

Family Legal Expenses Insurance



FIRST FOR JUSTICE

Insurance Product Information Document

Company: DAS Legal Expenses Insurance Company Ltd

Product: Family Classic – Channel Islands

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. Registered in England and Wales.



This document is a summary of the insurance cover and restrictions.

Please refer to your policy documentation for full details of your cover and the terms and conditions.

What is this type of insurance?

Family Legal Expenses Insurance provides you and your family with access to telephone legal advice, along with insurance cover for legal costs and expenses should you experience one of the legal problems covered by this policy.



What is insured?

Employment

- ✓ Disputes relating to your employment contract

Contract

Disputes over:

- ✓ Buying or selling goods
- ✓ Purchasing services

Personal Injury

- ✓ Sudden or specific accidents causing your death or bodily injury

Clinical Negligence

- ✓ A negligent surgical act, or clinical or medical procedure causing your death or bodily injury

Property Protection

Disputes relating to your main home or personal possessions following:

- ✓ Someone causing damage to them
- ✓ Legal nuisance or trespass or equivalent action under local law

Tax Protection

- ✓ If HM Revenue & Customs, the Comptroller of Taxes in Jersey, the Director of Income Tax in Guernsey or other relevant tax authority conducts an examination which includes all areas of your personal tax return

Jury Service & Court Attendance

- ✓ Payment of your salary while you attend a court or tribunal at the request of the lawyer we have appointed for you or do jury service

Legal Defence

- ✓ Defence for criminal prosecutions or certain civil actions against you as an employee

Identity Theft

- ✓ Help and advice to reclaim your identity, including administrative costs or legal representation if needed

Telephone Helplines

- ✓ Legal advice
- ✓ Tax advice
- ✓ Health and medical information
- ✓ Counselling service
- ✓ Identity theft support



What is not insured?

- ✗ Claims where the lawyer we appoint for you does not believe you will be more likely than not to win your case
- ✗ Costs you incur before we have agreed to cover your claim
- ✗ Legal problems that started before the date your cover begins
- ✗ Costs which exceed your policy limit of £50,000 for any one claim
- ✗ Fines, penalties, compensation or damages you are ordered to pay by a court or other authority
- ✗ If we agree you can choose your own lawyer, any costs above what we would have paid our preferred lawyers – this is currently £100 per hour (this amount may vary from time to time)



Are there any restrictions on cover?

You are not covered for:

- ! The use of your own lawyer. We will appoint a preferred lawyer or other professional for you. You may choose your own lawyer when legal proceedings start or if there is a conflict of interest
- ! **Employment** claims relating to an employer's disciplinary and internal grievance procedures or settlement agreements while you're still employed
- ! **Contract** claims:
 - where the amount in dispute is £250 or less incl. VAT or GST
 - which arise from a loan, mortgage, pension, investment or borrowing
 - relating to building work or design where the contract value exceeds £5,000 incl. VAT or GST
 - relating to a motor vehicle
 - where you haven't entered into the agreement in a personal capacity or during the period of cover provided by this policy
- ! **Personal injury** claims relating to an illness or injury that happens gradually or those solely for psychological injury or mental illness
- ! **Clinical negligence** claims relating to an alleged failure to correctly diagnose a condition or those solely for psychological injury or mental illness
- ! **Property protection** claims relating to damage where the amount in dispute is £250 or less, and the first £250 of any claim for legal nuisance or trespass or equivalent action under local law
- ! **Tax protection** claims:
 - where you are self-employed, a sole trader or in a business partnership
 - relating to criminal investigations
- ! **Jury service** claims where you are unable to prove your loss
- ! **Legal defence** claims relating to you driving a motor vehicle



Where am I covered?

- ✓ For Contract Disputes and Personal Injury claims, 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
- ✓ For all other insured incidents, the United Kingdom of Great Britain & Northern Ireland, the Isle of Man and the Channel Islands



What are my obligations?

It is your responsibility to:

- Co-operate fully with us and the lawyer or other professional we appoint for you
- Give the lawyer or other professional we appoint for you any instructions that we ask you to
- Keep to the terms and conditions of this policy
- Take reasonable steps to avoid and prevent claims and avoid incurring unnecessary costs
- Send everything we ask for, in writing
- Report to us full and factual details of any claim as soon as possible and give us any information we need



When and how do I pay?

Payment options will be subject to the agreement between you and the person who is selling you this policy.



When does the cover start and end?

This cover will last for one year and the dates of cover will be included in your policy documentation. If in any doubt, please speak to the person who sold you this policy.



How do I cancel the contract?

You can cancel this policy by telling us within the cooling off period which lasts for 14 days after taking it out. After the cooling off period you may also cancel this policy by providing 14 days' notice. 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.