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# MOTOR LEGAL PROTECTION

This is your Gold Key Facts Policy Summary

keyfacts



## Policy Summary

This policy summary provides key information about Best Price Gold Motor Protection, which you should read. It does not contain full terms and conditions of the policy, which you can find in the Best Price Gold Motor Protection policy document. Unless otherwise agreed with the person who sells you this insurance, your cover will be valid for one year.

Best Price Gold Motor Protection is a legal expenses insurance contract which helps you to recover uninsured losses and costs from the person responsible following a motor accident, hire a replacement vehicle, defend you in a motor prosecution or pay a benefit if you are disqualified from driving.



DAS Legal Expenses Insurance Company Limited ('DAS') is the underwriter and provides the legal protection insurance under your policy. The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS. The handling of your claim, via the Motor Claims Centre is provided by DAS Law Limited on behalf of DAS.

# Key Facts Policy Summary

Features and benefits	Significant exclusions or limitations	Where to look in your policy
<p>We will resolve an insured legal problem, either ourselves or through external lawyers and other experts that we will appoint.</p> <p>We will appoint our preferred choice of law firm to deal with your claim and will pay their costs and expenses, which include opponents' costs.</p>	<p>There are reasonable prospects of success for the duration of the claim.</p> <p>If you want to use your choice of law firm, any costs they incur above what we would have paid our preferred law firm will be your responsibility. We will not pay them.</p> <p>Costs incurred before we have accepted a claim.</p> <p>Unless we agree to start legal proceedings or there is a conflict of interest, we are free to choose the representative who will help you.</p>	<p>Page 8, <b>Legal protection: our agreement 2</b></p> <p>Page 8, <b>Legal protection: our agreement 9</b></p> <p>Page 12, <b>Policy exclusions 3</b></p> <p>Page 13, <b>Policy conditions 1 (a) and (b)</b></p>
<p><b>1 UNINSURED LOSS RECOVERY</b></p> <p>We, or if we agree it is necessary, external lawyers that we will appoint, will negotiate to recover uninsured losses and costs following an event which:</p> <p><b>(a)</b> causes damage to your vehicle or to personal property in it; or</p> <p><b>(b)</b> injures or causes the death of you or your passengers.</p>	<p>It must be more likely than not that the insured person will recover damages.</p> <p>Anyone claiming must be in or on your vehicle with your permission when the damage and/or injury is caused.</p> <p>Your vehicle being used by anyone, with your permission, who does not have valid motor insurance.</p> <p>Legal costs are limited to £100,000.</p>	<p>Page 8, <b>Legal protection: our agreement 2</b></p> <p>Page 4, <b>The meaning of words in this policy: insured person</b></p> <p>Page 8, <b>Insured incidents: 1 Uninsured Loss recovery: What we will pay (a) and (b)</b></p> <p>Page 12, <b>Policy exclusions 7</b></p> <p>Page 8, <b>Legal protection: our agreement 8 (i)</b></p>
<p><b>2 REPLACEMENT HIRE VEHICLE HIRE FOLLOWING A NON-FAULT ACCIDENT</b></p> <p>We can arrange to supply you with a replacement vehicle via a hire agreement and we will recover the rental charges from the person who was at fault for the accident.</p>	<p>You must report all incidents to your motor insurer or the police where appropriate.</p> <p>This service is available on the mainland of England, Wales and Scotland only.</p> <p>A replacement vehicle will only be provided if you meet the hire company's conditions of hire.</p> <p>You must sign a hire agreement.</p> <p>You are not insured against hire costs for a replacement vehicle.</p> <p>We are unable to provide a replacement hire vehicle if the driver at fault cannot be identified or traced.</p>	<p>Page 9, <b>2 Replacement hire vehicle following a non-fault accident: Provided that: (i) and (ii)</b></p> <p>Page 6, <b>How we can help</b></p>

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<p><b>3 REPLACEMENT VEHICLE HIRE FOLLOWING THEFT, FIRE, VANDALISM OR A FAULT ACCIDENT</b></p> <p>We can arrange to supply you with a Category A vehicle for up to 14 days (or until your vehicle becomes available to use again) following a theft, attempted theft, fire, vandalism or accidental damage.</p>	<p>You must report all incidents to your motor insurer or the police where appropriate.</p> <p>This service is available on the mainland of England, Wales and Scotland only.</p> <p>A replacement vehicle will only be provided if you meet the hire company's conditions of hire.</p> <p>You must sign a hire agreement.</p> <p>You are not insured against hire costs for a replacement vehicle.</p> <p>We are unable to provide a replacement hire vehicle if the driver at fault cannot be identified or traced.</p>	<p>Page 9, <b>3 Replacement vehicle hire following theft, fire, vandalism or fault accident: Provided that: (i) and (ii)</b></p> <p>Page 6, <b>How we can help</b></p>																																				
<p><b>4 MOTOR PROSECUTION DEFENCE</b></p> <p>If you are prosecuted for one of the following motoring offences and may be disqualified from driving, we will appoint our preferred choice of law firm to defend you, and will pay their costs and expenses. This includes prosecutions for getting 12 or more penalty points</p> <table border="0" data-bbox="23 1254 446 1769"> <thead> <tr> <th>Offence Category</th> <th>Codes</th> </tr> </thead> <tbody> <tr> <td>Accident Offences</td> <td>AC</td> </tr> <tr> <td>Careless driving (except relating to drink, drugs, or causing death)</td> <td>CD10-30</td> </tr> <tr> <td>Construction and use (eg. using a vehicle with defective brakes)</td> <td>CU</td> </tr> <tr> <td>Miscellaneous offences</td> <td>MS</td> </tr> <tr> <td>Motorway offences</td> <td>MW</td> </tr> <tr> <td>Pedestrian crossings</td> <td>PC</td> </tr> <tr> <td>Speed limits</td> <td>SP</td> </tr> <tr> <td>Traffic direction and signs</td> <td>TS</td> </tr> </tbody> </table>	Offence Category	Codes	Accident Offences	AC	Careless driving (except relating to drink, drugs, or causing death)	CD10-30	Construction and use (eg. using a vehicle with defective brakes)	CU	Miscellaneous offences	MS	Motorway offences	MW	Pedestrian crossings	PC	Speed limits	SP	Traffic direction and signs	TS	<p>We will not pay a claim where you have been charged with one of the following offences: driving while disqualified, dangerous driving, driving under the influence of alcohol or drugs, an insurance or licence offence, causing death, theft, or unauthorised taking.</p> <p>See the tables below for a list of offences that are covered and are not covered, along with their offence code:</p> <table border="0" data-bbox="518 1187 1085 1657"> <thead> <tr> <th>Offence Category</th> <th>Codes</th> </tr> </thead> <tbody> <tr> <td>Disqualified driver</td> <td>BA</td> </tr> <tr> <td>Careless driving offences related to drink or drugs</td> <td>CD40-70</td> </tr> <tr> <td>Causing death by careless driving</td> <td>CD80-90</td> </tr> <tr> <td>Dangerous driving</td> <td>DD</td> </tr> <tr> <td>Drink or drugs</td> <td>DR</td> </tr> <tr> <td>Insurance offences</td> <td>IN</td> </tr> <tr> <td>Licence offences</td> <td>LC</td> </tr> <tr> <td>Theft or unauthorised taking, including theft or taking offences that do not lead to penalty points, and so do not have a code</td> <td>UT</td> </tr> </tbody> </table> <p>Legal costs are limited to £100,000.</p> <p>You must tell us within 10 days of receiving a Notice of Intended Prosecution, or as soon as reasonably possible if you are notified of a prosecution any other way.</p> <p>You must tell us straight away if you are convicted of any offence excluded by the policy (see tables below). If you are, we will cancel your policy and refund your premium proportionately.</p> <p>We will not pay to challenge a fixed penalty notice.</p> <p>We will not pay fines, penalties, prosecution (court) costs or victims surcharge.</p>	Offence Category	Codes	Disqualified driver	BA	Careless driving offences related to drink or drugs	CD40-70	Causing death by careless driving	CD80-90	Dangerous driving	DD	Drink or drugs	DR	Insurance offences	IN	Licence offences	LC	Theft or unauthorised taking, including theft or taking offences that do not lead to penalty points, and so do not have a code	UT	<p>Page 11, <b>4 Motor Prosecution Defence: What we will not pay 1</b></p> <p>Page 8, <b>Legal protection: our agreement 8 (i)</b></p> <p>Page 10, <b>4 Motor Prosecution Defence: Provided that (a)</b></p> <p>(c)</p> <p>Page 11, <b>4 Motor Prosecution Defence: What we will not pay 2</b></p> <p>Page 12, <b>Policy exclusions 4</b></p>
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<p><b>5 DISQUALIFICATION BENEFIT</b> If you are disqualified from driving, we will pay you a fixed monthly benefit of up to £2,000 a month, depending on the level of cover you have chosen.</p>	<p>If you already have more than 6 points on your driving licence</p> <p>If you are disqualified for only part of a month, we will reduce the benefit proportionately.</p> <p>We will cover only one disqualification claim.</p> <p>We must have accepted a claim under motor prosecution defence.</p> <p>Depending on the level of cover you have selected, disqualification benefit is limited to £6,000, £12,000, £18,000 or £24,000.</p>	<p>Page 11, <b>5 Disqualification Benefit: What we will not pay</b></p> <p>Page 11, <b>5 Disqualification Benefit: What we will pay</b></p> <p>Page 11, <b>5 Disqualification Benefit: Provided that (i)</b></p> <p><b>(ii)</b></p> <p>Page 8, <b>Legal protection: our agreement 8 (iii)</b></p>
<p><b>Legal advice helpline service</b> Advice on personal motoring legal problems under UK and EU law. Available 24 hours, seven days a week.</p>	<p>Calls for advice in countries outside of England and Wales are available 9am-5pm, Monday to Friday, excluding public and bank holidays.</p>	<p>Page 2, <b>Legal advice service</b></p>
<p><b>Countries covered</b> For uninsured loss recovery: UK, EU member states and other specific European nations.</p> <p>For everything else: England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.</p>		<p>Page 4, <b>The meaning of words in this policy: countries covered</b></p>
<p><b>Law that applies</b> This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where you normally live. Otherwise the law of England and Wales applies.</p>		<p>Page 15, <b>Policy conditions 15</b></p>



## Cancellation right

We hope **you** are happy with the cover this policy provides. However, **you** can cancel the policy without notice within 14 days of taking it out. Subject to no claims made and the Legal Services Advice lines not having been used **we** will give a full refund of premium. No refund will be given when cover has been in force for a period exceeding 14 days. **We** can cancel this policy at any time as long as **we** give **you** 14 days notice. If **we** do this **we** will refund **your** premium proportionately

## Making a claim

You must give DAS details of any claim as soon as possible by telephoning us on:

**0344 893 0990**

We will be able to take details of your claim but we will not be able to tell you straight away whether we can cover your claim. Lines are open 24 hours a day, 365 days a year. Calls may be recorded.



## 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 below.

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: **South Quay Plaza, 183 Marsh Wall, London E14 9SR.**

**You** can also contact them on: **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones) 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 by telephone 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.



**DAS Head and Registered Office address**  
**DAS Legal Expenses Insurance Company Limited,**  
**DAS House,**  
**Quay Side,**  
**Temple Back,**  
**Bristol BS1 6NH**

**DAS** is covered by the **Financial Services Compensation Scheme (FSCS).** **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends on the type of business and the circumstances of the claim. **You** can get more information about the compensation scheme arrangements from the FSCS website, **www.fscs.org.uk**

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

### **You are not alone**

As Europe's market leader and the UK's largest legal expenses insurance company, **DAS** has an enviable reputation to maintain. **Our** legal and insurance professionals are all experts in their field, with in-depth knowledge of how the legal system works for both claimants and defendants. These professionals and the experience **DAS** has gained from over 30 years in business combine to give **you** a clear and decisive legal advantage.

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 | DAS Legal Expenses Insurance Company Limited | Head and registered office | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH | Website: [www.das.co.uk](http://www.das.co.uk) | Registered in England and Wales | Company Number 103274 | DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority | DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited | DAS Law Limited | Head and registered office | North Quay | Temple Back | Bristol | BS1 6FL | Website: [www.daslaw.co.uk](http://www.daslaw.co.uk) | Registered in England and Wales | Company number 5417859