



Group Legal Protection

Policy No. TT2/3678673

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Claims helpline:	0117 934 0553
Advice helpline:	0117 934 0553
Counselling helpline:	0117 934 2121
Complaints:	0117 934 0066



Welcome to Group Legal Protection

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

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

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

How we can help

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

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

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

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

When we cannot help

We will not be able to help if **we** think there is little chance of winning the case. **Insured persons** should not ask for help from a solicitor or accountant before **we** have agreed. If they do, **we** will not pay the costs involved.

Problems

We will always try to give you a quality service. If you think **we** have let you down, please write to **our** Customer Relations Department at **our** Head Office address shown below. Or you can phone **us** on 0117 934 0066 or email **us** at customerrelations@das.co.uk

Details of **our** internal complaint handling procedures are available on request.

Our Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales, number 103274. Website: www.das.co.uk

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

Their website is at www.financial-ombudsman.org.uk.

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

This is your Group Legal Protection Policy

- 1 This policy, the policy schedule and any endorsement shall be considered as one document.
The proposal or any information supplied by **the policyholder** shall be incorporated in the contract.
- 2 This policy will cover the **insured person**. **We** agree to provide the insurance in this policy as long as:
 - (a) the premium has been paid; and
 - (b) the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
 - (c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
 - (d) for civil claims it is always more likely than not that the **insured person** will recover damages (or other legal remedy which **we** have agreed to) or make a successful defence.
- 3 For all **insured incidents**, **we** will help in appealing or defending an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.
- 4 If a **representative** is used, **we** will pay the **costs and expenses** incurred for this.
- 5 The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £25,000.



The meaning of words in this policy

1 (a) **Aspect enquiry**

An examination by HM Revenue & Customs which considers one or more specific aspects of the **insured person's** self assessment tax return.

(b) **Tax intervention enquiry**

An examination by HM Revenue & Customs to measure the level of compliance in the **insured person's** financial accounting records to highlight areas where errors have or may occur.

2 **Costs and expenses**

(a) **Legal Costs**

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

(b) **Accountant's costs**

A reasonable amount in respect of all costs reasonably incurred by the **representative**.

3 **Date of occurrence**

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

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

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

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

4 **Full enquiry**

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

5 **Insured person**

The employees or members of **the policyholder** declared to **us**.

6 **Period of insurance**

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

7 **The policyholder**

As shown in the policy schedule.

8 Representative

The lawyer, accountant or other suitably qualified person, who has been appointed to act for the **insured person** in accordance with the terms of this policy.

9 Territorial limit

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

10 We, us, our

DAS Legal Expenses Insurance Company Limited.

Insured incidents we will cover

1 TAX PROTECTION

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

Provided that

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

What is not covered

- (1) In respect of **aspect enquiries** the first £100 of **costs and expenses** in each and every claim.
- (2) Any **insured incident** arising from any investigation or enquiries into alleged dishonesty or alleged criminal offences.



2 COMMERCIAL TAXATION DISPUTES

(1) Full or Aspect enquiries

We will negotiate on behalf of the **insured person** in respect of a **full enquiry** and/or **aspect enquiry** and represent them in any subsequent appeal proceedings.

(2) Tax intervention enquiries

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

(3) Employers' compliance

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

(4) VAT disputes

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

Provided that

- (1) For all **insured incidents**, the **insured person** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time periods allowed.
- (2) We will not pay more than £2,000 for claims in respect of **aspect enquiries** or **tax intervention enquiries**.

What is not covered

- (1) In respect of **aspect enquiries** and **tax intervention enquiries** the first £200 of **costs and expenses** in each and every claim.
- (2) Any **insured incident** arising from a tax avoidance scheme.
- (3) Any **insured incident** caused by the failure of the **insured person** to register for Value Added Tax.
- (4) Any **insured incident** arising from any investigations or enquiries by the HM Revenue & Customs Special Investigation Section or Special Civil Investigations or the Revenue & Customs Prosecution Office.
- (5) Any **insured incident** arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

What is not covered by this policy

- 1 A claim where the **insured person** has failed to notify **us** of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence.
- 2 An incident or matter arising before the start of this policy.
- 3 **Costs and expenses** incurred before **our** written acceptance of a claim.
- 4 Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority.
- 5 A claim intentionally brought about by the **insured person**.
- 6 A claim relating to written or verbal remarks which damage the **insured person's** reputation.
- 7 A dispute with **us** not otherwise dealt with under Condition 8.
- 8 An application for judicial review.
- 9 A legal action that the **insured person** takes which **we** or the **representative** have not agreed to or where the **insured person** does anything that hinders **us** or the **representative**.
- 10 Any claim caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 11 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.
- 12 Apart from **us**, the **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this policy in relation to any third party rights or interest.



Conditions which apply to the whole policy

- 1 **The policyholder** must:
 - (a) keep to the terms and conditions of this policy;
 - (b) notify **us** immediately of any alteration which may materially affect **our** assessment of the risk.
- 2 The **insured person** must:
 - (a) keep to the terms and conditions of this policy;
 - (b) take reasonable steps to keep any amount **we** have to pay as low as possible;
 - (c) try to prevent anything happening that may cause a claim;
 - (d) send everything **we** ask for, in writing;
 - (e) give **us** full details of any claim as soon as possible and give **us** any information **we** need.
- 3
 - (a) **We** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.
We can negotiate any claim on behalf of the **insured person**.
 - (b) The **insured person** is free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:
 - (i) **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of the **insured person** in those proceedings; or
 - (ii) there is a conflict of interest.
 - (c) In all circumstances except those in 3(b) above, **we** are free to choose a **representative**.
 - (d) A **representative** will be appointed by **us** to represent the **insured person** according to **our** standard terms of appointment, which may include a 'no-win, no-fee' agreement. The **representative** must co-operate fully with **us** at all times.
 - (e) **We** will have direct contact with the **representative**.
 - (f) The **insured person** must co-operate fully with **us** and the **representative** and must keep **us** up-to-date with the progress of the claim.
 - (g) The **insured person** must give the **representative** any instructions that **we** ask for.
- 4
 - (a) The **insured person** must tell **us** if anyone offers to settle a claim.
 - (b) If the **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
 - (c) The **insured person** must not negotiate or agree to settle a claim without **our** approval.
 - (d) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.

- 5 (a) The **insured person** must tell the **representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
- (b) The **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.
- 6 If a **representative** refuses to continue acting for the **insured person** with good reason, or if the **insured person** dismisses a **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
- 7 If the **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**.
- 8 If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help.
- 9 **We** may at **our** discretion require the **insured person** to obtain, at the **insured person's** expense, an opinion from a barrister chosen by the **insured person** and **us** as to the merits of a claim or proceedings. If the barrister's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **us**.
- 10 **We** can cancel this policy at any time as long as **we** tell **the policyholder** at least 14 days beforehand. **The policyholder** can cancel this policy at any time as long as **we** are told at least 14 days beforehand.
- 11 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
- 12 This policy will be governed by English law.
- 13 All Acts of Parliament within the policy wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.



Chief Executive Officer



Helpline services

We provide these services 24 hours a day, seven days a week during the period of insurance.

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

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

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

EUROLAW LEGAL ADVICE SERVICE

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

GROUP ASSISTANCE SERVICES

Tax Advice

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

Health and Medical Information Service

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

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

COUNSELLING

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

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

Helpline services

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

DOMESTIC HELP

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

VETERINARY HELP

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

CHILDCARE HELP*

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

HOME HELP*

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

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

We will not accept responsibility if the Helpline Services fail for reasons beyond our control.

Agent's address

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