

# Clergy Discipline and Terms of Service Legal Protection Policy

DAS Policy Number: TS3/6820178

POLICY DOCUMENT



# Contents

Introduction	<b>3</b>
- How we use your data	<b>3</b>
- DAS' data protection	<b>4</b>
Claims enquiries	<b>6</b>
Helpline services	<b>7</b>
Definitions	<b>8</b>
Insuring clause	<b>10</b>
Cover	<b>11</b>
- What is covered/What is not covered	<b>11</b>
- Exclusions	<b>12</b>
- Conditions	<b>13</b>
General information	<b>16</b>
- Complaint handling procedures	<b>16</b>
- The Financial Services Compensation Scheme (FSCS)	<b>17</b>

**Please read this policy carefully to ensure it meets your requirements**

# Introduction

## How we use your data

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors, or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

## Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange, run by MIB. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

## Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at [www.ecclesiastical.com/privacy-policy](http://www.ecclesiastical.com/privacy-policy) or contact our Data Protection Officer at Beaufort House, Brunswick Road, Gloucester GL1 1JZ or on **0345 6073274** or email [compliance@ecclesiastical.com](mailto:compliance@ecclesiastical.com).

# DAS' Data Protection

In addition to any other data processing notice provided in relation to this policy, data under this policy will be processed by DAS Legal Expenses Insurance Company Limited (DAS), who are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how DAS collect and use this information.

DAS 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. DAS 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 DAS are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by DAS and members of the DAS UK Group are covered by their individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted at [data.protection@das.co.uk](mailto:data.protection@das.co.uk).

## How DAS will use your information

DAS 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 DAS 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.

DAS 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.

DAS will not disclose the personal data to any other person or organisation unless they are required to by their legal and regulatory obligations. For example, DAS may use and share the personal data with other organisations and public bodies, including the police 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 DAS' website.

## What is DAS's legal basis for processing your information?

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

## How long will your information be held for?

DAS will retain personal data for 7 years. DAS will only retain and use personal data thereafter as necessary to comply with their legal obligations, resolve disputes, and enforce their agreements. If you no longer want DAS to use the personal data, please contact them at [data.protection@das.co.uk](mailto:data.protection@das.co.uk).

## 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,  
DAS House,  
Quay Side,  
Temple Back,  
Bristol, BS1 6NH.  
Or via Email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

## 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 Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office,  
Wycliffe House,  
Water Lane,  
Wilmslow,  
Cheshire, SK9 5AF.

[www.ico.org.uk](http://www.ico.org.uk)

# Claims enquiries

To ensure an expert service the cover under this policy has been arranged through DAS Legal Expenses Insurance Company Limited (DAS).

We are responsible for paying any claims under this policy but DAS manage all claim matters and correspondence on our behalf. The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

If you wish to speak to DAS about a legal problem or make a claim, please phone:

**0345 266 0029**

Please quote your DAS policy number stated on the front of this policy document.

DAS will ask you about your legal issue and if necessary call you back at an agreed time to deal with your query.

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, DAS will give you a reference number. At this point DAS will not be able to tell you whether the claim is covered or not but they will pass the information you have given them to their claims handling teams and explain what to do next.

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

If you prefer to report your claim in writing, you can send it to the Claims Department at the Head Office address shown on the next page.

Or you can email your claim to [new.claims@das.co.uk](mailto:new.claims@das.co.uk).

## **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, company number 103274. 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.

Website: [www.das.co.uk](http://www.das.co.uk)

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

DAS Law Limited  
North Quay,  
Temple Back,  
Bristol, BS1 6FL.

Registered in England and Wales, company number 5417859. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

# Helpline services

**The following are provided by DAS Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited (DAS).**

You can contact DAS' UK-based call centre 24 hours a day, seven days a week during the period of insurance. However, they may need to arrange to call you back depending on your enquiry. To help them check and improve their service standards, DAS may record all calls. When phoning, please quote your DAS policy number TS3/6820178.

DAS will not accept responsibility if the Helpline Services are unavailable for reasons they cannot control.

**0345 266 0029**

## Legal advice service

Advice can be provided on any personal legal problem arising in your capacity as an office holder, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible DAS will arrange a call back at a time to suit you.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction or for very specialist legal matters, DAS will refer you to one of their specialist advisors.

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

## Tax advice service

Advice can be provided on any tax matters arising in your capacity as an office holder, under UK law.

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

## Health and medical information service

DAS will give you information over the phone on general health issues and advice on a wide variety of medical matters. DAS can give you information on what health services are available in your area, including local NHS dentists. Health and medical information is provided by a medically qualified person 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, DAS will arrange to call you back.

## Counselling service

**0345 2669667**

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

The counselling service helpline is open 24 hours a day, seven days a week.

# Definitions

Each time the following words or phrases appear in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below. Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

## ***Appointed representative***

The ***preferred law firm***, law firm, accountant or other suitably qualified person **DAS** appoint to act on ***your*** behalf in accordance with the terms of this policy.

## ***Clergy Terms of Service dispute(s)***

An unfair dismissal dispute raised by ***you*** following a decision to remove ***you*** from office after an assessment of ***your*** capabilities under the Ecclesiastical Offices (Terms of Service) Measure 2009 and regulations thereunder or the Church in Wales Constitution and clergy handbook. Internal disciplinary hearings and grievance procedures regarding ***your*** terms of service do not form part of this policy.

## ***Costs and expenses***

- (a) All reasonable, proportionate and necessary costs chargeable by the ***appointed representative*** and agreed by **DAS** in accordance with the ***DAS Standard Terms of Appointment***.
- (b) The costs incurred by opponents in civil cases if ***you*** have been ordered to pay them, or ***you*** pay them with the agreement of **DAS**.

## ***Countries covered***

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands, where an ***insured event*** will be investigated or appealed, and any tribunal hearings or other legal proceedings will be conducted. All legal proceedings must be dealt with by a court, or other body which **DAS** agree to, within the ***countries covered***.

## **DAS**

DAS Legal Expenses Insurance Company Limited.

## ***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 conditional fee agreement (no-win, no-fee). Where a law firm is acting on ***your*** behalf the amount ***we*** will pay is currently £100 per hour. This amount may vary from time to time.

## ***Date of occurrence***

- (a) For ***disciplinary investigations***, the date when the complaint, grievance or inquiry was first made in writing.
- (b) For ***Clergy Terms of Service disputes***, the date ***you*** are given notice of the termination of ***your*** appointment as an office holder, following completion of an investigation under the Ecclesiastical Offices (Terms of Service) Measure 2009 and regulations thereunder or the Church in Wales Constitution and clergy handbook.

## ***Disciplinary investigation(s)***

The investigation of any complaint, grievance or inquiry which is raised against ***you*** in ***your*** capacity as an office holder, under the Clergy Discipline Measure 2003 or the Church in Wales Constitution and clergy handbook.

## ***Insured event(s)***

Any ***disciplinary investigation*** or ***Clergy Terms of Service dispute*** as covered by this policy, set out under "Cover".

## ***Period of insurance***

The period for which ***we*** have agreed to cover ***you***.



**Preferred law firm**

A law firm or barristers' chambers **DAS** choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **DAS'** agreed service standard levels, which they audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

**Reasonable prospects**

- (a) For **Clergy Terms of Service disputes** and appeals of decisions made following a **disciplinary investigation**, the prospects that **you** will recover losses or damages, or obtain any other legal remedy that **DAS** have agreed to (including an enforcement of judgment), or make a successful defence must be at least 51%. A **preferred law firm** on **DAS'** behalf will assess whether there are **reasonable prospects**.
- (b) For **disciplinary investigations** (excluding appeals), there is no requirement for there to be prospects of a successful outcome.

**We, our, us**

Ecclesiastical Insurance Office plc.

**You/your/Office holder(s)/insured person/insured**

The office holder named as insured in the schedule.

# Insuring clause

This policy document and the schedule including all clauses applied to the policy shall together form the policy and be considered as one document.

In consideration of payment of the premium **we** will provide insurance (as described in and subject to the terms, conditions, limits and exclusions of this policy) during the ***period of insurance*** or any subsequent period for which **we** agree to accept a renewal premium.

# Cover

## What is covered

### 1. Disciplinary Investigations

**We** will pay an **appointed representative** on **your** behalf, **costs and expenses** to:

- (a) **Pre-disciplinary hearings**  
provide a formal written response to a **disciplinary investigation**. The **preferred law firm** will be chosen by **DAS** and the most **we** will pay is £1,000 plus VAT.
- (b) **Disciplinary hearings**  
represent **you** at a hearing of a **disciplinary investigation** before a disciplinary tribunal or the Vicar General's Court.
- (c) **Appeals**  
on **your** behalf against a finding of and/or any penalty imposed by a disciplinary tribunal or the Vicar General's Court following a **disciplinary investigation**.

### 2. Clergy Terms of Service Disputes

**We** will pay an **appointed representative** on your behalf, **costs and expenses** to represent you in a **Clergy Terms of Service dispute**.

provided that:

- 1. **reasonable prospects** exist for the duration of any claim.
- 2. the **date of occurrence** of an **insured event** is during the **period of insurance**.
- 3. the most **we** will pay for **costs and expenses** in respect of all claims resulting from one or more events arising at the same time or from the same originating cause is £250,000. The most **we** will pay for claims under 1(a) is £1,000 plus VAT. This limit will form part of and not be in addition to the £250,000 total.
- 4. 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 £100 per hour. This amount may vary from time to time.

## What is not covered

- (1) Any claim relating solely to personal injury.
- (2) Any claim where cover is also provided under a union membership.
- (3) Any claim relating to a settlement agreement.
- (4) 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**.

### What is covered

5. in respect of an appeal or the defence of an appeal, **you** must tell **DAS** as soon as possible and within the statutory time limits allowed that you want to appeal. Before **we** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable protects exist**.
6. 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 is not covered

### Exclusions

**We** will not pay for the following:

1. A claim where any related allegations have been made against an **you** prior to the **period of insurance** or where related investigative, remedial or disciplinary action has previously been undertaken under the Clergy Terms of Service Legislation or the Clergy Discipline Measure (or the equivalent provisions in the Constitution and Canons of the Church in Wales) prior to the **period of insurance**.
2. A claim where **you** have failed to notify **DAS** of the **insured event** within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **DAS** consider their position has been prejudiced.
3. **Costs and expenses** incurred before **DAS'** expressed acceptance.
4. Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.
5. Any legal action **you** take that **DAS** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **DAS** or the **appointed representative**.
6. Any claim where **you** are not represented by a law firm, barrister or tax expert.
7. Any claim relating to written or verbal remarks that damage **your** reputation.
8. Any claim for a dispute with **DAS**. For disagreements with **DAS** about the handling of a claim, refer to condition 8.
9. **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
10. 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 defined in the Terrorism Act 2000.
  - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

11. Any wilful act or omission by **you**, that is deliberately intended to cause a claim under this policy.
12. Any claim where either at the start of or during the course of a claim
  - (a) **you** are declared bankrupt
  - (b) **you** file a bankruptcy petition
  - (c) **you** file a winding-up petition
  - (d) **you** make an arrangement with **your** creditors
  - (e) **you** enter into a deed of arrangement
  - (f) **you** are in liquidation
  - (g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.

## Conditions

1. (a) On receiving a claim, if representation is necessary, **DAS** will appoint a **preferred law firm** 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** 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 to act as the **appointed representative**.
  - (c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **DAS** will give **you** 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 a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
  - (d) The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.
2. (a) **You** must co-operate fully with **DAS** and the **appointed representative**.
  - (b) **You** must give the **appointed representative** any instructions that **DAS** ask **you** to.
3. (a) **You** must tell **DAS** if anyone offers to settle a claim, and **you** must not negotiate or agree to any settlement without expressed consent from **DAS**.
  - (b) If **you** do not accept a reasonable offer to settle a claim, **we** will not pay further **costs and expenses**.
  - (c) **We** may decide to pay **you** the reasonable value of the claim that **you** are claiming or is being claimed against **you**, instead of starting or continuing legal action. In these circumstances **you** must allow **DAS** to take over and pursue or settle any claim in **your** name. **You** must allow **DAS** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **DAS** all the information and help they need to do so.
4. (a) **You** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited, if **DAS** ask for this.
  - (b) **You** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.
5. If the **appointed 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 **DAS** agree to appoint another **appointed representative**.
6. (a) If **you** settle or withdraw a claim without the agreement of **DAS**, or do not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim any **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. If there is a disagreement between **you** and **DAS** on the merits of the claim or proceedings, or on a legal principle, **DAS** may suggest **you** obtain, at **your** own expense, an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **DAS** and the cost expressly agreed in writing between **you** and **DAS**. 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 **DAS** have agreed to) or make a successful defence.  
This does not affect **your** rights under condition 8.
8. If there is a disagreement about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))  
If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.
9. **You** must:
- keep to the terms and conditions of this policy
  - take reasonable steps to avoid and prevent claims
  - take reasonable steps to avoid incurring unnecessary costs
  - send everything **DAS** ask for in writing, and
  - report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information they need.
10. This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** reside. Otherwise the law of England and Wales applies.  
All Acts of Parliament and/or Ecclesiastical law mentioned in this policy include equivalent laws in Wales (including canon law of the Church in Wales), Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.
11. It is **your** duty to take reasonable care not to make a misrepresentation to **us** if **we** ask **you** a question in connection with **your** insurance or **we** ask **you** to confirm or amend details.  
If **you** fail in this duty it may have adverse consequences on **your** insurance policy including, in the worst case scenario, refusing all claims, cancelling the policy from the beginning and retaining all premiums paid.
12. 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.
13. (a) **Your** right to cancel in the cooling-off period  
**You** have a right to cancel this policy for any reason within the first 14 days of the start of cover (or **your** renewal date) or the date **you** receive **your** policy documentation if this is later.  
No charge will be made and any premium **you** have already paid will be refunded, provided that between the start date (or **your** renewal date) and the date that **you** cancel:
- **you** have not made a claim and
  - **you** are not aware of any incidents that may give rise to a claim.
- If **you** do make a claim or **you** are aware of an incident which may give rise to a claim then **you** must pay the annual premium in full.
- (b) **Your** right to cancel after the cooling-off period  
If **you** do not cancel the policy within the 14-day cooling-off period mentioned above, the policy is in force and **you** are committed to pay the premium.  
**You** may still cancel the policy after this period however, there will be no refund of premium.  
If you wish to cancel your policy, please contact us by telephone, in writing or by email.

(c) **Our** right to cancel

In the following serious circumstances **we** have the right to cancel the policy by giving **you** fourteen days' notice in writing sent by special delivery to **your** last known address.

- (i) Failure to pay the premium.
- (ii) You receive a criminal conviction which results in a custodial sentence.
- (iii) Where the law requires we cancel or the law allows for cancellation.

If **we** cancel the policy in circumstances other than (i) **we** will refund the part of **your** premium which covers the cancelled period.

14. If a claim made by **you** or anyone acting on **your** behalf, or any other person claiming to obtain benefit under this policy, is fraudulent or exaggerated, whether ultimately material or not, or if any damage is caused by **your** wilful act or with **your** connivance **we** may at **our** option:
- (a) a repudiate the claim;
  - (b) recover any payments made by **us** in respect of the claim;
  - (c) cancel the policy from the date of the fraudulent act and retain the premium due for the unexpired period of insurance from the date of cancellation up to the renewal date.
- If **we** cancel the policy **we** will notify **you** in writing, by special delivery to **your** last known address.
15. A person or company who is not party to this policy has no right under the Contract (Right of Third Parties) Act 1999 to enforce any term of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

# General information

## Complaint handling procedures

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

Ecclesiastical Insurance Office plc  
Beaufort House,  
Brunswick Road,  
Gloucester, GL1 1JZ.

Tel: 0345 777 3322

Email: [complaints@ecclesiastical.com](mailto:complaints@ecclesiastical.com)

OR

Customer Relations Department,  
DAS Legal Expenses Insurance Company Limited,  
DAS House,  
Quay Side,  
Temple Back,  
Bristol, BS1 6NH.

Tel: 0344 893 9013

Email: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

Online: completing the complaint form at [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

## Our promise to you

We will aim to resolve your complaint within one business day. For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.

To resolve your complaint we will:

- Investigate your complaint diligently and impartially within Ecclesiastical
- Keep you informed of the progress of the investigation
- Respond in writing to your complaint as soon as possible.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will inform you of your right to take the complaint to:

The Financial Ombudsman Service,  
Exchange Tower,  
London, E14 9SR.

Tel: 0800 0 234 567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This complaints handling procedure does not affect your right to take legal proceedings.



## The Financial Services Compensation Scheme(FSCS)

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by government, which gives you your money back if your authorised\* financial services provider is unable to meet its obligations.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

You can contact the FSCS helpline on 0800 678 1100 or 0207 741 4100, write to the address below or visit the website - **[www.fscs.org.uk](http://www.fscs.org.uk)**

Financial Services Compensation Scheme,  
10th Floor,  
Beaufort House,  
15 St Botolph Street,  
London, EC3A 7QU.

Tel: 0207 741 4100 or 0800 678 1100

Fax: 0207 892 7301

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

\* The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or FCA.

# Notes

This contract is underwritten by:  
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.  
Our permitted business is general insurance.

**You can check this on the  
FCA's register by visiting the  
FCA's website**

**[www.fca.org.uk/register](http://www.fca.org.uk/register)**

**or by contacting the FCA on  
0800 111 6768**

If you would like this booklet in large print, braille, on audio tape or computer disc please call us on **0345 777 3322**.

You can also tell us if you would like to always receive literature in another format.

