



FAMILY

LEGAL PROTECTION

POLICY WORDING



FIRST FOR JUSTICE

IMPORTANT INFORMATION

This is your Family Legal Protection policy – it includes everything you need to know about your cover.

We suggest you keep this document in a safe place as you will need to refer to it if you need to make a claim.

ASSISTANCE SERVICE

We provide these services 24 hours a day, seven days a week during the **period of insurance**. All services apply to the Republic of Ireland unless otherwise stated.

DOMESTIC HELP

Call 01 881 8010

We will arrange help or repairs needed if **you** have a domestic emergency in **your** home, such as a burst pipe, blocked drain, broken window or building damage.

You will be responsible for paying the costs for the help.

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

HELPLINE SERVICES

We provide these services 24 hours a day, seven days a week during the **period of insurance**. However, **we** may need to arrange to call **you** back depending upon **your** enquiry. All helplines apply to the Republic of Ireland unless otherwise stated.

To help **us** check and improve **our** service standards **we** may record all calls.

When phoning, please tell **us your** policy number and the name of the insurance provider who sold **you** this policy. Please do not phone **us** to report a general insurance claim.

LEGAL ADVICE SERVICE

Call 1850 670 747

We provide confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland, United Kingdom, Channel Islands and Isle of Man.

Our legal advisers provide advice on the laws of the Republic of Ireland 24 hours a day, seven days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of specialist matters, **we** will refer **you** to one of **our** specialist advisers.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.

IDENTITY THEFT SERVICE

Call 1890 252 922

If **you** are a resident in the Republic of Ireland, **we** will provide **you** with detailed guidance and advice over the phone about being or becoming a victim of **identity theft**.

The helpline is open 9am to 5pm, Monday to Friday.

N.B. We do not provide a call back service for this helpline if you call outside of the operating hours.

HEALTH & MEDICAL INFORMATION SERVICE

Call 1890 254 164

We will give **you** information over the phone on health and fitness, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve general fitness.

Health and medical information is provided by qualified nurses 9am - 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

COUNSELLING SERVICE

Call 1850 670 407

We will provide **you** (including any members of **your** immediate family who permanently live with **you**) with a confidential counselling service over the phone if they are aged 18 years or over (or aged between 16 and 18 and in full-time employment) including, where appropriate, onward referral to relevant voluntary or professional services. Any costs arising from the use of these referral services will not be paid by **us**.

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

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IMPORTANT INFORMATION	BACK COVER

THE MEANING OF WORDS IN THIS POLICY

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

appointed representative	The preferred law firm , law firm, accountant or other suitably qualified person we will appoint to act on your behalf.
costs and expenses	<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) All reasonable and necessary costs chargeable by the appointed representative and agreed by us on a party/party basis.</p> <p>(c) The costs incurred by opponents in civil cases if you have been ordered to pay them, or you pay them with our agreement.</p> <p>(d) In the event of your absence from work, attendance expenses to perform jury service or to attend any court or Workplace Relations Adjudication at the request of the appointed representative. The maximum we will pay is your net salary or wages for the time that you are absent from work less any amount your employer has paid you, or the court or the Workplace Relations Commission, has paid or awarded you. The amount we will pay is based on the following:</p> <ul style="list-style-type: none">■ the time you are 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 you work full time, the salary or wages for each day equals 1/250th of your yearly salary or wages;■ if you work part time, the salary or wages will be a proportion of your weekly salary or wages;■ if you are self employed, we will pay net salary or wages that you draw from the business to cover your own personal cost-of-living expenses.
countries covered	<p>(a) For insured incidents 1 Contract disputes and 3 Bodily injury The United Kingdom of Great Britain and Northern Ireland, 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.</p> <p>(b) For all other insured incidents The Republic of Ireland.</p>
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 no win, no fee agreement. Where a law firm is acting as an appointed representative the amount is currently up to a maximum of €150 per hour.

date of occurrence	<p>(a) For civil cases (other than under insured incident 7 Tax protection), 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. (This is the date the event happened, which may be before the date you first became aware of it.)</p> <p>(b) For criminal cases, the date you began, or are alleged to have begun, to break the law.</p> <p>(c) For insured incident 7 Tax protection, the date when the Revenue Commissioners first notify you in writing of their intention to carry out a revenue audit.</p>
identity theft	The theft or unauthorised use of your personal identification which has resulted in the unlawful use of your identity.
injuriesboard.ie (IB)	An independent statutory government body which assess the amount of compensation due to a person who has suffered a personal injury.
period of insurance	The period for which we have agreed to cover you .
preferred law firm	A law firm we choose to provide legal or other services. These legal specialists are chosen as they have the proven expertise to deal with your 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	<p>(a) For civil cases, the prospects that you will recover losses or damages (or obtain any other legal remedy which we have agreed to, including an enforcement of judgment), or make a successful defence, must be at least 51%. We, or a preferred law firm on our behalf, will assess whether there are reasonable prospects.</p> <p>(b) For criminal cases there is no requirement for there to be prospects of a successful outcome.</p> <p>(c) For all civil and criminal appeals the prospect of a successful outcome must be at least 51%.</p>
revenue audit	An examination by the Revenue Commissioners of your self assessment return for income tax or capital gains tax.
we, us, our, DAS	DAS Legal Expenses Insurance Company Limited.
you, your	The person who has taken out this policy (the policyholder) and any member of their family who always lives with them. Anyone claiming under this policy must have the policyholder's agreement to claim.

WELCOME TO DAS FAMILY LEGAL PROTECTION

Thank you for purchasing this DAS Family Legal Protection. 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**. If **you** have any questions or would like more information, please contact **your** insurance adviser.

HELPING YOU WITH YOUR LEGAL PROBLEMS

If **you** wish to speak to **our** legal teams about a personal legal problem, please phone **us** on **1850 670 747**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to give legal advice.

MAKING A CLAIM

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, please phone **us** on **01 670 7470** and **we** will send **you** a claim form. **We** cannot confirm cover for **your** claim over the phone. Please send **your** completed claim form or written details of **your** claim to the **Claims Department | DAS Legal Expenses Insurance Company Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin | D02 WR20** or email **claims@das.ie**

Once **you** have sent **us** the details of **your** claim and if **we** have accepted it, **we** will start to resolve **your** legal problem. Claims are usually handled by an **appointed representative** appointed by **us**, but sometimes **we** deal with them ourselves. Claims outside the Republic of Ireland may be dealt with by DAS offices elsewhere in Europe.

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

HOW TO MAKE A COMPLAINT

We will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Head of Operations at **DAS Legal Expenses Insurance Company Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin 2 | D02 VH29**. Or **you** can phone **us** during standard office hours on **01 670 7470** or email **us** at **customerrelations@das.ie**

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

If **you** are still not satisfied **you** can contact the Financial Services and Pensions Ombudsman (FSPO) at **Lincoln House | Lincoln Place | Dublin 2 | D02 VH29**. **You** can also contact them by emailing their Information Service at **info@fspoi.ie** or calling them on **+353 1 567 7000**. Website **www.fspoi.ie**

You can also contact the Insurance Information Service at **5 Harbourmaster Place | IFSC | Dublin 1 | D01 E7E8** or by phoning **01 676 1820**. Website www.insuranceireland.eu

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

DAS Head and Registered Office:

DAS Ireland is a branch office of DAS Legal Expenses Insurance Company Limited, having its head and registered office at **DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**, registered in England and Wales, Company Number 103274. Registered as a branch in Ireland under number 903779.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland (C738) for conduct of business rules.

Website: www.das.ie

www.das.co.uk

OUR AGREEMENT

This policy, the schedule and any endorsement shall be read together as one document, and describe the contact between **you** and **us**.

We agree to provide the insurance described in this policy for **you** in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy and schedule, provided that:

- (a) **reasonable prospects** exist for the duration of the claim
- (b) the **date of occurrence** of the insured incident is during the **period of insurance**
- (c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **countries covered**
- (d) 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 provided that:

- 1** 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 €65,000.
- 2** The most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting on **your** behalf) is currently €150 per hour. This amount may vary from time to time.
- 3** In respect of an appeal or the defence of an appeal, **you** must tell **us** within the statutory time limits allowed that **you** want to appeal. Before **we** pay **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist.
- 4** For an enforcement of judgment to recover any money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist.
- 5** 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.
- 6** in respect of insured incident **3 Bodily injury** **we** will pay the application fee required by the **injuriesboard.ie (IB)**.

WHAT WE WILL NOT PAY

In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.

INSURED INCIDENTS

1 CONTRACT DISPUTES

We will negotiate for **your** legal rights in a contractual dispute arising from an agreement or an alleged agreement which **you** have entered into for:

- (a) buying or hiring in goods or services; or
- (b) selling goods;

Provided that:

The amount in dispute is more than €150.

What is not covered under CONTRACT DISPUTES

A claim relating to:

- (1) a contract regarding **your** trade, profession, employment or any business venture;
- (2) construction work on any land, or designing, converting or extending any building where the contract value exceeds €7,500 (including VAT);
- (3) the settlement payable under an insurance policy (**we** will negotiate if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim);
- (4) a dispute arising from any loan, mortgage, pension, investment or borrowing;
- (5) a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

2 IDENTITY THEFT

Identity theft support service

Following a call to the **identity theft** helpline service, **we** will help to restore **your** identity and credit status if **you** have become a victim of **identity theft**. **We** will assign a personal case worker who will provide phone advice to help regain **your** identity.

Legal costs

Following **your identity theft**:

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

Provided that:

- (i) **you** file a Gardaí report and notify banks and building societies as soon as possible; and
- (ii) **you** tell **us** if **you** have previously suffered **identity theft**; and
- (iii) **you** take all reasonable action to prevent continued unauthorised use of **your** identity.

What is not covered under Identity theft

- (1) Fraud committed by anyone entitled to make a claim under this policy.
- (2) Losses arising from an **your business** activities.

3 BODILY INJURY

We will negotiate for **your** legal rights in a claim against a party who causes the death of, or bodily injury to **you**. This includes helping **you** to register **your** claim with the injuriesboard.ie (**IB**).

What is not covered under BODILY INJURY

- (1) Illness or bodily injury, which happens gradually or is not caused by a specific or sudden accident.
- (2) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **you**.
- (3) Clinical negligence.
- (4) Defending **your** legal rights, but defending a counter-claim is covered.
- (5) The cost of obtaining a medical report when registering a claim with the **IB**.

4 CLINICAL NEGLIGENCE

We will negotiate for **your** legal rights where it is alleged that accidental death or bodily injury to **you** has resulted from a single negligent act of surgery, clinical or medical procedure.

What is not covered under CLINICAL NEGLIGENCE

- (1) The alleged failure to correctly diagnose **your** condition.
- (2) Psychological injury or mental illness that is not associated with **you** having suffered physical bodily injury.

5 EMPLOYMENT DISPUTES

We will negotiate for **your** legal rights in a dispute relating to **your** contract of employment or future employment.

What is not covered under EMPLOYMENT DISPUTES

- (1) Employers' disciplinary hearings or internal grievance procedures;
- (2) Any claim relating solely to personal injury.

6 PROPERTY PROTECTION

We will:

- (a) negotiate for **your** legal rights in a civil action; and/or
- (b) arrange mediation (if appropriate);
for a dispute relating to physical property (including **your** principal and holiday home) which is legally owned by **you**, or for which **you** are responsible, following:
 - (1) an event which causes physical damage to such physical property, provided that the amount in dispute is more than €150;
 - (2) a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of their land, or some right over, or in connection with it);
 - (3) a trespass.

What is not covered under PROPERTY PROTECTION

- (1) A claim relating to:
 - (a) a contract entered into by **you**;
 - (b) any building or land other than **your** principal or holiday home;
 - (c) someone legally taking **your** physical property from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your** physical property by any government or public or local authority;
 - (d) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;
 - (e) mining subsidence.
- (2) Defending a claim relating to an event that causes physical damage to physical property, but defending a counter-claim is covered.
- (3) The first €350 of any claim for legal nuisance or trespass. This is payable as soon as **we** accept the claim.

7 TAX PROTECTION

In the event of a **revenue audit** relating to **your** self-assessment tax return, **we** will negotiate for **you**, and represent **you** in any appeal proceedings.

What is not covered under TAX PROTECTION

- (1) A claim relating to an off shore account held by **you**.
- (2) The tax affairs of a company, or any claim if **you** are self-employed, or a sole-trader, or in a **business** partnership.
- (3) Any Revenue Commissioner's audit where **you** have not submitted a self-assessment tax return.
- (4) Reviews conducted by the Revenue Commissioners as part of its review programmes.

8 JURY SERVICE AND COURT ATTENDANCE

Your absence from work:

- (a) to attend any court or tribunal at the request of the **appointed representative**; or
- (b) to perform jury service; or
- (c) to carry out activities specified by the **identity theft** support service under insured incident **2 Identity theft**.

9 LEGAL DEFENCE

- (1) **We** will defend **your** legal rights if an event arising from **your** work as an employee leads to:
 - (a) **you** being prosecuted; or
 - (b) civil action being taken against **you** under legislation for unlawful discrimination.
- (2) **We** will defend **your** legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

What is not covered under LEGAL DEFENCE

- (1) Parking or obstruction offences.
- (2) The driving of a motor vehicle by **you** for which **you** do not have valid motor insurance.

GENERAL EXCLUSIONS

1 **Late reported claims**

Any claim where **you** have 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 **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 **you** are ordered to pay by a court or other authority.

4 **Deliberate acts**

A claim intentionally brought about by **you**.

5 **Legal action we have not agreed**

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

6 **Defamation**

Any claim relating to written or verbal remarks which damage **your** reputation.

7 **A dispute with us not otherwise dealt with under Condition 6.**

8 **Judicial reviews, inquests, inquiries and injunctions**

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

9 **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, 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.

10 **Litigant in person**

Any claim where **you** are not represented by a law, barrister or tax expert.

POLICY CONDITIONS

1 Your representation

- (a) On receiving a claim, 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) 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 or tax expert to act as the **appointed representative**. **We** will choose the **appointed representative** to represent **you** in any proceedings where **we** are liable to pay a compensation award.
- (c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the hourly amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment** and, in those circumstances, **you** would be liable for **costs and expenses** which exceed those included within the **DAS Standard Terms of Appointment**. These will be provided to **you** once **we** accept **your** claim, if it is necessary to issue legal proceedings and **you** choose **your** own **appointed representative** rather than using a **preferred law firm**. Where **costs and expenses** have not already been agreed with a **preferred law firm** for the relevant claim type, **we** will pay up to a maximum of €150 per hour.
- (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.

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) **You** 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 **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- (c) **We** may decide to pay **you** the amount of damages that **you** are claiming, or that is being claimed against **you**, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle a claim in **your** name. **You** must allow **us** to pursue at **our** own expense and for **your** benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.

4 Assessing and recovering costs

- (a) **You** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
- (b) **You** must take every step to recover **costs and expenses** and IB application fee(s) that **we** have to pay, and must pay **us** any **costs and expenses** and IB application fee(s) that are recovered.

5 **Cancelling an appointed representative's appointment**

If the **representative** refuses to continue acting for **you** with good reason, or if **you** dismiss 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**

- (a) If **you** settle a claim or withdraw it without **our** agreement, or do not give suitable instructions to an **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim from **you costs and expenses we** have paid.
- (b) If during the course of a claim **reasonable prospects** no longer exist, the cover **we** provide will end at once. **We** will pay any **costs and expenses we** have agreed to, up to the date cover was withdrawn.

7 **Disputes**

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, **you** can contact the Financial Services Ombudsman Bureau for help. Details available from www.financialombudsman.ie

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.

8 **You must:**

- (a) keep to the terms and conditions of this policy;
- (b) take reasonable steps to avoid and prevent claims;
- (c) take reasonable steps to avoid incurring unnecessary costs;
- (d) send everything **we** ask for, in writing;
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

9 **Expert opinion**

We may, at **our** discretion, require **you** to obtain, at **your** expense, an opinion from an expert, that **we** consider appropriate, on the merits of a 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.

10 **Cancelling the policy**

You can cancel this policy by telling **us** at any time as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

Subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

11 Fraudulent claims

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

- (a) a claim **you** have made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

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 Gardaí, government bodies and anti-fraud organisations.

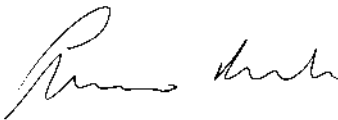
12 Claims under this policy by a third party

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.

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 This policy will be governed by Irish Law. All Acts of the Oireachtas within the policy wording shall include any subsequent amendment or replacement legislation.



Andrew Burke
Chief Executive Officer, DAS Group

DATA PROTECTION

To comply with the Data Protection Act 1988, the Data Protection (Amendment) Act 2003 and the Data Protection Act 2018 (and any legislation which amends, extends, consolidates, re-enacts or replaces the same, including any statutory instruments and regulations that may be made pursuant thereto) **we** are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

We may collect personal details including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **We** will only obtain personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold this policy.

WHO WE ARE

DAS Ireland is a branch office of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Office of the Data Protection Commissioner in the Republic of Ireland, and the Information Commissioner's Office in the UK. DAS Ireland has a Data Protection Officer who can be contacted at dataprotection@das.ie

HOW WE WILL USE YOUR INFORMATION

We may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact you for your feedback. If the policy includes legal advice **we** may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

We will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose the personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** may use and share the personal data with other organisations and public bodies, including the Gardaí and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via **our** website.

WHAT IS OUR LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

It is necessary for **us** to use the personal information to perform **our** obligations in accordance with any contract that **we** may have with the person taking out this policy. It is also in **our** legitimate interest to use the personal information for the provision of services in relation to any contract that **we** may have with the person taking out this policy.

HOW LONG WILL YOUR INFORMATION BE HELD FOR?

We will retain personal data for 7 years. **We** will only retain and use the personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If you no longer want **us** to use the personal data, please contact **us** at dataprotection@das.ie

WHAT ARE YOUR RIGHTS?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held.

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
Europa House
Harcourt Centre
Harcourt Street
Dublin 2
D02 WR20

Or via email: dataprotection@das.ie

HOW TO MAKE A COMPLAINT

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Office of the Data Protection Commissioner can be approached directly for a decision. The Data Protection Commissioner can be contacted at:

Data Protection Commissioner
Canal House
Station Road
Portarlinton
R32 AP23
Co. Laois

www.dataprotection.ie

IMPORTANT INFORMATION

- **LEGAL ADVICE SERVICE**

Call 1850 670 747 when you require legal advice

- **IDENTITY THEFT SERVICE**

Call 1890 252 922 for support against identity theft

- **HEALTH AND MEDICAL INFORMATION SERVICE**

Call 1890 254 164 for advice on general health issues

- **COUNSELLING SERVICE**

Call 1850 670 407 for confidential counselling

- **DOMESTIC HELP**

Call 01 881 8010 when you have a domestic emergency in your home

Policy number

Stationery number

Period of insurance from

Period of insurance to

Please refer to the insurance certificate issued with this policy | Please note that all calls made to and from DAS Ireland are recorded for training and quality purposes | DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland (C738) for conduct of business rules | DAS Legal Expenses Insurance Company Limited | Head and registered office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH | Registered in England and Wales | Company Number 103274 | Registered as a branch in Ireland under number 903779 | Website: www.das.ie