



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

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

## IDENTITY THEFT PROTECTION

### THE MEANING OF WORDS IN THIS POLICY

#### Costs and expenses

##### (a) Attendance expenses

The **insured person's** net salary or wages for the time that the **insured person** is off work. **We** will pay for each half or whole day that the court, tribunal or the insured person's employer will not pay for.

The amount **we** will pay is based on the following:

- the time the **insured person** is off work, including the time it takes to travel to and from the court or tribunal.  
This will be calculated to the nearest half day assuming that a whole day is eight hours;
- if the **insured person** works full time, the salary or wages for each day equals 1/250th of the **insured person's** yearly salary or wages;
- if the **insured person** works part time, the salary or wages will be a proportion of the **insured person's** weekly salary or wages.
- If the **insured person** is self employed, **we** will pay net salary or wages that the **insured person** draws from the business to cover their own personal cost-of-living expenses.

##### (b) Communication costs

Costs of phone calls, faxes or postage incurred by the **insured person** to communicate with the police, credit agencies, financial-service providers, other creditors or debt-collection agencies and the cost of replacement documents.

##### (c) Legal costs

All reasonable and necessary costs charged by the **representative** on a standard basis, or in accordance with the Predictable Costs scheme, if this is appropriate.

#### Date of occurrence

For civil cases, the **date of occurrence** is 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, the **date of occurrence** is the date of the first of these events.

#### Identity theft

The theft or unauthorised use of an **insured person's** personal identification which has resulted in the unlawful use of their identity.

#### Insured person

**You**, and any member of **your** family who always lives with **you**. Anyone claiming under this policy must have **your** agreement to claim.

#### Period of insurance

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

#### Representative

The lawyer or other suitably qualified person whom **we** appoint to act for an **insured person** in accordance with the terms of this policy.

#### Territorial limit

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

#### We, us, our

DAS Legal Expenses Insurance Company Limited.

#### You, your

The person who has taken out this policy.

## COVER

We agree to provide the insurance in this policy, as long as:

- (a) the premium has been paid; and
- (b) the **date of occurrence** of the **insured incident** is during the **period of insurance**; and
- (c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- (d) for civil claims, it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

## WHAT WE WILL PAY

1. For all **insured incidents** under this policy, **we** will pay **legal costs** and **opponents' costs**; **attendance expenses** and **communication costs**.
2. For all **insured incidents** **we** will pay **costs and expenses** to make or defend against an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal.  
  
Before **we** pay the **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.
3. 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 £50,000.

## INSURED INCIDENTS WE WILL COVER

### IDENTITY THEFT

#### Identity Theft Helpline Service

We will provide an **insured person** with detailed guidance and advice over the phone in respect of any concerns about being or becoming a victim of **identity theft**.

#### Identity Theft Support Service

Following a call to the Identity Theft Helpline Service, **we** will help to restore an **insured person's** identity and credit status if they have become a victim of **identity theft**. **We** will assign a personal caseworker who will provide phone advice and a personal action plan to help regain an **insured person's** identity.

#### Legal Expenses

Following an **insured person's identity theft**:

- (1) **we** will pay **legal costs** to reinstate an **insured person's** identity including costs for the signing of statutory declarations or similar documents;
- (2) **we** will negotiate for an **insured person's** legal rights in a dispute with debt collectors or any party pursuing legal action against an **insured person** arising from or relating to **identity theft**;
- (3) **we** will pay loan-rejection fees and any re-application administration fee for a loan when an **insured person's** original application has been rejected;

#### *Provided that*

- (i) the **insured person** notifies banks and building societies as soon as possible; and*
- (ii) the **insured person** tells **us** if they have previously suffered **identity theft**; and*
- (iii) the **insured person** takes all reasonable action to prevent continued unauthorised use of their identity.*

#### What is not covered

- (1) Fraud committed by another **insured person** under this policy.
- (2) Losses arising from an **insured person's** business activities.

## WHAT IS NOT COVERED BY THIS POLICY

1. A claim where the **insured person** has failed to notify **us** of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence.
2. An incident or matter arising before the start of this policy.
3. **Costs and expenses** incurred before **our** written acceptance of a claim.
4. Fines, penalties, compensation or damages which an **insured person** is ordered to pay by a court or other authority.
5. A claim intentionally brought about by an **insured person**.
6. legal action that an **insured person** takes which **we** or the **representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **representative**.
7. A dispute with **us** not otherwise dealt with under Condition 7.
8. 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.
9. **Costs and expenses** arising from or relating to Judicial Review, coroner's inquest or fatal accident enquiry.
10. A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or alleged violent behaviour has been made against the **insured person**.
11. 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, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
  - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

## CONDITIONS WHICH APPLY TO THE WHOLE POLICY

1. An **insured person** must:
  - (a) keep to the terms and conditions of this policy;
  - (b) try to prevent anything happening that may cause a claim;
  - (c) take reasonable steps to keep any amount **we** have to pay as low as possible;
  - (d) send everything **we** ask for, in writing;
  - (e) give **us** full and truthful details by phone or in writing of any claim as soon as possible and give **us** any information **we** need.
2.
  - (a) **We** can take over and conduct in the name of an **insured person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of an insured person.
  - (b) The **insured person** is free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:
    - (i) **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
    - (ii) there is a conflict of interest.
  - (c) In all circumstances except those in **2(b)** above, **we** are free to choose a **representative**.
  - (d) Any **representative** will be appointed by **us** to represent an **insured person** according to **our** standard terms of appointment, which may include a 'no-win, no-fee' agreement. The **representative** must co-operate fully with us at all times.
  - (e) **We** will have direct contact with the **representative**.
  - (f) An **insured person** must co-operate fully with us and the **representative** and must keep **us** up to date with the progress of the claim.
  - (g) An **insured person** must give the **representative** any instructions that **we** ask for.
3.
  - (a) An **insured person** must tell **us** if anyone offers to settle a claim.
  - (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 the insured person the amount of damages that the insured person is claiming, or that is being claimed against them, instead of starting or continuing legal proceedings.
4.
  - (a) An **insured person** must tell the **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** that **we** have to pay, and must pay **us** any **costs and expenses** that are recovered.
5. If the **representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses the **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
6. If an **insured person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim from **you** **costs and expenses** **we** have paid.

7. If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help.
8. **We** may, at **our** discretion, require the **insured person** to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the **insured person** and **us**, on the merits of a claim or proceedings. If the chosen person'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, **we** will pay the cost of obtaining the opinion.
9. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
10. This policy will be governed by English law.
11. All Acts of Parliament mentioned in the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

#### **How to make a claim**

To make a claim under **your** policy, please phone **us** on 0844 848 7071.

If **you** make a claim for Identity Theft Protection **you** may be required to provide documented evidence such as requests from providers of finance or credit for the repayment of debt, receipts for expenses **you** have incurred, invoices for loan rejection fees and proof of earnings.

#### **When we cannot help**

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

#### **Problems**

**We** will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address shown below. Or **you** can phone **us** on 0117 934 0066 or email **us** at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk). Details of **our** internal complaint-handling procedures are available on request.

#### **Our Head and Registered Office is:**

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Registered in England and Wales, number 103274.  
Website: [www.das.co.uk](http://www.das.co.uk)

If **you** are still not satisfied, **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 0845 080 1800.

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

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## **HELPLINE SERVICES**

#### **Identity theft**

**We** will provide an **insured person** with detailed guidance and advice over the phone for any concerns about being or becoming a victim of **identity theft**. For help, phone 0844 848 7071. The helpline is open 8am-8pm, 7 days a week.

If the **insured person's** identity is used or stolen while abroad or in the Channel Islands or Isle of Man, the advice available from the Identity Theft Helpline and Support Services may be limited.

***We will not accept responsibility if the Helpline Services are unavailable for reasons we cannot control.***