



YOUR Accident
Assistance & Legal
Protection Policy

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Policy Summary

This is a summary of Your Motor Legal Expenses Policy. It does not contain the full terms and conditions which can be found in Your Policy Wording.

Accident assistance provides recovery and repair services. We can recover your vehicle if it is immobilised or unsafe to drive after an accident. If your vehicle is comprehensively insured, or if the accident was not your fault, we can arrange and manage repairs to your vehicle. In these circumstances, we can also arrange to supply you with a courtesy vehicle. (If the accident was not your fault we will arrange to supply you with a replacement hire vehicle whether we are managing repairs to your vehicle or not.)

Your cover will be valid for one year. Please note that 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.

Your accident assistance & legal protection policy is a legal expenses insurance contract which helps you to recover uninsured losses and costs from the person responsible following a motor accident and provides a replacement hire vehicle.

Significant Features and Benefits	Significant Exclusions Or Limitations	For more details see the following sections within your policy wording
<p>We will resolve an insured legal problem, either ourselves or through external lawyers and other experts that we will appoint.</p> <p>We will appoint our preferred choice of law firm to deal with your claim and will pay their costs and expenses, which include opponents' costs</p>	<p>There are reasonable prospects of success for the duration of the claim.</p> <p>External costs are limited to £100,000.</p> <p>If you want to use your choice of law firm, any costs they incur above what we would have paid our preferred law firm (currently £100 per hour) will be your responsibility. We will not pay them.</p> <p>Costs incurred before we have accepted a claim.</p> <p>Unless we agree to start legal proceedings or there is a conflict of interest, we are free to choose the representative who will help you</p>	<p>Legal Protection: Our Agreement</p> <p>Legal Protection: Our Agreement</p> <p>1 Uninsured Loss Recovery: What is Covered (i); and What is Not Covered</p> <p>Policy Exclusions</p> <p>Policy Conditions 1 (a) and (b)</p>

Uninsured loss recovery and personal injury

Significant Features And Benefits	Significant Exclusions Or Limitations	For more details see the following sections within your policy wording
<p>We, or if we agree it is necessary, external lawyers that we will appoint, will negotiate to recover uninsured losses and costs following an event which:</p> <p>(a) causes damage to your vehicle or to personal property in it; or</p> <p>(b) injures or causes the death of you or your passengers.</p>	<p>It must be more likely than not that the insured person will recover damages.</p> <p>Anyone claiming must be in or on your vehicle with your permission when the damage and/or injury is caused.</p> <p>Your vehicle being used by anyone, with your permission, who does not have valid motor insurance.</p>	<p>Legal Protection: Our Agreement 1</p> <p>The meaning of words in this policy: Insured Person 1 Uninsured Loss Recovery and Motor Prosecution Defence: What is Covered (a) and (b)</p> <p>Policy Exclusions 6</p>

Motor prosecution defence

Significant Features And Benefits	Significant Exclusions Or Limitations	For more details see the following sections within your policy wording
<p>We will defend an insured person's legal rights if they are prosecuted for a motoring offence in connection with the use or ownership of the insured vehicle</p>	<p>We will not cover parking or obstruction offences, insurance offences or challenging a fixed penalty notice.</p>	<p>Uninsured Loss Recovery and Motor Prosecution Defence: What is covered and what is not covered</p>

Vehicle recovery

Significant Features And Benefits	Significant Exclusions Or Limitations	For more details see the following sections within your policy wording
<p>We will provide a free recovery service if your vehicle needs to be repaired and is insured comprehensively.</p> <p>In other circumstances we can recover your vehicle at your request, although you will be responsible for paying the recovery costs.</p>	<p>This service is available on the mainland of England, Wales and Scotland only.</p>	<p>Accident Assistance</p>

Vehicle repair

Significant Features And Benefits	Significant Exclusions Or Limitations	For more details see the following sections within your policy wording
<p>We can arrange and manage repairs to your vehicle if it is insured comprehensively or if the accident was not your fault.</p> <p>Where a replacement hire vehicle is not provided (please see Replacement hire vehicle), and we are managing the repairs to the comprehensively insured vehicle, we can provide you with a courtesy vehicle regardless of who was at fault for the accident.</p>	<p>This service is available on the mainland of England, Wales and Scotland only.</p>	<p>Accident Assistance</p>

Replacement vehicle hire

Significant Features And Benefits	Significant Exclusions Or Limitations	For more details see the following sections within your policy wording
<p>We can arrange to supply you with a replacement hire vehicle following an accident involving your vehicle and another vehicle.</p>	<p>This service is available in England and, Wales, on the mainland of Scotland and Northern Ireland, and the Isle of Man, Jersey and Guernsey.</p> <p>Replacement vehicle hire costs are payable only if the accident was entirely the other person's fault and your vehicle cannot be driven.</p> <p>We will choose the vehicle hire company and the type of vehicle to be hired.</p> <p>We will decide how long a vehicle can be hired for.</p> <p>You must tell us as soon as the insured vehicle becomes available for you to drive again.</p> <p>A replacement hire vehicle will only be provided if you meet the age and licensing rules of the vehicle hire company we choose and you must follow any terms and conditions of hire.</p> <p>We are unable to provide a replacement hire vehicle if the driver at fault cannot be identified or traced.</p>	<p>How we can help</p> <p>Replacement Hire Vehicle, What is Covered (a) and (b)</p> <p>2 Replacement Hire Vehicle, What is Covered (ii)</p> <p>2 Replacement Hire Vehicle, What is Covered (iii)</p> <p>2 Replacement Hire Vehicle What is Covered (iv)</p> <p>2 Replacement Hire Vehicle, What is Covered (v)</p> <p>2 Replacement Hire Vehicle, What is Not Covered</p>

Motor contract disputes

Significant Features And Benefits	Significant Exclusions Or Limitations	For more details see the following sections within your policy wording
<p>We will negotiate for the insured person legal rights in a contractual dispute arising from an agreement which the insured has entered into for:</p> <ul style="list-style-type: none">(i) the purchase, sale, hire or insuring of the insured vehicle or its spare parts or accessories;(ii) the service, repair or testing of the insured vehicle; <p>The insured must have entered into the agreement during the period of insurance and the amount in dispute must exceed £100</p>	<p>(a) the settlement payable under an insurance policy (we will cover a dispute if your insurer refuses your claim, but not for a dispute over the amount of the claim).</p>	<p>2 Motor Contract Disputes</p>

Getting you to your destination

Significant Features And Benefits	Significant Exclusions Or Limitations	For more details see the following sections within your policy wording
<p>We will pay either:</p> <p>(a) to transport your vehicle, or you and your passengers, or both to a destination(s); or</p> <p>(b) to transport you and your passengers to a hotel and reimburse the cost of your overnight hotel accommodation</p>	<p>You and your passengers must all go to the same destination.</p> <p>You will have to pay the hotel bill and claim reimbursement under your policy. The most you can be reimbursed is £50 per person, per night for accommodation. The most you can claim for the cost of your transport to the hotel and your accommodation is £500 for any one accident, theft, attempted theft, fire, or vandalism. You must send all receipts in support of your claim. DAS will decide how best to help you.</p>	<p>Accident Assistance</p> <p>4 Getting To Your Destination</p> <p>Conditions (i) & (ii)</p>
<p>Pre-Payment of your motor insurance policy excess</p> <p>If we arrange a replacement hire vehicle and manage repairs to your vehicle, we can arrange to pay your policy excess under your comprehensive motor insurance policy.</p>	<p>You must agree to DAS pursuing the value of the excess as part of your claim for uninsured losses.</p> <p>You may be required to sign an agreement</p> <p>You must reimburse us the amount of any excess that we have paid on your behalf but have been unable to recover.</p>	<p>Accident Assistance</p> <p>3 Payment Of Your Motor Insurance Policy Excess.</p>
<p>Legal advice Service</p> <p>Advice on personal motoring legal problems under UK and EU law. Available 24hours, seven days a week.</p>	<p>Calls for advice in countries outside of England and wales are available 9am-5pm, Monday to Friday, excluding public and bank holidays.</p>	<p>Legal Advice Service</p>

Countries Covered

For legal protection: UK, EU member states and other specific European nations as stated in the policy wording. (see **The meaning of words in this policy: Countries Covered** in the policy wording for more information).

Claims Procedure

If you wish to make a claim, please telephone our claims helpline on **0800 783 6066** as soon as possible.

The telephone line is available 24 hours a day, seven days a week. The Motor Claims Centre is available 8am-8pm, Monday to Friday, 8am-5pm Saturday and 9am-5pm on bank holidays (excluding Christmas Day and New Year's Day). If you call outside these times we will take details of your claim and call you back.

Legal advice service

Call **0344 893 9027**

We will provide an insured person with confidential legal advice over the phone on any motoring issue, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Cancellation

If you wish to cancel your cover call eBike on 0333 005 2451.

You can cancel this policy by contacting eBike within 14 days of taking it out, or at any time afterwards as long as you tell us at least 14 days beforehand.

We or eBike may cancel this policy only if there is a good reason for doing so and we tell you at least 14 days beforehand.

Some examples of the reasons we or eBike may cancel are where you:

- have not paid your premium; or
- provided **us** with incorrect information; or
- changed your address during the policy to one eBike cannot cover; or
- changed your vehicle or circumstances during the policy to one eBike can no longer cover.

It is important to note that charges may apply and full details are contained within the eBike terms of business.

Complaints Procedure

We always aim to give you a high quality service. If you think we have let you down, please write to our Customer Relations Department at our DAS Head Office address below.

Or you can phone us on **0344 893 9013** or email us at customerrelations@das.co.uk.

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

If you are still not satisfied, you can contact the Financial Ombudsman Service at: Financial Ombudsman Service, Exchange Tower, London E14 9SR.

You can also contact them on: 0800 023 4567 (free from mobile phones and landlines), 0300 123 9123 or email them at complaint.info@financialombudsman.org.uk
Website: www.financial-ombudsman.org.uk.

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. You can contact the Legal Ombudsman Service at: PO Box 6806 Wolverhampton WV1 9WJ. You can also contact them by telephone on 0300 555 0333 or email them at enquiries@legalombudsman.org.uk Website: www.legalombudsman.org.uk.

Using these services does not affect your right to take legal action.

DAS Head and Registered Office:
DAS Legal Expenses Insurance Company Limited
DAS House, Quay Side, Temple Back, Bristol BS1 6NH

DAS is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if DAS cannot meet its obligations. This will be dependent on the type of business and the circumstances of the claim. You can get more information about the compensation scheme arrangements from the FSCS website, www.fscs.org.uk.

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 you normally live. Otherwise the law of England and Wales applies. (see **Policy Conditions** in the policy wording for more information).

About us

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
DAS Legal Expenses Insurance Company Limited head and registered office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Website: www.das.co.uk. Registered in England and Wales. Company Number 103274.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113). DAS Legal Expenses Insurance Company Limited.
DAS Law Limited head and registered office: North Quay, Temple Back, Bristol BS1 6FL. Website: www.daslaw.co.uk. Registered in England and Wales. Company number 5417859.

Policy Wording

Important information

This is **your** accident assistance & legal protection policy wording. It includes everything **you** need to know about **your** cover.

Keep this document in a safe place as you will need to refer to it in the event of an accident.

Accident assistance provides recovery and repair services. **We** can recover **your** vehicle if it is immobilised or unsafe to drive after an accident. If **your** vehicle is comprehensively insured, or if the accident was not **your** fault, **we** can arrange and manage repairs to **your** vehicle. In these circumstances **we** can also arrange to supply **you** with a courtesy vehicle.

(However, if the accident was entirely the other person's fault, and the **insured vehicle** cannot be driven, **we** will arrange to supply **you** with a replacement hire vehicle whether **we** are managing repairs to the **insured vehicle** or not - please see insured incident **3 Replacement hire vehicle**.)

Legal protection is designed to help **you** if a motor accident was not **your** fault and **you** have suffered an injury, need a replacement hire vehicle, or incurred other losses which are not covered under **your** motor insurance Policy.

Welcome to DAS

Included with **your** vehicle insurance policy is **our** DAS Drive Plus accident assistance & legal protection policy. **You** are now protected by Europe's leading legal expenses insurer. If **you** are involved in a motor accident or need legal advice, **we** are here to help **you** 24 hours a day, 365 days a year.

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 **you** get the most from **your DAS** cover, please take time to read this policy which explains the contract between **you** and **us**.

How we can help

If **you** are involved in an accident which was not **your** fault, **we** will help **you** recover **your uninsured losses** from the person who caused the accident, either through **our Motor Claims Centre** or by appointing a lawyer. **Uninsured Losses** could include the cost of repairing or replacing **your** vehicle, **your** motor insurance policy excess, compensation following injury or other out-of-pocket expenses.

If the accident was entirely the other person's fault and the **insured vehicle** cannot be driven, **we** can arrange to supply **you** with a comparable replacement hire vehicle until the **insured vehicle** can be repaired.

We will do so only if **you** meet the hire company's terms and conditions of hire. For **us** to provide a replacement hire vehicle, the driver at fault must have valid motor insurance and be identified or traced. This service is available in England and Wales, on the mainland of Scotland and Northern Ireland and the Isle of Man, Jersey and Guernsey.

Where the driver at fault is uninsured or cannot be traced, **we** will assist **you** in making a claim to the Motor Insurers' Bureau.

We can also provide a range of recovery services for the **insured vehicle** after an accident. In certain circumstances **we** can arrange for the **insured vehicle** to be repaired after recovery.

When you need to make a claim

Phone **us** on **0800 783 6066** as soon as possible after **your** accident to speak with one of **our** dedicated customer claims handlers.

If you need any other help from us

If **you** wish to speak to **our** legal teams about a legal problem related to motoring, please phone **us** on **0800 783 6066**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to give **you** legal advice.

Please do not ask for help from a lawyer or hire a vehicle before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

The meaning of words in this policy

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

Appointed representative

The **preferred law firm**, law firm or other suitably qualified person **we** will appoint to act on an **insured person's** behalf.

Costs and expenses

- (a) All reasonable and necessary costs chargeable by the **preferred law firm** and agreed by **us** in accordance with the **DAS Standard Terms of Appointment**.
- (b) The costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **our** agreement.

Countries covered

For insured incident **1 Uninsured loss recovery** and **2 Motor Contract Disputes**

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 insured incident **3 Replacement hire vehicle** and **4 Getting You To Your Destination**

England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.

DAS Standard Terms of Appointment

The terms and conditions (including the amount **we** will pay to a **preferred law firm**) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

Insured person

You, and any passenger or driver who is in or on the **insured vehicle** with **your** permission. Anyone claiming under this policy must have **your** agreement to claim.

Insured vehicle

The motor vehicle(s) covered by the motor insurance policy to which this policy attaches. It also includes any caravan or trailer attached to the vehicle(s).

Motor claims centre

This centre carries out recovery, hire and repair services and deals with the administration of **your** claim.

Period of insurance

The period for which we have agreed to cover **you**.

Preferred law firm

A law firm or barristers' chambers **we** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with an **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

The prospects that an **insured person** will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.

Uninsured losses

Losses which an **insured person** has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance to which this policy attaches.

Vehicle hire costs

The cost of hiring a comparable replacement vehicle for one continuous period **we** agree to. This cost includes motor insurance for the vehicle.

We, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

You, your

The person who has taken out this policy (the policyholder).

Helpline service

Legal advice service

Call **0344 893 9027**

We will provide an **insured person** with confidential legal advice over the phone on any motoring issue, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am - 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, **we** will call **you** back.

To help **us** check and improve **our** service standards, **we** may record all inbound and outbound calls. When phoning, please tell **us your** policy number and the name of the insurance provider who sold **you** this policy.

We cannot accept responsibility if the legal advice helpline service is unavailable for reasons we cannot control.

Accident assistance

If **you** are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident.

We can provide the following assistance services on the mainland of England, Wales and Scotland only.

1 Vehicle recovery

We can provide a range of recovery services for the **insured vehicle** if it is immobilised or unsafe to drive following an accident.

We will provide a free recovery service if the **insured vehicle** needs to be repaired and is insured comprehensively.

In other circumstances **we** can recover the **insured vehicle** at **your** request, although **you** will have to pay the recovery costs. However, if the accident was not the **insured person's** fault, **we** can usually recover these costs as part of **your** claim for **uninsured losses**.

2 Vehicle repair

We can arrange and manage repairs to the **insured vehicle** if it is insured comprehensively, or if the accident was not the **insured person's** fault.

Where **we** are managing the repairs to the comprehensively **insured vehicle**, **we** can provide **you** with a courtesy vehicle regardless of who was at fault for the accident.

(However, if the accident was entirely the other person's fault, and the **insured vehicle** cannot be driven, **we** will arrange to supply **you** with a replacement hire vehicle whether **we** are managing repairs to the **insured vehicle** or not - please see insured incident **3 Replacement hire vehicle**.)

3 Payment of your motor insurance policy excess

If **we** arrange to supply **you** with a replacement hire vehicle and manage any repairs to the **insured vehicle** after the accident, **we** will pay **your** comprehensive motor insurance policy excess. **You** may be required to sign an agreement and must agree to **DAS** pursuing the value of the excess as part of **your** claim for **uninsured losses**. **We** can usually recover the amount of the excess from the person responsible for the accident. However, if **we** cannot do so, **we** will ask **you** to reimburse **us** the amount of any excess that **we** have paid on **your** behalf.

Legal protection: our agreement

We agree to provide the insurance described in this policy, 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** (other than in respect of **What is covered(b) below**) exist for the duration of the claim.
2. the date of the insured incident, or the date of the motor offence an **insured person** is alleged to have committed, is during the **period of insurance**. If there is more than one offence arising at different times, the relevant date is the date an **insured person** began, or is alleged to have begun, to break the law.
3. any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**.
4. the insured incident or, for motor offences, the alleged offence, happens within the **countries covered**.
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 £100,000.

Insured incidents

1 Uninsured loss recovery and motor prosecution defence

What is covered

We will pay a **preferred law firm**, on behalf of an **insured person**, **costs and expenses** incurred to:

- (a) recover **uninsured losses** after an event which causes
 - (i) damage to the **insured vehicle** or to any property belonging to an **insured person** in or on the vehicle; and/or
 - (ii) death or bodily injury to an **insured person** whilst travelling in or on the **insured vehicle**
- (b) defend an **insured person's** legal rights if they are prosecuted for a motoring offence in connection with the use or ownership of the **insured vehicle**, which the **insured person** has notified **us** of within 10 days of receiving a written Notice of Intended Prosecution, or as soon as reasonably possible if the **insured person** is notified of a prosecution any other way.

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 as an **appointed representative**) 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, the **insured person** must tell **us** within the time limits allowed that they want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist and for **What is covered (b)** above, **we** must have defended the original motoring prosecution.
- (iii) 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.

What is not covered

- (1) In the event of a claim, if an **insured person** decides not to use the services of a **preferred law firm**, they will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.
- (2) In respect of **What is covered (b) above**, **we** will not cover parking or obstruction offences, insurance offences or challenging a fixed penalty notice.

2 Motor Contract Disputes

What is covered

A dispute arising from an agreement or alleged agreement which an **insured person** has entered into in a personal capacity for the purchase, sale, hire or insurance of the **insured vehicle** or its spare parts or accessories or service, repair or testing of the **insured vehicle**.

Provided that:

- (1) the **insured person** must have entered into the agreement or alleged agreement during the **period of insurance**
- (2) the amount in dispute must be more than £100 (including VAT).

What is not covered:

The settlement payable under an insurance policy (**we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim).

3 Replacement hire vehicle

What is covered

We will make the arrangements for vehicle hire for **you** within the **countries covered** and **we** will pay **your vehicle hire costs** following an accident involving the **insured vehicle** and another vehicle, as long as:

- (a) the **insured vehicle** cannot be driven, and
- (b) the accident was entirely the other person's fault.

Provided that:

- (i) **You** must agree to **us** trying to recover any **vehicle hire costs** in **your** name, and any costs recovered must be paid to **us**.
- (ii) **We** will choose the vehicle hire company and the type of vehicle to be hired.
- (iii) **We** will decide how long a vehicle can be hired for.
- (iv) **You** must tell **us** as soon as the **insured vehicle** becomes available for **you** to drive again.
- (v) **You** must meet the age and licensing rules of the vehicle hire company **we** choose and must follow any terms and conditions of hire.

What is not covered

1. **vehicle hire costs** if **you** are claiming against a person who does not have valid motor insurance or cannot be identified or traced; or
2. **vehicle hire costs** when **you** make **your** own arrangements for vehicle hire after an insured incident.

Please note there may sometimes be circumstances, such as local unavailability, in which **we** are unable to provide a comparable replacement vehicle. In such cases **we** will try to provide an alternative replacement vehicle. If this is not possible **we** will still seek to recover **your uninsured losses** for the loss of use of the **insured vehicle**.

4 Getting you to your destination

Following an accident, theft, attempted theft, fire, or vandalism that leaves **your** vehicle undriveable, **we** will either:

- (a) pay the cost of transporting **your** vehicle or **insured person(s)** or both to a destination(s) within the **countries covered** provided that the **insured person(s)** are transported to the same destination
- (b) pay the cost of transport for **insured person(s)** to travel to a hotel. **You** will have to pay for the cost of this, and the hotel costs; but **we** will reimburse **you** up to £50 per person per night for accommodation. The most **we** will pay for transport to the hotel and the cost of hotel accommodation is £500 for any one accident, theft, attempted theft, fire, or vandalism. **You** must pay the hotel bill, but **we** will pay **you** back on receipt of the relevant bill(s) subject to the £500 limit for any one accident, theft, attempted theft, fire, or vandalism.

Conditions

- (i) **We** will only pay a maximum of £500 for any one accident, theft, attempted theft, fire, or vandalism.
- (ii) **You** must send **us** all the relevant invoice(s) before **we** will reimburse **you**.
- (iii) At all times **we** decide on the best way of providing help.

Policy exclusions

We will not pay for the following:

1. Late reported claims

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 **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.

2. Costs we have not agreed

Costs and expenses or **vehicle hire costs** incurred before **our** acceptance of a claim. If **we** agree to pay **vehicle hire costs** but subsequently it is established that the accident resulting in the claim was not entirely the other person's fault, **we** will not pay any further **vehicle hire costs**. However, **we** will not seek to recover any costs from **you** that **we** have already paid provided the accident details **you** have supplied are true and complete.

3. Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders an **insured person** to pay.

4. Legal action we have not agreed

Any legal action an **insured person** takes that **we** or the **preferred law firm** have not agreed to, or where an **insured person** does anything that hinders **us** or the **preferred law firm**.

5. Uninsured drivers

The **insured vehicle** being used by anyone, with **your** permission, who does not have valid motor insurance.

6. A dispute with DAS

A dispute with **us** not otherwise dealt with under policy condition 8.

7. Judicial review

Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

8. Nuclear, war and terrorism risks

A 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.

9. Litigant in person

Any claim where an **insured person** is not represented by a law firm or barrister.

Policy conditions

1. An insured person's legal representation

- (a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as an **insured person's preferred law firm** to deal with their claim. They will try to settle the **insured person's** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm** cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **preferred law firm**.
- (c) If the **insured person** chooses a law firm as their **preferred law firm** who is not a **preferred law firm**, **we** will give the **insured person's** 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 as the **appointed representative**) is currently £100 per hour. The 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.
- (e) The **preferred law firm** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2. An insured person's responsibilities

- (a) An **insured person** must co-operate fully with **us** and the **preferred law firm**.
- (b) An **insured person** must give the **preferred law firm** 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. An **insured person** must not negotiate or agree to a settlement without **our** written consent.
- (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further legal costs.
- (c) **We** may decide to pay the **insured person** the reasonable value of their claim, instead of starting or continuing legal action. In these circumstances the **insured person** must allow **us** to take over and pursue or settle any claim in their name. The **insured person** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and the **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 **preferred law firm** to have legal costs taxed, assessed or audited if **we** ask for this.
- (b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any amounts that are recovered.

5. Cancelling a preferred law firm's appointment

If the **preferred law firm** refuses to continue acting for an **insured person** with good reason, or if the **insured person** dismisses the **preferred law firm** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **preferred law firm**.

6. Withdrawing cover

If an **insured person** settles or withdraws a claim without **our** agreement, or does not give suitable instructions to the **preferred law firm**, **we** can withdraw cover and will be entitled to reclaim from the **insured person** any **costs and expenses we** have paid.

7. Expert opinion

We may require the **insured person** to get, at their own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost 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 an **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

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. Alternatively there is a separate arbitration process. The arbitrator will be a barrister 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.

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

If **You** wish to cancel **Your** cover call eBike on 0333 005 2451.

You can cancel this policy by contacting eBike within 14 days of taking it out, or at any time afterwards as long as **you** tell **us** at least 14 days beforehand.

We or eBike may cancel this policy only if there is a good reason for doing so and **we** tell **you** at least 14 days beforehand.

Some examples of the reasons we or eBike may cancel are where **you**:

- have not paid **your** premium; or
- provided **us** with incorrect information; or
- changed your address during the policy to one eBike cannot cover; or
- changed your vehicle or circumstances during the policy to one eBike can no longer cover.

It is important to note that charges may apply to cancellations and full details are contained within the eBike terms of business.

11. Fraudulent claims

We will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, or **we** will not pay the claim if:

- (a) a claim an **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.

Where the above circumstances apply, as part of **our** fraud prevention measures **we** will, at **our** discretion, also share information with other parties such as the police, government bodies and anti-fraud organisation.

12. Claims under this policy by a third party

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 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 **you** normally live. 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 provide and administer the legal advice service and legal expenses insurance **we** must process **your** personal data (including sensitive personal data) that **we** collect from **you** in accordance with **our** Privacy Policy.

To do so, **we** may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. To give **you** legal advice, **we** may have to send information outside the European Economic Area.

In doing this, **we** will comply with the Data Protection Act 1998. **We** will not disclose **your** personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations, or for the prevention and detection of crime, including fraud and financial sanctions. To prevent and detect crime **we** may use and share **your** data with other organisations and public bodies, including the police and anti-fraud organisations.

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our** **DAS** Head Office address:
DAS Legal Expenses Insurance Company Limited
DAS House, Quay Side, Temple Back, Bristol BS1 6NH

How to make a complaint

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** **DAS** Head Office address:
DAS Legal Expenses Insurance Company Limited
DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Or **you** can phone **us** on **0344 893 9013** or email **us** at customerrelations@das.co.uk

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

If **you** are still not satisfied, **you** can contact the Financial Ombudsman Service at: Exchange Tower, London E14 9SR.

You can also contact them on: 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123 or email them at complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can also contact the Legal Ombudsman Service at: PO Box 6806, Wolverhampton, WV1 9WJ. **You** can also contact them by telephone on 0300 555 0333 or email them at enquiries@legalombudsman.org.uk
Website: www.legalombudsman.org.uk

Using these services does not affect **your** right to take legal action.

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, number 103274. Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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Registered in England and Wales, number 5417859. Website www.daslaw.co.uk

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