



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

## **GROUP LEGAL PROTECTION**

### **WELCOME TO GROUP LEGAL PROTECTION**

As a DAS policyholder, you are now protected by Europe's leading legal expenses insurer. If you want to call our helpline service we are here to help you 24 hours a day, 365 days a year.

To make sure that you get the most from your DAS cover, please take time to read the policy which explains the contract between you and us. If you have any questions or would like more information, please contact Russell Scanlan Limited.

*It will help if you keep the following points in mind:*

#### **How we can help**

To make a claim under your policy please telephone **TBA**. We will ask you about your legal dispute and if necessary give you legal advice. If your dispute needs to be dealt with as a claim under this policy, we will provide you with a claim reference number. At this point we will not be able to confirm that you are covered but we will pass the information you have given us to our specialist claims handling teams, and explain what to do next.

If you prefer to report your claim in writing, you can send it to the Claims Department at the following address: Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively you can email your claim to us on [newclaims@das.co.uk](mailto:newclaims@das.co.uk).

When we have accepted your claim we will pay your legal costs.

You can phone us any time on **TBA** for legal advice on any personal legal problem.

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

We will not be able to help if we think there is little chance of winning the case. Insured persons should not ask for help from a solicitor or accountant before we have agreed. If you do, we will not pay the costs involved.

#### **Problems**

We will always try to give you a quality service. If you think we have let you down, please write to our Managing Director at Head Office and he will try to help.

As this is a commercial contract which is not governed by the Financial Ombudsman Service, should you require further assistance you can contact the Association of British Insurers at 51 Gresham Street, London EC2V 7HQ. If you use this service, it does not affect your right to take legal action.

## THIS IS YOUR GROUP LEGAL PROTECTION POLICY

- 1 This policy, the policy schedule and any endorsement shall be considered as one document. The proposal or any information supplied by **the policyholder** shall be incorporated in the contract.
- 2 This policy covers the **insured person**. 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** happens during the **period of insurance** and within the **territorial limit**; and
  - (c) any legal proceedings will be dealt with by the 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 the **insured person** will recover damages (or other legal remedy which we have agreed to) or make a successful defence.
- 3 For all **insured incidents**, we will help in appealing or defending 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.
- 4 If an **appointed representative** is used, we will pay the **costs and expenses** incurred for this.
- 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 £25,000.

## THE MEANING OF WORDS IN THIS POLICY

### We, us, our

DAS Legal Expenses Insurance Company Limited.

### The policyholder

ECB Coaches Association.

### Insured person

The members of **the policyholder** declared to us.

### Appointed representative

The lawyer or other suitably qualified person who has been appointed to act for the **insured person** in accordance with the terms of this policy.

### Period of insurance

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

### Date of occurrence

The date on which the claim is first made in writing by or against the **insured person** during the **period of insurance** in respect of an **insured incident** occurring during or prior to the **period of insurance** but of which the **insured person** was not aware at the commencement of the **period of insurance** and notified to us during or within 30 days after the expiry of the same **period of insurance**.

## Costs and expenses

### (a) Legal costs

All reasonable and necessary costs charged by the **appointed representative** on a standard basis. Also the costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or pays them with **our** agreement.

### (b) Attendance expenses

The **insured person's** salary or wages for the time that the **insured person** is off work to attend jury service. **We** will pay for each half or whole day that the court or the **insured person's** employer will not pay for. The amount that **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. **We** will work it out 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 whole 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** salary or wages.
- \* if the **insured person** is self-employed, the amount we will pay for each whole day equals 1/250<sup>th</sup> of the **insured person's** earnings for the 12 months immediately preceding the jury service.

## Territorial limit

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

## INSURED INCIDENTS WE WILL COVER

### LEGAL DEFENCE

- (1) **We** will defend the **insured person's** legal rights if an event arising from the **insured person's** activities as a cricket coach leads to:
  - (a) the **insured person** being prosecuted in a court of criminal jurisdiction; or
  - (b) civil action being taken against the **insured person** under legislation for unlawful discrimination on the grounds of sex, race, disability, age, religious belief or political opinion; or
  - (c) civil action being taken against the **insured person** or the serving of a Statutory Notice on the **insured person** under legislation for Health and Safety at Work; or
  - (d) civil action being taken against the **insured person** as a trustee of a pension fund set up for the benefit of their employer's employees; or
  - (e) civil action being taken against the **insured person** under section 13 of the Data Protection Act 1998. **We** will also pay an award of compensation made against the **insured person** under section 13 of the Data Protection Act 1998 provided that registration has been approved by the Information Commissioner; or
  - (f) a disciplinary hearing being brought against the **insured person** by a regulatory authority or professional body.
- (2) **We** will defend the **insured person's** legal rights following an event which leads to the prosecution of the **insured person** for an offence connected with the use or driving of a motor vehicle.
- (3) **We** will pay the **attendance expenses** of the **insured person** for jury service.

### PROVIDED THAT

*In so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limit** shall be any place where the Act applies.*

### WHAT IS NOT COVERED

- (1) Parking offences.
- (2) The driving of a motor vehicle by the **insured person** for which the **insured person** does not have valid motor insurance.

## WHAT IS NOT COVERED BY THIS POLICY

- 1 Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the **insured incident**.
- 2 Any incident or matter arising before the start of this policy.
- 3 Any **costs and expenses** incurred before **our** written acceptance of the claim.
- 4 Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority.
- 5 Any **insured incident** intentionally brought about by the **insured person**.
- 6 Written or verbal remarks which damage the **insured person's** reputation.
- 7 Any disagreement with **us** that is not dealt with under Condition 7.
- 8 An application for Judicial Review.
- 9 Any legal action the **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**.
- 10 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, foreign enemy hostilities (whether war be 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.
- 11 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.
- 12 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 this policy in relation to any third party rights or interest.

## CONDITIONS WHICH APPLY TO THE WHOLE POLICY

The **insured person** must:

- 1 (a) keep to the terms and conditions of the policy;  
(b) notify **us** immediately of any alteration which may materially affect **our** assessment of the risk;  
(c) take reasonable steps to keep any amount **we** have to pay as low as possible;  
(d) try to prevent anything happening that may cause a claim;  
(e) send everything **we** ask for, in writing;  
(f) give **us** full details 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 the **insured person**, any claim or legal proceedings at any time.  
**We** can negotiate any claim on behalf of the **insured person**.  
(b) If **we** agree to start legal proceedings and it becomes mandatory for the **insured person** to be represented by a lawyer, or if there is a conflict of interest, the **insured person** can choose an **appointed representative** by sending **us** the suitably qualified person's name and address. **We** may choose not to accept the choice of representative, but only in exceptional circumstances. If there is a disagreement over the choice of **appointed representative**, another suitably qualified person can be appointed to decide the matter (see Condition 7).  
(c) Before the **insured person** chooses a lawyer **we** can appoint an **appointed representative**.  
(d) An **appointed representative** will be appointed by **us** and represent the **insured person** according to **our** standard terms of appointment. The **appointed representative** must co-operate fully with **us** at all times.  
(e) **We** will have direct contact with the **appointed representative**.  
(f) The **insured person** must co-operate fully with **us** and the **appointed representative** and must keep **us** up to date with the progress of the claim.  
(g) The **insured person** must give the **appointed representative** any instructions that **we** require.
- 3 (a) The **insured person** must tell **us** if anyone offers to settle a claim.  
(b) If the **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.  
(c) The **insured person** must not negotiate or agree to settle a claim without **our** approval.  
(d) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- 4 (a) The **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.  
(b) The **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 an **appointed representative** refuses to continue acting for the **insured person** with good reason or if the **insured person** dismisses an **appointed representative** without good reason, the cover **we** provide will end at once unless **we** agree to appoint another **appointed representative**.
- 6 If the **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to an **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **costs and expenses** paid by **us**.
- 7 If **we** and the **insured person** disagree about the choice of **appointed representative**, or about the handling of a claim, **we** and the **insured person** can choose another suitably qualified person to decide the matter. **We** must both agree to the choice of this person in writing. Failing this, **we** will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose choice is rejected.
- 8 **We** may at **our** discretion require the **insured person** to obtain at the **insured person's** expense an opinion from a barrister chosen by the **insured person** and **us**, as to the merits of a claim or

proceedings. If the barrister's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **us**.

- 9 **We can cancel this policy at any time as long as we tell the policyholder at least 21 days beforehand. The policyholder can cancel this policy at any time as long as we are told at least 21 days beforehand.**
- 10 **We will not pay any claim covered under any other policy, or any claim that would have been covered by another policy if this policy did not exist.**
- 11 **This policy is governed by English Law.**
- 12 **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.**

## HELPLINE SERVICES

**We provide these services 24 hours a day, seven days a week during the period of insurance. To help us check and improve our service standards, we record all calls.**

### **EUROLAW LEGAL ADVICE SERVICE**

**We will give the insured person confidential legal advice over the phone on any personal legal problem under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Norway and Switzerland.**

### **TAX ADVICE SERVICE**

**We will give the insured person confidential advice over the phone on personal tax matters.**

**We will not accept responsibility if the Helpline Services fail for reasons beyond our control.**

**To use the Legal Advice and Tax Advice Helplines, insured persons can phone us on TBA**

**When phoning, the insured person should quote Policy No: TBA**

DAS is authorised and regulated by the Financial Services Authority and is a member of the Association of British Insurers.