

# Hiscox 606 - family legal protection

Insurance product information document



**Company:** DAS Legal Expenses Insurance Company Limited

**Product:** Family legal protection

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (register number 202106) and the Prudential Regulation Authority

This document provides a summary of the key information relating to the standard terms and conditions of this family legal protection cover. Complete pre-contractual and contractual information on the product is provided in the full policy documentation and you should also check the schedule for any endorsements that change the scope of cover.

## What is this type of insurance?

This product is designed to meet the needs of customers who wish to protect themselves against legal costs they may need to incur in the event of certain disputes.



### What is insured?

- ✓ We will cover legal costs to negotiate your rights in relation to the insured incidents referred to below, provided:
  - the incident occurred within the period of insurance;
  - any legal proceedings take place within the territorial limit; and
  - the claim maintains reasonable prospects of success.
- ✓ **Insured incident 1 – employment disputes**  
Negotiating your rights:
  - arising from your employment contract;
  - in a dispute between you and your domestic employees;
  - against domestic employees to recover premises you own or are responsible for.
- ✓ **Insured incident 2 – contract disputes**  
Negotiating your rights arising from contracts entered into for:
  - the buying or hiring of goods or services;
  - the selling of goods;
  - the buying or selling of your home or secondary home.
- ✓ **Insured incident 3 – bodily injury**  
Negotiating your rights following a bodily injury to you or your death.
- ✓ **Insured incident 4 – property protection**  
Negotiating your rights in a dispute arising from:
  - physical damage to your property;
  - nuisance affecting your enjoyment of your home.
- ✓ **Insured incident 5 – tax protection**  
Negotiating on your behalf in respect of an examination by the Revenue relating to your self assessment tax return.
- ✓ **Insured incident 6 – legal defence**  
Defending your rights if an event arising from your work as an employee leads to a criminal prosecution, including for a driving offence.
- ✓ **Insured incident 7 – attendance expenses**  
We will cover your salary lost due to jury service or attending court in relation to a covered insured incident.



### What is not insured?

- ✗ **Insured incident 1 – employment disputes**  
Disciplinary, grievances, personal injury claims.
- ✗ **Insured incident 2 – contract disputes**  
Disputes relating to: your business or employment; a lease of less than eight years; settlements under insurance policies.
- ✗ **Insured incident 3 – bodily injury**  
Gradually occurring illnesses; defending a claim; costs of obtaining a medical report when registering a claim with the PIAB.
- ✗ **Insured incident 4 – property protection**  
Claims related to contracts, buildings other your home, someone taking your home from you; subsidence caused by mining; defending a claim relating to physical damage of property.
- ✗ **Insured incident 5 – tax protection**  
Claims relating to an offshore account held by you, your business or revenue audit.
- ✗ **Insured incident 6 – legal defence**  
Parking offences or driving a vehicle without insurance.
- ✗ Applicable to all insured incidents
  - incidents before the start of the policy; costs incurred before our acceptance of a claim; fines and penalties; intentional acts; your dishonesty or violence; damage to someone's reputation; judicial reviews, inquests or fatal accident enquiries; any legal action we have not approved.



### Are there any restrictions on cover?

- ! We will not cover the amount of the excess.
- ! You may appoint your preferred firm but only if they act on the same terms as our preferred firm.
- ! You must accept any reasonable offer of settlement. If you do not, we will not make any further payment.



## Where am I covered?

For Insured incident 3 anywhere in the world. For all other Insured Incidents: Ireland.



## What are my obligations?

- You must take reasonable care to prevent any incident that would cause you to claim under this section and to keep our payments as low as possible.
- You must let us have all of the information we ask for.
- You must co-operate fully with the legal representative and allow us to have direct contact with them.
- You must tell us about any offers of settlement.
- You must tell us as soon as possible about incident that might be covered.



## When and how do I pay?

Please check your policy schedule for payment method.



## When does the cover start and end?

Please check your policy schedule for your cover start and end dates.



## How do I cancel the contract?

By telephone, email or post. You will receive a full refund if you cancel within 15 days of insuring with us. If you cancel after the first 15 days and have not made a claim we will return a pro-rata proportion of your premium. We will never charge you a fee for cancelling your insurance.

## Important information

### How to make a claim

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If you suffer a loss and may need to make a claim you should contact us as soon as possible.

For all claims you will need to provide your Hiscox policy number and full details of the claim, including the date, amount claimed and circumstances.

### Complaints procedure

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If you have a complaint, you can contact us using the details below and we will ensure your complaint is directed to the relevant provider's complaints handling department.

Hiscox Customer Relations  
The Hiscox Building  
Peasholme Green  
York YO1 7PR  
United Kingdom

By phone: +44 (0)800 116 4627

By phone from mobiles or abroad: +44 (0)1904 681198

By email: [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com)

If you remain dissatisfied after the internal dispute resolution process, you may have the right to refer your complaint to the Financial Services and Pensions Ombudsman.

The Financial Services and Pensions Ombudsman (FSPO) is an independent, impartial, fair and free service that helps resolve complaints with pensions providers and regulated financial services providers.

Contact details:

Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin  
DO2 VH29

Phone: +353 1 567 7000

Email: [info@fspoi.ie](mailto:info@fspoi.ie)

Web: [www.fspoi.ie](http://www.fspoi.ie)

If you have purchased your policy online you can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>.

### General information

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Hiscox Underwriting Ltd (the intermediary) underwrites policies on behalf of Hiscox Insurance Company Limited (an insurer), Hiscox S.A. (an insurer), certain underwriters at Lloyd's (managed by Hiscox Syndicates Limited) and third-party insurers. The insurer(s) for your policy will be detailed in your policy schedule.

This insurance is governed by the laws of the country stated in the general terms and conditions. Any dispute arising out of or relating to this insurance, including over its construction and validity will be referred to a single arbitrator in accordance with the general terms and conditions and the Arbitration Act then in force in the country stated.

We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation from the scheme. Full details are available at [www.fscs.org.uk](http://www.fscs.org.uk).

### Our services

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This is a statement of the terms of business on which we agree to act and contains details of our regulatory and statutory responsibilities under the supervision of the Financial Conduct Authority. If you have any questions, please advise your usual contact in the first instance who will be pleased to assist you.

#### About us

Hiscox Underwriting Ltd, is authorised and regulated by the Financial Conduct Authority in England and is regulated by the Central Bank of Ireland for conduct of business rules. Hiscox Underwriting Ltd is subject to the Consumer Protection Code 2012 which offers protection to consumers, details of this code can be found on the Central Bank of Ireland's website.

Hiscox Underwriting Ltd is registered in England no. 02372789, at 1 Great St Helen's, London EC3A 6HX. Our FS Register number for the Financial Conduct Authority is 308922. You can check this on the FS's Register by visiting website <https://register.fca.org.uk/>. The FCA is the independent watchdog that regulates financial services in the UK.

We are permitted to arrange contracts of insurance.

Hiscox Ltd indirectly owns 100% of Hiscox Underwriting Ltd and Hiscox Insurance Company Limited.

**Our relationship with you**

We only offer Hiscox insurance products. These are underwritten by Hiscox Underwriting Ltd (the intermediary) on behalf of Hiscox Insurance Company Limited, Hiscox S.A., certain underwriters at Lloyd's (managed by Hiscox Syndicates Limited) and partner insurers for certain parts of the cover (these will be set out in the policy schedule). We act as agent for the insurers in undertaking certain responsibilities and therefore will not be acting as an independent insurance intermediary.

Hiscox Underwriting Ltd receives commission for this from Hiscox Insurance Company Limited and Hiscox S.A. If you purchase a policy that is serviced or underwritten by a third party, we will set the price you pay for this policy which will be made up of the base cost from the supplier along with an element of profit and administration costs. In addition to this we may receive a profit share from the third party. We do not charge a separate fee for arranging the insurance. If you would like further details of the commission arrangement on this policy please contact us.

At your request we will endeavour to arrange cover based on the information you have provided. While we will provide you with information on the cover offered, you will not receive advice or a recommendation from us. Any quote documentation we provide to you is based on the information you provide us. You should check to confirm this is correct and advise us of any changes required.

You will be required to make premium payments in accordance with the terms of the policy. Failure to pay any amounts due may result in the insurer cancelling coverage in line with the terms and conditions of the policy.

**Using your personal information**

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681198 or by emailing us at [dataprotectionofficer@hiscox.com](mailto:dataprotectionofficer@hiscox.com).

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at [www.hiscox.co.uk/cookies-privacy](http://www.hiscox.co.uk/cookies-privacy).

This important information document is effective from September 2018.

19317 - Regulatory IPID information – Ireland.