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.



The most **We** will pay is:

- a. £50,000 for all claims resulting from one or more event arising at the same time or from the same originating cause;
- b. no more than the amount **We** would have paid to a **Preferred Law Firm**. The amount **We** will pay a law firm (where acting as a **Representative**) is currently £100 per hour. This amount may vary from time to time. If **You** decide not to use the services of a **Preferred Law Firm**, **You** will be responsible for any costs that fall outside the **DAS Terms** and these will not be paid by **Us**.



5. Legal expenses

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Insured incidents



1. Employment disputes

A dispute relating to **Your** contract of employment.



We will not cover:

- a. employer's disciplinary hearings or internal grievance procedures;
- b. any claim relating solely to personal injury; or
- c. a claim relating to a settlement agreement when **You** are still employed.



2. Contract disputes

1. A dispute arising from an agreement or alleged agreement entered into by **You** in a personal capacity for:
 - a. buying or hiring goods or services; or
 - b. selling goods; or
2. a dispute or misrepresentation arising from an agreement or alleged agreement entered into by **You** in a personal capacity for the buying or selling of **Your** main **Home**, provided the agreement was entered into during the **Period of Insurance**.



We will not cover any claim relating to:

- a. construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
- b. the settlement payable under any insurance policy (**We** will cover a dispute if **Your** insurer refuses **Your** claim, but not for a dispute over the amount of the claim);
- c. a dispute over the sale, purchase, terms of lease, licence or tenancy of land or buildings. However, **We** will cover a dispute with a professional advisor in connection with these matters;
- d. a dispute arising from any loan, pension, investment or borrowing;
- e. a motor vehicle hired or leased to **You**; or
- f. any dispute where the amount in dispute is £100 or less (including VAT).



5. Legal expenses

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Insured incidents continued



3. Personal injury

A specific or sudden accident that causes death or bodily injury to **You**.



We will not cover any claim relating to:

- a. illness or injury that happens gradually;
- b. mental illness or psychological injury, unless the condition follows a specific or sudden accident that caused physical bodily injury to **You**;
- c. clinical negligence; (please refer to insured incident **4. Clinical negligence**) or
- d. defending **Your** legal rights, other than defending a counter-claim.



4. Clinical negligence

An identified negligent:

1. act of surgery; or
2. clinical or medical procedure,
that causes death or bodily injury to **You**.



We will not cover any claim relating to:

- a. the actual or alleged failure to correctly diagnose **Your** condition; or
- b. mental illness or psychological injury that is not associated with **You** having suffered physical bodily injury.



5. Legal expenses

Please check your schedule to see if you benefit from this cover.



Insured incidents continued



5. Property protection

A civil dispute relating to material property **You** own or are responsible for (including **Your Home**), following:

1. an event which causes physical damage to such property as long as the amount in dispute is more than £100;
2. a legal nuisance. This means 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 **You** must have, or there must be **Reasonable Prospects** of establishing **You** have, the legal ownership or right to the land or personal possessions that are the subject of the dispute.



We will not cover any claim relating to:

- a. a contract entered into by **You**;
- b. any building or land other than **Your Home**;
- c. someone legally taking **Your** material property from **You**, whether **You** are offered money or not, or restrictions or controls placed on **Your** material property by any government or public or local authority;
- d. work done by, or on behalf of, any governmental or public or local authority. This does not apply to any claim for accidental physical damage;
- e. mining subsidence;
- f. adverse possession. This means the occupation of any land or building either by someone trying to take possession from **You** or of which **You** are trying to take possession;
- g. the enforcement of a covenant by or against **You**; or
- h. the defence of a claim against **You** following an event which causes physical damage to material property.
We will still cover claims made by **You** against others, or the defence of a counter-claim.



For claims arising from legal nuisance or trespass, **You** must pay the first £250 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.



5. Legal expenses

Please check your schedule to see if you benefit from this cover.



Insured incidents continued



6. Tax protection

A comprehensive examination by HM Revenue & Customs that considers all areas of **Your** self-assessment return.



We will not cover:

- a. an examination into only one or more specific areas of **Your** self-assessment return;
- b. any claim if **You** are self-employed, a sole trader or in a business partnership; or
- c. any investigation or enquiry by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.



7. Jury service and court attendance

Your absence from work to:

1. attend any court or tribunal at the request of the **Representative**; or
2. perform jury service.



We will pay up to **Your** net salary or wages for the time **You** are absent from work, less any amount the court gives **You**.



5. Legal expenses

Please check your schedule to see if you benefit from this cover.



Insured incidents continued



8. Legal defence

Costs and Expenses to defend **Your** legal rights:

1. if an event arising from **Your** work as an employee leads to:
 - a. **You** being prosecuted in a criminal court; or
 - b. civil action being taken against **You** under:
 - i. any discrimination legislation; or
 - ii. data protection legislation; or
2. if an event leads to **Your** prosecution for an offence connected with the use or driving of a motor vehicle.



We will not cover any claim relating to:

- a. parking or obstruction offences;
- b. the driving of a motor vehicle by **You** for which **You** do not have valid motor insurance; or
- c. any claim resulting from hacking (unauthorised access) or other type of cyber attack affecting stored personal data.










5. Legal expenses

Please check your schedule to see if you benefit from this cover.

What is not covered

The following exclusions apply in addition to the **General exclusions**.

We will not cover:

-  **Late notification**
 - any claim where **You** have failed to notify **DAS** of the insured incident within a reasonable time, and where:
 - Your** failure adversely affects the **Reasonable Prospects** of the claim; or
 - DAS** considers its position has been prejudiced as a result.
-  **Unapproved costs**
 - Costs and Expenses** incurred before the claim is accepted by **DAS** in writing.
-  **Fines and penalties**
 - finances, penalties, compensation or damages that a court or other authority orders **You** to pay.
-  **Unapproved legal action**
 - any action **You** take that has not been approved by **DAS** or the **Representative**, or where **You** do anything that hinders **DAS** or the **Representative**.
-  **Damage to reputation**
 - any claim relating to written or verbal remarks that damage **Your** reputation.
-  **Disputes with DAS**
 - any dispute with **DAS** or **Us**, not already dealt with by condition **10. Disagreements**.
-  **Judicial Review**
 - Costs and Expenses** arising from or relating to judicial review..



5. Legal expenses

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Conditions

Appointing a representative

1.
 - a. On receiving a claim, if legal representation is necessary, **DAS** will appoint a **Preferred Law Firm** as **Your Representative** to deal with **Your** claim. They will try to settle the claim by negotiation without having to go to court.
 - b. If:
 - i. the **Preferred Law Firm** cannot negotiate a settlement and it is necessary to go to court and legal proceedings are issued; or
 - ii. there is a conflict of interest,**You** may choose a law firm to act as **Your Representative**.
 - c. If **You** choose a **Representative** that is not a **Preferred Law Firm**, **DAS** will give **You** choice of law firm the opportunity to act on the same terms as a **Preferred Law Firm**. If they refuse to act on that basis, **We** will only pay the amount **We** would have paid to a **Preferred Law Firm**. The amount **We** will pay a law firm (where acting as the **Representative**) is currently £100 per hour. This amount may vary from time to time.
 - d. The **Representative** must co-operate with **DAS** at all times.

Co-operation and instructions

2. **You** must:
 - a. co-operate fully with **DAS** and the **Representative**; and
 - b. give the **Representative** any instructions **DAS** asks **You** to.

Offers and settlement





3.
 - a. **You** must tell **DAS** if anyone tries to settle a claim.
 - b. **You** must not negotiate or agree to a settlement without the written agreement of **DAS**.
 - c. If **You** do not accept a reasonable offer to settle a claim, **We** can refuse to pay any further **Costs and Expenses**.
 - d. **We** may decide to pay **You** the reasonable value of **Your** claim instead of starting or continuing legal action. If **We** do this, **You** must allow **DAS** to take over, pursue and settle any claim in **Your** name. **You** must allow **DAS** to pursue, at **Our** expense and for **Our** benefit, any claim for compensation against any other person. **You** must give **DAS** all the information and help it needs to do this.



5. Legal expenses

Please check your schedule to see if you benefit from this cover.

Conditions continued

-  **Costs and expenses**
4. **You** must:
- instruct the **Representative** to have **Costs and Expenses** taxed, assessed or audited if **DAS** asks for this;
 - take every step to recover **Costs and Expenses**, court attendance and jury service expenses that **We** have to pay; and
 - pay to **Us** any **Costs and Expenses** that are recovered.
-  **Dealings with the representative**
5. If:
- the **Representative** refuses to continue acting for **You** for good reason; or
 - You** dismiss the **Representative** for no good reason,
- all cover for that claim will end immediately, unless **DAS** agrees to appoint another **Representative**.
-  **Inappropriate instructions**
6. If **You**:
- settle or withdraw a claim without the agreement of **DAS**; or
 - do not give suitable instructions to the **Representative**,
- We** can withdraw cover and reclaim any **Costs and Expenses We** have paid.
-  **Expert opinion**
7. **DAS** may require **You** to get, at **Your** expense, an opinion from an expert that **DAS** considers appropriate on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between **You** and **DAS**. **We** will then pay the cost if the opinion indicates it is more likely than not that **You** will recover damages, obtain the remedy **DAS** has agreed to or make a successful defence.



5. Legal expenses

Please check your schedule to see if you benefit from this cover.

Conditions continued

Other obligations

8. **You** must:
 - a. keep to the terms of this section;
 - b. take reasonable steps to avoid claims;
 - c. take reasonable steps to avoid incurring unnecessary costs;
 - d. send everything **DAS** asks for in writing; and
 - e. report to **DAS** full and factual details of any claim as soon as possible and give **DAS** anything it needs.

Permission

9. Anyone bringing a claim under this section must have the agreement of the person named as the insured on the **Policy** schedule.

Disagreements

10. If there is a disagreement between **You** and **Us** about the handling of a claim and it is not resolved through **Our** internal complaints procedure **You** 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)

If **Your** 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 **You** 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 **You** and **Us** or may be paid by either **You** or **Us**.



5. Legal expenses

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DAS Data Protection (applying to sections 4 and 5)

To comply with data protection regulations **DAS** are committed to processing **Your** personal information fairly and transparently. This section is designed to provide a brief understanding of how **DAS** collect and use this information.

DAS may collect personal details, including **Your** name, address, date of birth, email address and, on occasion, dependent on the type of cover **You** have, sensitive information such as medical records. This is for the purpose of managing **Your** products and services, and this may include, claims handling and providing legal advice. **DAS** will only obtain **Your** personal information either directly from **You**, the third party dealing with **Your** claim or from the authorised partner who sold **You** the **Policy**.

Who DAS are

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

How we will use your information

DAS may need to send **Your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact **You** to ask for **Your** feedback, or members of the DAS UK Group. If **Your Policy** includes legal advice **DAS** may have to send the 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 **You** have, **Your** information may also be sent outside the EEA so the service provider can administer **Your** claim.

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

DAS will not disclose **Your** personal data to any other person or organisation unless **DAS** are required to by their legal and regulatory obligations. For example, **DAS** may use and share **Your** 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 the **DAS** website.



If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.ecclesiastical.com/privacypolicy or contact our Data Protection Officer at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom or on **0345 6073274** or email compliance@ecclesiastical.com.

Financial Services Compensation Scheme (FSCS)

What is the FSCS?

The Financial Services Compensation Scheme is an independent body, set up by the Government, which gives you your money back if a financial services provider cannot meet its obligations. This includes all insurance companies regulated by the FCA.

You may be entitled to compensation from the FSCS if we are unable to meet our obligations under this policy.

Please note that the FSCS can only help if we are no longer trading.

Contacting the FSCS

The FSCS can be contacted at:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London EC3A 7QU

Phone: **0207 741 4100** or **0800 678 1100**

Fax: **0207 741 4101**

Email: enquiries@fscs.org.uk

About us

This contract of insurance is underwritten by Ecclesiastical Insurance Office plc.

Our FCA register number is 113848

Our permitted business is general insurance

You can check our details on the FCA Register at any time by visiting the FCA's website:

www.fca.org.uk/register

or by contacting the FCA on 0800 111 6768

