

# PROPERTY LET POLICY WORDING

RENT PROTECTION, REPOSSESSION,  
PROPERTY DAMAGE, EVICTION OF SQUATTERS,  
RENT RECOVERY AND CONTRACT DISPUTES

## HELPLINE SERVICE

**You** can contact **our** UK-based call centre for legal advice 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.

To get help from **DAS** for any of the below services, phone **us** on **01179 340 404** and tell **us** **your** policy number.

### LEGAL ADVICE SERVICE

Advice can be provided on any commercial legal problem affecting **your** business, including any legal problem affecting the **property**, 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.

**We** will not accept responsibility if the helpline service is unavailable for reasons **we** cannot control.

## DAS BUSINESSLAW

**You** have access to **DAS Businesslaw** as part of **your** policy. DAS Businesslaw is an online resource that provides vital business and legal support. It contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help **you** stay on top of managing **your** properties, as well as helping **you** to manage **your** exposure to legal risk.

Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) and use the following voucher code to sign up:  
**DASBRES100**

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## THE MEANING OF WORDS IN THIS POLICY

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

appointed legal representative	The <b>preferred law firm</b> , law firm, other suitably qualified person <b>we</b> will appoint to act on <b>your</b> behalf.
costs and expenses	<p>(a) All reasonable, proportionate and necessary costs charged by the <b>appointed legal representative</b> and agreed by <b>us</b> in accordance with the <b>DAS Standard Terms of Appointment</b>.</p> <p>(b) The costs incurred by opponents in civil cases if <b>you</b> have to pay them, or <b>you</b> pay them with <b>our</b> agreement.</p> <p>(c) The costs incurred by opponents in civil cases if the landlord of the <b>property</b> has to pay them, or if the landlord pays them with <b>our</b> agreement, where the claim is brought in the name of the landlord instead of in <b>your</b> name.</p>
countries covered	The United Kingdom of Great Britain and Northern Ireland.
DAS Standard Terms of Appointment	The terms and conditions (including the amount <b>we</b> will pay to an <b>appointed legal representative</b> ) 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 <b>your</b> behalf the amount <b>we</b> will pay is currently £100 per hour. This amount may vary from time to time.
date of occurrence	<p>(a) For civil cases (except under insured incident <b>1 Rent protection</b>) the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, then the <b>date of occurrence</b> is the date of the first of these events. (This is the date the event happened, which may be before the date <b>you</b> first became aware of it.)</p> <p>(b) For insured incident <b>1 Rent protection</b>, the first date that any of the rent due under the terms of the tenancy agreement (or any other amount agreed between the landlord and the tenant) is not paid, unless this event and any other event leading to a claim have arisen from the same originating cause, in which case the <b>date of occurrence</b> will be the first of these events.</p>

Goodlord	Goodlord Protect Limited.
period of insurance	The period for which <b>we</b> have agreed to cover <b>you</b> and for which <b>we</b> have accepted the premium.
preferred law firm	A law firm, barrister or tax expert <b>we</b> choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with <b>your</b> claim and must comply with <b>our</b> agreed service standard levels, which <b>we</b> audit regularly. They are appointed according to the <b>DAS Standard Terms of Appointment</b> .
property	<p>The <b>property you</b> specified as the rental address insured under this policy, used for residential purposes only, and let under:</p> <ul style="list-style-type: none"> <li>(a) an assured shorthold tenancy or assured tenancy under the Housing Act 1988; or</li> <li>(b) a standard contract under the Renting Homes (Wales) Act 2016; or</li> <li>(c) an assured tenancy or short assured tenancy under the Housing (Scotland) Act 1988; or</li> <li>(d) a private residential tenancy under the Private Housing (Tenancies) (Scotland) Act 2016; or</li> <li>(e) a Company Residential tenancy (company let) created after 28th February 1997 where the tenant is a Private Limited Company (Ltd), a Public Limited Company (Plc) or a Limited Liability Partnership (LLP); or</li> <li>(f) a private residential tenancy to which the Private Tenancies (Northern Ireland) Order 2006 applies; or</li> <li>(g) any equivalent or future amending legislation applying to this definition.</li> </ul>
reasonable prospects	The prospects that <b>you</b> will recover losses or damages (or obtain any other legal remedy that <b>we</b> have agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%. A <b>preferred law firm</b> on <b>our</b> behalf, will assess whether there are <b>reasonable prospects</b> . For appeals the prospects of a successful outcome must be at least 51%.

rent arrears

Unpaid rent that is owed to **you** under the tenancy agreement applying to the **property**, where **we** have accepted **your** claim under insured incident **2 Repossession**.

we, us, our, DAS

DAS Legal Expenses Insurance Company Ltd.

you, your

The letting agent that has taken out this policy.

## WELCOME TO DAS

Thank **you** for purchasing this **DAS** Property Let Legal Protection policy. **You** are 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 and additional services under **your** policy.

To make sure **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**. If **you** have any questions or would like more information, please contact **Goodlord**. Please follow the procedures throughout the policy, and in particular, the claim reporting conditions applying to insured incidents **1 Rent protection** and **2 Repossession**.

## REPORTING A CLAIM

Please do not ask for help from a lawyer 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.

To make a claim under **your** policy, please complete a claim form on the **Goodlord** platform. If **you** have any difficulties please telephone **us** on **01179 340 404**.

Please note that all claims must be notified in this way and within 180 days of the date **you** should have known about the insured incident (other than for claims under insured incident **1 Rent protection** – please see below).

For claims under insured incident **1 Rent protection** please complete the form on the **Goodlord** platform, as described above, if any part of **your** rent is still unpaid 30 days after the date it was first due.

- 1** If **you** notify **us** of **your** claim within 45 days of the first date that the full rent due under the tenancy agreement is not paid, **we** will pay **your rent arrears**; but
- 2** If **you** notify **us** of **your** claim more than 45 days (but no more than 90 days) after the first date that the full rent due under the tenancy agreement is not paid, **we** will pay **your rent arrears** less than an amount equivalent to the first month's **rent arrears**.

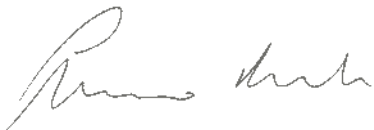
**We** will not pay claims for **rent arrears** notified more than 90 days after the first date that any rent due under the tenancy agreement is not paid.

**Rent arrears** will be paid only if **we** have accepted a claim under insured incident **2 Repossession**.



The date of notification for all claims will be the date that **we** have the full documentation **we** require to review **your** claim.

This includes a completed claim form on the **Goodlord** platform and providing the information relating to the tenancy, such as the tenancy agreement(s), tenant references and rent schedules.



Andrew Burke  
Chief Executive Officer, DAS Group

## 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** in respect of any insured incident shown as operative in the policy schedule and arising in connection with the **property**, 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**
- 3 any legal proceedings, or any other proceeding to resolve the insured incident will be dealt with by a court, or other body which **we** agree to, in the **countries covered**; and
- 4 the insured incident happens within the **countries covered**.

## WHAT WE WILL PAY

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 **rent arrears** claims is £100,000.

- 1 In respect of insured incident 1 **Rent protection**, **we** will pay **rent arrears**, monthly in arrears, subject to the parameters set out under insured incident 1 **Rent protection**, provided the rent due to **you** under the terms of the tenancy agreement is overdue by a sum equivalent to a full month's rent and **we** have accepted a claim under insured incident 2 **Repossession**.

The amount **we** will pay in **rent arrears** will be calculated from either:

- (i) the date the rent was due under the terms of the tenancy agreement, provided the claim is reported to **us** within 45 days of the **date of occurrence**, or
- (ii) the date the rent was due under the terms of the tenancy agreement, less the first month's **rent arrears** if the claim is reported to **us** more than 45 days (but no more than 90 days) from the **date of occurrence**.

**We** will not pay any **rent arrears** reported to **us** more than 90 days from the **date of occurrence**.

- 2 In respect of all other insured incidents, **we** will pay an **appointed legal representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, provided that:
  - (i) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. 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
  - (ii) 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
  - (iii) 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, and
  - (iv) 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.
- 3 Where a legal action under this policy is brought in the name of the landlord of the **property** instead of in **your** name:
  - (i) **you** must ensure that **you** have the landlord's authorisation in writing, in advance; and
  - (ii) the **costs and expenses** mentioned in this policy include **costs and expenses** incurred in the name of the landlord in connection with such legal action.

## 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**, **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 Any claim for **rent arrears** that is notified to **us** more than 90 days after the rent was first due under the tenancy agreement.
- 4 Any claim, other than under insured incident **1 Rent protection**, that is notified to **us** more than 180 days after the date **you** should have known about the insured incident.

## YOUR COVER - INSURED INCIDENTS

### 1 Rent protection

We will:

- (a) pay **your rent arrears** while **your** tenant or ex-tenant still occupies the **property** up to a maximum of 15 months for any one claim;
- (b) after vacant possession has been obtained, pay 75% of **your rent arrears** for a maximum of two months or until the **property** is re-let; whichever happens first.

*Provided that in both (a) and (b) you have:*

- (i) obtained a pass or conditional pass tenant reference for each new tenant and each new guarantor from **Goodlord** or an equivalent pass from a preferred supplier that has been pre-approved by **DAS**; and
- (ii) a detailed inventory of the contents and condition of the **property** (with supporting photographs) which the tenant has signed; and
- (iii) kept clear and up to date rental records;

*and provided that we have accepted your claim under 2 Repossession. We will pay **rent arrears** only if it is always more likely than not that **your** claim for repossession of the **property** will succeed.*

#### **Please note that**

*If **you** receive payment or part payment of **rent arrears** from the tenant at any time following the notification of a claim, **we** must be notified. Any part payments received must be applied against the earliest **rent arrears**. If **we** have already made a payment in respect of **rent arrears** **you** must repay the sum received to **us** immediately.*

### What is not covered under 1 Rent protection:

- (a) any claim for **rent arrears** which accrue during a period where any legislation, government or court guidance, court systems or court rules result in:
  - (i) any or part of the possession proceedings relating to the **property** being halted or delayed; or where
  - (ii) any court action for possession of the **property** is prevented from being started;
- (b) any **rent arrears** or any rent deferred prior to the start of this policy, and any reduction in rent agreed at any time;
- (c) **rent arrears** once the **property** is re-let;
- (d) the first month's **rent arrears** if **your rent arrears** claim is notified to **us** more than 45 days (but no more than 90 days) from the **date of occurrence**;
- (e) any claim for **rent arrears** notified to **us** more than 90 days after the **date of occurrence**. (However, a claim may still be made under insured incident **2 Repossession** provided it is notified to **us** within 180 days of the **date of occurrence**.)

## 2 Repossession

**Costs and expenses** to obtain possession of the **property**.

*Provided that if necessary, **we** will issue the appropriate statutory and contractual notices on **your** tenant on **your** behalf, to evict the tenant from the **property**.*

### What is not covered under 2 Repossession:

Any claim for **Repossession** where **you** haven't protected the tenant's deposit in accordance with the relevant housing legislation (unless the deposit has been protected under a deposit protection insurance scheme).

### 3 Property damage

**Costs and expenses** for pursuing a civil dispute relating to the **property** following an event caused by the tenant which causes physical damage to the **property**.

*Please note that the amount in dispute must be more than £1,000.*

#### What is not covered under 3 Property damage:

Any claim relating to everyday maintenance of the **property** for which the tenant is not liable under the tenancy agreement, for example general wear and tear.

### 4 Eviction of squatters

**Costs and expenses** to evict anyone who is not **your** tenant or ex-tenant from the **property** and who has not got **your** permission to be there.

*Please note, for England, Wales and Scotland squatting in residential properties is a criminal offence and therefore please contact the police in the first instance.*

### 5 Rent recovery

**Costs and expenses** to recover rent owed by **your** tenant for the **property** if it has been overdue for at least one calendar month.

*Provided that:*

- (i) If **you** accept payment (or part payment) of **rent arrears** from the tenant of the **property**, **you** must be able to provide proof that **you** have warned the tenant that it does not prevent **you** taking further action against them under this policy.
- (ii) Where the tenant is a limited company, **you** must first seek advice from the **appointed legal representative** before accepting payment of **rent arrears**.

#### What is not covered under 5 Rent recovery:

Any claim for **Rent recovery** where **you** haven't protected the tenant's deposit in accordance with the relevant housing legislation (unless the deposit has been protected under a deposit protection insurance scheme).

## 6 Contract disputes

**Costs and expenses** for a dispute with a party **you** have a direct contractual relationship with arising from an agreement or an alleged agreement, which **you** have entered into for buying or hiring in any goods or services in relation to the **property**.

*Please note that:*

- (i) **you** must have entered into the agreement or alleged agreement during the **period of insurance**, and*
- (ii) the amount in dispute must be more than £100 (including VAT).*

### What is not covered under 6 Contract disputes:

A claim relating to:

- 1 a dispute relating to an insurance policy, other than where **your** insurer refuses **your** claim.
- 2 a dispute with the landlord or the tenant of the **property**.

## GENERAL 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 Claims within the first 60 days of the insurance

Any dispute where the **date of occurrence** is within the first 60 days of the first **period of insurance** if the tenancy agreement started more than 7 days before the inception date of this insurance.

### 3 Costs we have not agreed

Any **costs and expenses** or **rent arrears** incurred before **our** expressed acceptance.

### 4 Court awards and fines

Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.

### 5 Legal action we have not agreed

Legal action **you** take, which **we** or the **appointed legal representative** have not agreed to, or where **you** do anything that hinders **us** or the **appointed legal representative**.

### 6 Rent reviews and controls

A claim relating to registering rents, reviewing rents, rent control, buying the freehold of the **property** or any matter that relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers.

### 7 A dispute with DAS

Any claim under this policy for a dispute with **us** or **Goodlord**. For disagreements with **us** about the handling of a claim refer to Policy condition 8.

### 8 Judicial review

**Costs and expenses** arising from or relating to judicial review.



## 9 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 in the Terrorism Act 2000;
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

## 10 Wilful acts

Any wilful act or omission of **yours** deliberately intended to cause a claim under this policy.

## 11 Litigant in person

Any claim where **you** are not represented by a law firm or barrister.

## 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.

## POLICY CONDITIONS

### 1 Your representation

- (a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm** as **your appointed legal 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** 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 legal representative**. **We** will choose the **appointed legal representative** to represent **you** in any proceedings where **we** are liable to pay **rent arrears**.
- (c) If **you** choose a law firm as **your appointed legal representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. 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 legal representative** must cooperate with **us** at all times and must keep **us** up to date with the progress of the claim.

### 2 Your responsibilities

**You** must:

- (a) cooperate fully with **us** and the **appointed legal representative**, and ensure the landlord of the **property** provides all assistance as may be required by **us** or the **appointed legal representative** in progressing a claim;
- (b) give or arrange for the landlord of the **property** to give the **appointed legal representative** any instructions that **we** ask **you** to.

### 3 Offers to settle a claim

- (a) **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to any settlement without **our** expressed consent.
- (b) If **you** do not accept a reasonable offer to settle a claim, **we** will not pay further **costs and expenses**.
- (c) **We** may decide to pay **you** the reasonable value of **your** claim instead of starting or continuing legal action. In these circumstances, **you** must allow **us** to take over and pursue or settle any claim in **your** name. **You** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.

### 4 Assessing and recovering costs and payments

- (a) **You** must instruct the **appointed legal representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
- (b) **You** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any amounts that are recovered.
- (c) If **we** make any payment in respect of a claim, **we** have the right to subrogate all of **your** rights of recovery and **you** must allow **us** to pursue or settle a claim in **your** name, at **our** own expense and for **our** benefit. **You** must give **us** all relevant information and help **we** need to do so.

### 5 Cancelling an appointed legal representative's appointment

If the **appointed legal representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed legal representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed legal representative**.

### 6 Withdrawing cover

- (a) If **you** settle a claim or withdraw **your** claim without **our** agreement, or do not give suitable instructions to the **appointed legal 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** that **we** have agreed to, up to the date cover was withdrawn.

## 7 Expert opinion

If there is a disagreement between **you** and **us** on the merits of the claim or proceedings, or on a legal principle, **we** may suggest that **you** obtain at **your** 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 **you** 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 **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence. This does not affect **your** rights under Condition 8.

## 8 Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through **our** internal complaints procedure, the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (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 jointly agreed barrister, solicitor or other suitably qualified person. 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 parties or one party may pay all the costs.

## 9 Keeping to the policy terms

**You** 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 exhaust all other remedies to resolve **your** dispute;
- (d) take reasonable steps to avoid incurring unnecessary costs;
- (e) send everything **we** ask for in writing; and
- (f) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

## 10 Cancelling this 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 **you** have 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** is part of **DAS** Legal Expenses Insurance Company Limited which 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 registration 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 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:

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 you a high quality service. If you think **we** have let you down, you can contact **us** by:

- phoning **0344 893 9013**
- emailing **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**

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

If you are not happy with the complaint outcome or if **we** have been unable to respond to your complaint within 8 weeks, you may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. (Details available from **www.financial-ombudsman.org.uk**)

You 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**
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website: **www.financial-ombudsman.org.uk**

Using this service does not affect **your** right to take legal action.

## ABOUT DAS

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.

### Financial Services Compensation Scheme (FSCS)

**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)

