

Motor Prosecution Defence

This endorsement attaches to and forms part of **your** DASDrive policy and gives the extra cover shown below. To make a claim under your policy in respect of Motor prosecution defence, please telephone us as soon as possible on **0844 800 0988**.

For the purposes of this endorsement:

under **'Legal protection: our agreement'**:

Provisos **1, 2** and **4** are deleted and replaced by the following:

- 1 reasonable prospects** (other than in respect of **What we will pay (b)** below) exist for the duration of the claim.
- 2 the date of the insured incident, or the date of the motor offence an **insured person** is alleged to have committed, is during the **period of insurance**. If there is more than one offence arising at different times, the relevant date is the date an **insured person** began, or is alleged to have begun, to break the law.
- 4 the insured incident or, for motor offences, the alleged offence, happens within the **territorial limit**.

What we will pay is deleted and replaced by the following:

We will pay an appointed representative, on behalf of an **insured person**, **costs and expenses** incurred to:

- (a) recover uninsured losses** after an event which causes
 - (i) damage to the insured vehicle** or to any property belonging to an **insured person** in or on the vehicle; and/or
 - (ii) death or bodily injury to an insured person** whilst travelling in or on the **insured vehicle**
- (b) defend an insured person's** legal rights if they are prosecuted for a motoring offence in connection with the use or ownership of the **insured vehicle**, which the **insured person** has notified us of within 10 days of receiving a written Notice of Intended Prosecution, or as soon as reasonably possible if the **insured person** is notified of a prosecution any other way.

Provided that: **(iii)** is deleted and replaced by the following:

- (iii)** 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 and for **What we will pay (b)** above, **we** must have defended the original motoring prosecution.

What we will not pay is deleted and replaced by the following:

- (1)** In the event of a claim, if an **insured person** decides not to use the services of a **preferred law firm**, they will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by us.
- (2)** In respect of **What we will pay (b)** above, **we** will not cover parking or obstruction offences, insurance offences or challenging a fixed penalty notice.

The cover given in this endorsement is subject to all the terms, conditions, exclusions and limitations set out in the policy to which it attaches.