



LOSS ASSESSORS' FEES AND LEGAL PROTECTION INSURANCE

FOR YOUR BUSINESS

THIS IS YOUR POLICY WORDING

Scheme reference TS5/4188422
Arranged by Camberford Law Plc



FIRST FOR JUSTICE

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THE MEANING OF WORDS IN THIS POLICY

administrator	Camberford Law Plc. Lygon House, 50 London Road, Bromley, Kent. BR1 3RA
appointed representative	<p>(a) The preferred law firm, law firm, or other suitably qualified person we will appoint to act on the insured person's behalf.</p> <p>(b) The loss assessor appointed by the administrator in respect of any claim arising under insured incident (A Loss Assessors' Fees). The panel of approved loss assessors is set out in Endorsement 01 attaching to this policy.</p>
business	As shown in the policy schedule.
costs and expenses	<p>1 Loss Assessors' Fees The fees of the appointed representative including any specialist fees which are required in the course of the claim, and which have been calculated in accordance with the scale of the fees.</p> <p>2 Appointed Representatives in respect of insured incidents B PROPERTY PROTECTION and C PERSONAL INJURY.</p> <p>(a) All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS Standard Terms of Appointment.</p> <p>(b) The costs incurred by opponents in civil cases if the insured person has been ordered to pay them, or the insured person pays them with our agreement.</p>
countries covered	The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

DAS Standard Terms of Appointment	The terms and conditions (including the amount we will pay to an appointed representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).
date of occurrence	<p>(a) In respect of insured incident A LOSS ASSESSOR'S FEES, the date on which loss or damage insured by the primary policy occurred or commenced to occur, and which falls within the period of insurance.</p> <p>(b) In respect of civil cases under insured incidents B PROPERTY PROTECTION AND C PERSONAL INJURY, the date of occurrence is the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date you or an insured person first became aware of it).</p>
franchise	Before a claim under insured incident A LOSS ASSESSORS' FEES can be verified, the property &/or pecuniary loss claim accepted by the insurer of the underlying primary policy must have exceeded or be expected to exceed the franchise amount of £5,000 specified in the policy schedule. The franchise amount is over and above any deductible applying to the primary policy . If a material damage loss claim is followed by a related business interruption loss, this shall be considered to be one claim for the purposes of applying the franchise .
insured person	You and the directors, partners, managers, employees and any other individuals declared to us by you .
period of insurance	The period for which we have agreed to cover the insured person .
preferred law firm	A law firm or barristers' chambers we choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the 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 .
primary policy	The underlying property and/ or pecuniary policy (or policies) to which the cover provided by this policy attaches.
rate	<p>The rate per cent specified in the policy schedule, which will be applied by the administrator to the Material Damage/ Business Interruption premium payable under your primary policy, in order to calculate the premium due for the insurance provided by this policy.</p> <p>In the event that there is any material alteration to the risk, you must advise the administrator accordingly: any additional Material Damage/ Business Interruption premium becoming due under the primary policy as a result will also give rise to an additional premium under this insurance.</p>
reasonable prospects	For civil cases, the prospects that the insured person will recover losses or damages (or obtain any other legal remedy that we have agreed to, including an enforcement of judgment), 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 .
we, us, our, DAS	DAS Legal Expenses Insurance Company Limited.
you, your	The business that has taken out this policy (shown as the policyholder in the policy schedule).

WELCOME TO DAS

Thank **you** for purchasing this **DAS** Loss Assessors' Fees and Legal Protection insurance policy. **Your business** is now protected by Europe's leading legal expenses insurer.

DAS Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance under **your** policy. Camberford Law PLC is the administrator under this arrangement, and is responsible in all circumstances for the appointment of the loss assessor from a panel lodged with them.

To make sure that **you** get the most from **your DAS** cover, please take time to read the policy which explains the contract between **us**. Please take care in following the procedures throughout the policy: if **you** have any questions or would like more information, please contact Camberford Law at the address below.

COMMUNICATIONS

(a) Claim Notification

In the event of any loss, destruction, damage or interruption of the **business** which may give rise to a claim under this policy, the policyholder shall complete a copy of the claim report form attached to the renewal schedule and send it as soon as possible (and in any event within thirty days) to the **administrator** by addressing it to:

Camberford Law PLC.

Loss Assessors' Fees Division, at their Head Office address below.

Telephone No: **020 8315 5000**.

Email address: **paulc@camberfordlaw.com**

The **administrator** will be responsible for the appointment of the loss assessor in all circumstances.

(b) All other communications

All notices and communications from the policyholder to DAS Legal Expenses Insurance Company Limited shall be treated as having been sent to DAS if they are initially sent to the **administrator** at the address below.

WHEN WE CANNOT HELP

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



Paul Asplin

Chief Executive Officer, DAS Group

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.

Camberford Law Head and Registered Office:

Camberford Law PLC | Lygon House | 50 London Road | Bromley | Kent BR1 3RA

Registered in England No. 608819. Website: **www.camberfordlaw.com**

Camberford Law PLC is authorised and regulated by the Financial Conduct Authority. Firm reference number 121476.

OUR AGREEMENT

This policy, the policy schedule and any endorsement shall be considered as one document.

We agree to provide the insurance described in this policy for **you** (or where specified, the **insured person**) in respect of any insured incident arising in connection with the **business** shown in the schedule, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy and the underlying **primary 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 will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and
- 4 the insured incident happens within the **countries covered**.

WHAT WE WILL PAY

We will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident.

The most that **we** will pay in respect of claims under **costs and expenses (1)** Loss Assessors Fees will be:

- 1 (a) £40,000 in respect of any one claim for LOSS ASSESSORS' FEES.
(b) £50,000 any one claim for LOSS ASSESSORS' FEES in the event that there is a Material Damage loss, following which there is a related business interruption loss, both of which are insured by a **primary policy** (subject to no payment of more than £40,000 in all being made in respect of either component of the claim).
(c) £300,000 in aggregate for all claims where the **date of occurrence** is within the **period of insurance**.
- 2 £50,000 for all insured incident B PROPERTY PROTECTION and C PERSONAL INJURY claims resulting from one or more event arising at the same time or from the same originating cause.
- 3 the most **we** will pay in respect of claims under **costs and expenses (2) Appointed representatives (a)** is no more than the amount **we** would have paid to a **preferred law firm**.
- 4 for insured incidents B PROPERTY PROTECTION and C PERSONAL INJURY, in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist.
- 5 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.
- 6 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 WE WILL NOT PAY

In the event of a claim under insured incidents B PROPERTY PROTECTION and C PERSONAL INJURY, 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**.

INSURED INCIDENTS

What is covered

Please also refer to our agreement on page 5

What is not covered

Please also refer to the policy exclusions on page 8.

A. LOSS ASSESSORS' FEES

We will pay the **insured person** the Loss Assessors' Fees incurred in the calculation and presentation of insured losses to the insurers of the **primary policy**, provided that the claim is notified as soon as possible and in any event within thirty days of the **date of occurrence**.

Before any claim can be made under this insurance,

- 1 a loss must have occurred:
 - (i) which is insured by the **primary policy** within the **countries covered**; and
 - (ii) affects the interest of the **insured person** in the property or **business**; and
 - (iii) for which liability for payment has not been refused.
- 2 the amount of the property and/or pecuniary loss claim accepted by the insurers of the underlying **primary policy** must have exceeded or be expected to exceed the **franchise**.

What is not covered under insured incident A LOSS ASSESSORS' FEES

Any amount in excess of the Loss Assessors' Fees based on the total loss admitted by the insurers of the **primary policy**, calculated in accordance with the scale of fees set by the **administrator**, and subject at all times to the limits specified in the policy schedule.

<p>What is covered Please also refer to our agreement on page 5.</p>	<p>What is not covered Please also refer to the policy exclusions on page 8.</p>
<p>B. PROPERTY PROTECTION</p> <p>A civil dispute relating to material property which is owned by you, or is your responsibility following:</p> <ol style="list-style-type: none"> 1 any event which causes physical damage to such material property; or 2 a legal nuisance (meaning any unlawful interference with your use or enjoyment of your land, or some right over, or in connection with it); or 3 a trespass. <p><i>Please note that you must have established the legal ownership or right to the land that is the subject of the dispute.</i></p>	<p>A claim relating to the following:</p> <ol style="list-style-type: none"> 1 a contract you have entered into 2 goods in transit or goods lent or hired out 3 goods at premises other than those occupied by you unless the goods are at the premises for the purpose of installations or use in work to be carried out by you 4 mining subsidence 5 defending your legal rights but we will cover defending a counter-claim 6 a motor vehicle owned or used by, or hired or leased to an insured person (other than damage to motor vehicles where you are in the business of selling motor vehicles) 7 the enforcement of a covenant by or against you.
<p>C. PERSONAL INJURY</p> <p>At your request, we will pay costs and expenses for an insured person's and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.</p>	<p>A claim relating to the following:</p> <ol style="list-style-type: none"> 1 any illness or bodily injury that happens gradually 2 psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury 3 defending an insured person's or their family members' legal rights other than in defending a counter-claim 4 clinical negligence.

POLICY 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 Costs we have not agreed** **Costs and expenses** incurred before **our** written acceptance of a claim.
- 3 Court awards and fines** Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority.
- 4 Legal action we have not agreed** Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to, or where the **insured person** does anything that hinders **us** or the **appointed representative**.
- 5 Intellectual property rights** Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 6 Deliberate acts** Any insured incident deliberately or intentionally caused by an **insured person**.
- 7 Franchise or agency agreements** Any claim relating to rights under a **franchise** or agency agreement entered into by **you**.
- 8 A dispute with DAS** A dispute with **us** not otherwise dealt with under policy condition 8.
- 9 Shareholding or partnership disputes** Any claim relating to a shareholding or partnership share in the **business** shown in the policy schedule.
- 10 Judicial review** **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- 11 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 foreign enemy, hostilities or alleged act of terrorism as defined by the Terrorism Act 2000;
 - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 12 Bankruptcy** Any claim where either at the start of, or during the course of a claim, **you**:
 - (a) are declared bankrupt
 - (b) have filed a bankruptcy petition
 - (c) have filed a winding-up petition
 - (d) have made an arrangement with **your** creditors
 - (e) have entered into a deed of arrangement
 - (f) are in liquidation
 - (g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.
- 13 Defamation** Any claim relating to written or verbal remarks that damage the **insured person's** reputation.

- 14 Calendar date devices** 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.
- 15 Litigant in person** Any claim where an **insured person** is not represented by a law firm or barrister.

POLICY CONDITIONS

- 1 Your representation**
- (a) On receiving a claim under insured incidents B PROPERTY PROTECTION and C PERSONAL INJURY, if representation is necessary, **we** will appoint a **preferred law firm**, or in-house lawyer as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
 - (b) Under insured incident A Loss Assessors' Fees, the **administrator** will appoint a Loss Assessor from their panel to assist **you** in dealing with **your** claim.
 - (c) If the appointed **preferred law firm** or **our** in-house lawyer 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 choose a law firm to act as the **appointed representative**.
 - (d) If **you** choose a law firm as **your appointed representative** which 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**.
 - (e) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.
- 2 Your responsibilities**
- An **insured person** must:
- (a) co-operate fully with **us** and the **appointed representative**;
 - (b) give the **appointed representative** any instructions that **we** ask **you** to.
- 3 Offers to settle a claim**
- (a) An **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any 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 **costs and expenses**.
 - (c) **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **insured person** must allow **us** to take over and pursue or settle a claim in their name. An **insured person** must allow **us** to pursue at **our** own expense and for their benefit, any claim for compensation against any other person and an **insured person** must give **us** all the information and help **we** need to do so.
 - (d) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.
- 4 Assessing and recovering costs**
- (a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
 - (b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

- 5 Cancelling an appointed representative's appointment** If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.
- 6 Withdrawing cover** If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim any **costs and expenses we** have paid.
- 7 Expert opinion** **We** may require **you** to get, at **your** 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 **you** 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 **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure and **you** are a small business, **you** can contact the Financial Ombudsman Service for help. Details available from www.financial-ombudsman.org.uk. Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.
- 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** **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.
- You** can cancel this policy at any time as long as **we** are told at least 14 days beforehand.
- 11 Fraudulent claims** **We** will, at **our** discretion, void the policy (make it invalid) from its start date or from the date of claim, or alleged claim, or **we** will not pay the claim if:
- (a) a claim the **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.
- 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 provide and administer the Loss Assessors' Fees and Legal Protection insurance DAS and Camberford Law PLC must process **your** personal data (including sensitive personal data) that they collect from **you** in accordance with their Privacy Policy and Data Protection Policy.

To do so, they 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.

In doing this, they will comply with the Data Protection Act 1998. Unless required by law or by a professional body, they will not disclose **your** personal data to any other person or organisation without **your** written consent.

For any questions or comments, or requests to see a copy of the information they hold about **you**, please write to the Group Data Protection Controller at **our DAS** Head Office address, or the Compliance Manager at the Camberford Law Head Office address. – please see page 4.

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 **DAS** Customer Relations Department at **our DAS** Head Office address – please see page 4.

Or **you** can phone **us** on **0844 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, and are a small business, **you** can contact the Insurance Division of the Financial Ombudsman Service at:
South Quay Plaza | 183 Marsh Wall | London | E14 9SR

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

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

