



# PILOT LEGAL PROTECTION

LEGAL ADVICE & PROTECTION FOR MEMBERS OF THE INDEPENDENT PILOTS ASSOCIATION

**SCHEME POLICY WORDING**

Policy No: TT2 / 6903451



**FIRST FOR JUSTICE**

# HELPLINE SERVICES

The **insured person** can contact **our** UK-based call centre 24 hours a day, seven days a week during the **period of insurance**. However, **we** may need to arrange to call the **insured person** back depending on the enquiry. To help **us** check and improve **our** service standards, **we** may record all inbound and outbound calls. When phoning, please quote policy number **TT2 / 6903451**.

## LEGAL ADVICE SERVICE

Call **0344 893 8165**

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

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am – 5pm, Monday to Friday, excluding public and bank holidays. If the **insured person** calls outside these times, a message will be taken and a return call arranged within the operating hours.

**We** cannot accept responsibility if the helpline service is unavailable for reasons **we** cannot control.

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# THE MEANING OF WORDS IN THIS POLICY

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

<b>appointed representative</b>	The <b>preferred law firm</b> , law firm, accountant or other suitably qualified person <b>we</b> will appoint to act on the <b>insured person's</b> behalf.
<b>costs and expenses</b>	<p>(a) All reasonable and necessary costs chargeable by the <b>appointed representative</b> and agreed by <b>us</b> in accordance with the <b>DAS Standard Terms of Appointment</b>.</p> <p>(b) The costs incurred by opponents in civil cases if the <b>insured person</b> has been ordered to pay them, or the <b>insured person</b> pays them with <b>our</b> agreement.</p>
<b>countries covered</b>	Worldwide.
<b>DAS Standard Terms of Appointment</b>	The terms and conditions (including the amount <b>we</b> will pay to an <b>appointed representative</b> ) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an <b>appointed representative</b> the amount is currently £100 per hour. This amount may vary from time to time.
<b>date of occurrence</b>	The date on which the claim for any insured incident is reported to <b>us</b> by the <b>insured person</b> during the <b>period of insurance</b> .
<b>insured person</b>	The individual member of <b>the policyholder</b> declared to <b>us</b> .
<b>period of insurance</b>	The period for which <b>we</b> have agreed to cover the <b>insured person</b> .
<b>preferred law firm</b>	A law firm or barristers' chambers <b>we</b> choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the <b>insured person's</b> claim and must comply with <b>our</b> agreed service standard levels, which <b>we</b> audit regularly. They are appointed according to the <b>DAS Standard Terms of Appointment</b> .
<b>reasonable prospects</b>	<p>(a) For civil cases (other than insured incident <b>Legal defence, Statutory Authority Representation</b> and <b>Government Authority Representation</b>) the prospects that the <b>insured person</b> will recover losses or damages (or obtain any other legal remedy that <b>we</b> have agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%. <b>We</b>, or a <b>preferred law firm</b> on <b>our</b> behalf, will assess whether there are <b>reasonable prospects</b>.</p> <p>(b) For criminal cases, and for insured incidents <b>Statutory Authority Representation</b> and <b>Government Authority Representation</b>, there is no requirement for there to be prospects of a successful outcome.</p> <p>(c) For all civil and criminal appeals the prospects of a successful outcome must be at least 51%.</p>

**we, us, our, DAS**

DAS Legal Expenses Insurance Company Limited.

**the policyholder**

The Independent Pilots Association.

# WELCOME TO PILOT LEGAL PROTECTION

As a **DAS** policyholder, your group members are 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 this policy. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**.

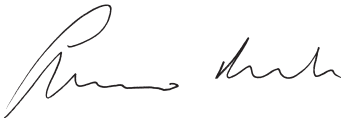
To make sure your group members get the most from your **DAS** cover, please take time to read this policy which explains the contract between you and **us**. If you have any questions or would like more information, please contact your insurance adviser or **us** if you have bought the policy direct from **us**.

## HOW WE CAN HELP

To make a claim under this policy, the **insured person** can phone **us** on **0344 893 8165**. **We** will ask the **insured person** about their legal dispute and if necessary call them back at an agreed time to give them legal advice. If their dispute needs to be dealt with a claim under this policy, **we** will give them a claim reference number. At this point **we** will not be able to tell the **insured person** whether they are covered but **we** will pass the information they have given **us** to **our** claims handling teams and explain what to do next.

## WHEN WE CANNOT HELP

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



Andrew Burke  
**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](http://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.

**Financial Services Compensation Scheme**

**We** are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, [www.fscs.org.uk](http://www.fscs.org.uk)

**DAS Law Limited Head and Registered Office:**

**DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL**

Registered in England and Wales | number 5417859 | Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

# OUR AGREEMENT

- 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 will cover the **insured person**. **We** agree to provide the insurance described in this policy, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:
  - (a) the **date of occurrence** of the insured incident is during the **period of insurance**; and
  - (b) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **countries covered**; and
  - (c) the insured incident happens within the **countries covered**; and
  - (d) **reasonable prospects** exist for the duration of the claim (other than for legal defence cases, Statutory Authority Representation and Government Authority Representation).

## WHAT WE WILL PAY

**We** will pay an **appointed representative**, on the **insured person's** behalf, **costs and expenses** incurred following an insured incident, provided that:

- (a) 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, in respect of each **insured person** is shown as the limit of indemnity in the policy schedule;
- (b) 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 (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- (c) in respect of an appeal or the defence of an appeal, the **insured person** must tell **us** within the time limits allowed that they want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- (d) for an enforcement of judgment to recover money and interest due to an **insured person** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist, and
- (e) 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, if the **insured person** decides not to use the services of a **preferred law firm**, the **insured person** 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

For advice and to make a claim call **0344 893 8165**

## What is covered

Please also refer to **our** agreement on page 7.

## What is not covered

Please also refer to the policy exclusions on page 10.

### 1 STATUTORY AUTHORITY REPRESENTATION

**Costs and expenses** to represent the **insured person** at an enquiry set up by a statutory authority concerned with administration, management, education or training at which the **insured person** is required or requested to attend, or it is in the interest of the **insured person's** reputation or career to attend.

### 2 GOVERNMENT AUTHORITY REPRESENTATION

**Costs and expenses** to represent the **insured person** at a public or private hearing held by a government authority into any accident or incident relating to any aircraft in which the **insured person** may be involved.



For advice and to make a claim call **0344 893 8165**

#### What is covered

Please also refer to **our** agreement on page 7.

### 3 LEGAL DEFENCE

**Costs and expenses** to defend the **insured person's** legal rights if an event arising from the **insured person's** membership of **the policyholder** 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; 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 the policyholder'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.

### 4 PERSONAL INJURY

**We** will pay **costs and expenses** for an **insured person's** legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

#### What is not covered

Please also refer to the policy exclusions on page 10.

- 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.
- 3 Any alleged or actual sexual offences committed by the **insured person**.

A claim relating to the following:

- (a) illness or bodily injury that happens gradually.
- (b) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the **insured person**.
- (c) defending the **insured person's** legal rights but **we** will cover defending a counter-claim.

# POLICY EXCLUSIONS

We will not pay for the following:

- 1 Late reported claims**  
Any claim reported to **us** more than 30 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 that a court or other authority orders the **insured person** to pay, including any costs awarded against the **insured person** by a criminal court.
- 4 Legal action we have not agreed**  
Any legal action that 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**.
- 5 Defamation**  
Any claim relating to written or verbal remarks that damage the **insured person's** reputation.
- 6 A dispute with DAS**  
A dispute with **us** not otherwise dealt with under policy condition 8.
- 7 Judicial review**  
**Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- 8 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, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000
  - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 9 Litigant in person**  
Any claim where the **insured person** is not represented by a law firm or barrister.

**10 A dispute between insured persons**

Any dispute between two or more **insured persons**.

**11 Service Board Inquiry**

**Costs and expenses** arising from or relating to an **insured person's** representation at any Service Board Inquiry or Court Martial.

**12 Pre-inception Claims**

Any insured incident occurring prior to or existing at the start date of this policy and which the **insured person** knew or ought reasonably to have known may give rise to a claim under this policy.

## POLICY CONDITIONS

**1 The insured person's legal representation**

- (a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as the **insured person's appointed representative** to deal with the **insured person's** claim. They will try to settle the **insured person's** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm** cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.
- (c) If the **insured person** chooses a law firm as their **appointed representative** who is not a **preferred law firm**, **we** will give the **insured person's** 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**. The amount **we** will pay (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- (d) The **insured person** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

**2 The insured person's responsibilities**

- (a) The **insured person** must co-operate fully with **us** and the **appointed representative**.
- (b) The **insured person** must give the **appointed representative** any instructions that **we** ask the **insured person** to.

**3 Offers to settle a claim**

- (a) The **insured person** must tell **us** if anyone offers to settle a claim. The **insured person** must not negotiate or agree to a settlement without **our** written consent.
- (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) **We** may decide to pay the **insured person** the reasonable value of the **insured person's** claim, instead of starting or continuing legal action. In these circumstances the **insured person** must allow **us** to take over and pursue or settle any claim in the **insured person's** name. The **insured person** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and the **insured person** must give **us** all the information and help **we** need to do so.

#### 4 **Assessing and recovering costs**

- (a) The **insured person** must instruct 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** and court attendance 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 the **insured person** with good reason, or if the **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

#### 6 **Withdrawing cover**

If the **insured person** settles or withdraws a claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from the **insured person** any **costs and expenses** **we** have paid.

#### 7 **Expert opinion**

**We** may require the **insured person** to get, at their 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 the **insured person** 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 the **insured person** 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 the **insured person** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the **insured person** 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**

The **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

**The policyholder** can cancel this policy by telling **us** within 14 days of taking it out, or at any time afterwards as long as **the policyholder** tells **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **the policyholder** at least 14 days beforehand.

Subject to the terms of business between **the policyholder** and the person who sold them this policy, the **insured person** 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 **the policyholder** and the person who sold them 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 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.

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 police, government bodies and anti-fraud organisations.

## 12 Claims under this policy by a third party

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.

## 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 the **insured person** normally lives. 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 legal advice service and legal expenses insurance **we** must process the personal data (including sensitive personal data) that **we** collect from **the policyholder** and the **insured person** in accordance with **our** Privacy Policy.

To do so, **we** may need to send this 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. To give the **insured person** legal advice, **we** may have to send the information outside the European Economic Area.

In doing this, **we** will comply with the Data Protection Act 1998. **We** will not disclose personal data about **the policyholder** or an **insured person** to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations, or for the prevention and detection of crime, including fraud and financial sanctions. To prevent and detect crime **we** may use and share data about **the policyholder** or an **insured person** with other organisations and public bodies, including the police and anti-fraud organisations.

For any questions or comments, or requests to see a copy of the information **we** hold, please write to the Group Data Protection Controller at **our DAS** Head Office address – please see page 6.

# 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 **our** Customer Relations Department at **our DAS** Head Office address – please see page 6.

Or you can phone **us** on **0344 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, you can contact the Insurance Division of the Financial Ombudsman Service at: **Exchange Tower | London | E14 9SR**

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

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. You can contact the Legal Ombudsman Service at: **PO Box 6806 | Wolverhampton | WV1 9WJ**.  
You can also contact them on **0300 555 0333** or email them at **enquiries@legalombudsman.org.uk**  
Website: **www.legalombudsman.org.uk**

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

# IMPORTANT INFORMATION

- **LEGAL ADVICE HELPLINE**

Call 0344 893 8165 when you require legal advice

Policy number

Stationery number

Period of insurance from

Period of insurance to