

FAMILY CLASSIC

LEGAL PROTECTION & ADVICE

Policy number: TS3/2175758





HELPLINE SERVICES

You can contact our UK-based call centre 24 hours a day, seven days a week. However, we may need to arrange to call you back depending on your enquiry. To help us check and improve our service standards, we record all inbound and outbound calls. When phoning, please tell us your policy number and the name of the insurance provider who sold you this policy.

LEGAL ADVICE SERVICE Call 0844 893 9011

We provide confidential 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 **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

TAX ADVICE SERVICE Call 0844 893 9011

We offer confidential advice over the phone on personal tax matters in the UK.

Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

HEALTH AND MEDICAL INFORMATION SERVICE

Call **0844 893 9011**

We will give **you** information over the phone on general health issues and advice on a wide variety of medical matters. **We** can provide information on what health services are available in **your** area, including local NHS dentists.

Health and medical information is provided by qualified nurses 9am - 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

IDENTITY THEFT SERVICE

Call **0844 848 7071**

If **you** are a resident in the UK or the Channel Islands, **we** will provide **you** with detailed guidance and advice over the phone about being or becoming a victim of identity theft.

This helpline is open 8am - 8pm, seven days a week.

COUNSELLING SERVICE

Call 0844 893 9012

We will provide you with a confidential counselling service over the phone. This includes, where appropriate, referral to relevant voluntary or professional services. You will pay any costs for using the services to which we refer you.

This helpline is open 24 hours a day, seven days a week.

VETERINARY HELP

Call 0844 893 9011

We can help you find a vet who can offer treatment if your pet is ill or injured.

DOMESTIC HELP Call 0844 893 9011

We will arrange help or repairs needed if **you** have a domestic emergency in **your** home, such as a burst pipe, blocked drain, broken window or building damage. **We** will ask a contractor to help, but **you** must pay the contractor's costs including any call-out charges.

HOME HELP Call 0844 893 9011

We can help you find cleaning staff, au pairs and housekeepers if you need assistance to run your home in a crisis (such as illness or injury to you).

Please note that in respect of Childcare Help and Home Help, **we** can provide **you** with contact details for these services 24 hours a day, seven days a week, but most of them only work during standard office hours. Outside of these times, **we** will contact them for **you** the next working day and call **you** back.

CHILDCARE HELP Call 0844 893 9011

We can help you find a range of childcare options in your area if an unforeseen event occurs (such as illness or injury to you) and you need to make alternative childcare arrangements.

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**:

Appointed representative

The **preferred law firm**, law firm, accountant or other suitably qualified person **we** will appoint to act on **your** behalf.

Costs and expenses

- (a) All reasonable and necessary costs chargeable by the appointed representative and agreed by us 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 our agreement.

Countries covered

- (a) For insured incidents 2 Contract disputes and 3 Personal injury: The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- (b) For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

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).

Date of occurrence

- (a) For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date you first became aware of it.)
- (b) For criminal cases, the date you began, or are alleged to have begun, to break the law.
- (c) For insured incident 6 Tax protection, the date when HM Revenue & Customs first notifies you in writing of its intention to make an enquiry.

Identity theft

The theft or unauthorised use of **your** personal identification which has resulted in the unlawful use of **your** identity.

Period of insurance

The period for which we have agreed to cover you.

Preferred law firm

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

Reasonable prospects

For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.

We, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

You, your

The person who has taken out this policy (the policyholder) and any member of their family who always lives with them. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this policy must have the policyholder's agreement to claim.

WELCOME TO DAS

Thank **you** for purchasing this Family Classic Legal Protection and Advice policy. **You** 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 your policy. The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

To make sure **you** get the most from **your DAS** cover, please take time to read this policy which explains the contract between **you** and **us**.

ONLINE LAW GUIDE AND DOCUMENT DRAFTING

You can find plenty of useful legal advice and guidance for dealing with legal issues on our website, www.dashouseholdlaw.co.uk. You can also buy legal documents from the site, ranging from simple consumer complaint letters to wills.

HELPING YOU WITH YOUR LEGAL PROBLEMS

If you wish to speak to our legal teams about a legal problem, please phone us on 0844 893 9011. We will ask you about your legal issue and if necessary call you back to give you legal advice.

WHEN YOU NEED TO MAKE A CLAIM

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone us on 0844 893 9011 and we will give you a reference number. At this point we will not be able to tell you whether you are covered but we will pass the information you have given us to our claims-handling teams and explain what to do next.

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

Paul Asplin

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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

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 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

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.

OUR AGREEMENT

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:

- 1 reasonable prospects exist for the duration of the claim
- 2 the date of occurrence of the insured incident is during the period of insurance
- 3 any legal proceedings will be dealt with by a court, or other body which we agree to, within the countries covered, and
- 4 the insured incident happens within the countries covered.

WHAT WE WILL PAY

We will pay an appointed representative, on your 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 is £50,000
- (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
- (c) in respect of an appeal or the defence of an appeal, you must tell us within the time limits allowed that you 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 you 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

- (a) 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.
- (b) The first £250 of any claim for legal nuisance or trespass. You must pay this as soon as we accept the claim.

INSURED INCIDENTS

For advice and to make a claim call 0844 893 9011			
What is covered Please also refer to our agreement on page 8.	What is not covered Please also refer to the policy exclusions on page 13.		
EMPLOYMENT DISPUTES A dispute relating to your contract of employment.	A claim relating to the following: (a) employer's disciplinary hearings or internal grievance procedures (b) any claim relating solely to personal injury (c) a settlement agreement while you are still employed.		
A dispute arising from an agreement or an alleged agreement which you have entered into in a personal capacity for: (a) buying or hiring in goods or services (b) selling goods. Please note that: (i) you must have entered into the agreement or alleged agreement during the period of insurance, and (ii) the amount in dispute must be more than £100 (including VAT).	A claim relating to the following: (a) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT) (b) the settlement payable under an insurance policy (we will cover a dispute if your insurer refuses your claim, but not for a dispute over the amount of the claim) (c) a dispute arising from any loan, mortgage, pension, investment or borrowing (d) a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, we will cover a dispute with a professional adviser in connection with these matters (e) a motor vehicle owned by or hired or leased to you.		
3 PERSONAL INJURY A specific or sudden accident that causes your death or bodily injury to you.	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 you (c) defending your legal rights, but we will cover defending a counter-claim (d) clinical negligence.		

For advice and to make a claim call 0844 893 9011

What is covered

Please also refer to our agreement on page 8.

What is not covered

Please also refer to the policy exclusions on page 13.

4 CLINICAL NEGLIGENCE

An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to **you**.

A claim relating to the following:

- (a) the failure or alleged failure to correctly diagnose vour condition
- (b) psychological injury or mental illness that is not associated with you having suffered physical bodily injury.

5 PROPERTY PROTECTION

A civil dispute relating to **your** main and holiday home, or personal possessions, that **you** own, or are responsible for, following:

- (a) an event which causes physical damage to such property but the amount in dispute must be more than £100
- (b) a legal nuisance (meaning any unlawful interference with your use or enjoyment of your land, or some right over, or in connection with it)
- (c) a trespass.

Please note that **you** must have established the legal ownership or right to the land that is the subject of the dispute.

- (a) A claim relating to the following:
 - (i) a contract vou have entered into
 - (ii) any building or land except your main or holiday
 - (iii) someone legally taking your property from you, whether you are offered money or not, or restrictions or controls placed on your property by any government or public or local authority
 - (iv) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage
 - (v) mining subsidence
 - (vi) adverse possession (meaning the occupation of any building or land either by someone trying to take possession from you or of which you are trying to take possession)
 - (vii) the enforcement of a covenant by or against you.
- (b) Defending a claim relating to an event that causes physical damage to property, but we will cover defending a counter-claim.
- (c) The first £250 of any claim for legal nuisance or trespass. This is payable by you as soon as we accept the claim.

For advise and	t to make a alair	n call 0844 893 9011
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What is covered

Please also refer to our agreement on page 8.

What is not covered

Please also refer to the policy exclusions on page 13.

6 TAX PROTECTION

A comprehensive examination by HM Revenue & Customs that considers all areas of **your** self assessment tax return, but not enquiries limited to one or more specific area.

- (a) Any claim if you are self-employed, or a sole trader, or in a business partnership.
- (b) An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.

7 JURY SERVICE AND COURT ATTENDANCE

Your absence from work:

- (a) to attend any court or tribunal at the request of the appointed representative
- (b) to perform jury service
- (c) to carry out activities specified in your identity
 theft action plan under insured incident
 9 Identity theft protection.

The maximum **we** will pay is **your** net salary or wages for the time that **you** are absent from work less any amount the court gives **you**.

Any claim if you are unable to prove your loss.

8 LEGAL DEFENCE

Costs and expenses to defend **your** legal rights if an event arising from **your** work as an employee leads to

- (a) you being prosecuted in a court of criminal jurisdiction
- (b) If an event leads to you being prosecuted for an offence connected with the use or driving a motor vehicle
- (c) civil action being taken against you under:
 - discrimination legislation
 - section 13 of the Data Protection Act 1998.

For advice and to make a claim call 0844 893 9011

What is covered

Please also refer to our agreement on page 8.

What is not covered

Please also refer to the policy exclusions on page 13.

9 IDENTITY THEFT PROTECTION

- (1) Following a call to the identity theft helpline service we will assign a personal caseworker who will provide phone advice and a personal action plan to help regain your identity.
- (2) If you become a victim of identity theft, we will pay the costs you incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies. We will also pay the cost of replacement documents to help restore your identity and credit status.
- (3) Following your identity theft we will pay:
 - (a) legal costs to reinstate your identity including costs for the signing of statutory declarations or similar documents
 - (b) legal costs to defend your legal rights in a dispute with debt collectors or any party taking legal action against you arising from or relating to identity theft
 - (c) loan-rejection fees and any re-application administration fee for a loan when your original application has been rejected.

Please note that:

- you must notify your bank or building society as soon as possible
- (ii) you must tell us if you have previously suffered identity theft, and
- (iii) you must take all reasonable action to prevent continued unauthorised use of your identity.

A claim relating to the following:

- (a) fraud committed by anyone entitled to make a claim under this policy
- (b) losses arising from your business activities.

POLICY EXCLUSIONS

We will not pay for the following:

1 Late reported claims

A claim where **you** have failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.

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 you to pay.

4 Legal action we have not agreed

Any legal action you take that we or the appointed representative have not agreed to, or where you do anything that hinders us or the appointed representative.

5 Defamation

Any claim relating to written or verbal remarks that damage **your** 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, 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 **you** are not represented by a law firm, barrister or tax expert.

POLICY CONDITIONS

1 Your legal representation

- (a) On receiving a claim, if legal representation is necessary, we will appoint a preferred law firm or in-house lawyer 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 or our in-house lawyer 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, we will give your 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.
- (d) The appointed representative must co-operate with us at all times and must keep us up to date with the progress of the claim.

2 Your responsibilities

- (a) You must co-operate fully with us and the appointed representative.
- (b) You must give the appointed representative any instructions that we ask you to.

3 Offers to settle a claim

- (a) You must tell us if anyone offers to settle a claim. You must not negotiate or agree to a settlement without our written consent.
- (b) If you do not accept a reasonable offer to settle a claim, we may refuse to pay further costs and expenses.
- (c) We may decide to pay you the reasonable value of your claim, instead of starting or continuing legal action. In these circumstances you must allow us to take over and pursue or settle any claim in your name. You must also allow us to pursue at our own expense and for our own benefit, any claim for compensation against any other person and you must give us all the information and help we need to do so.
- (d) Where a settlement is made on a without-costs basis we will decide what proportion of that settlement will be regarded as costs and expenses and payable to us.

4 Assessing and recovering costs

- (a) You must instruct the appointed representative to have costs and expenses taxed, assessed or audited if we 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 Cancelling an appointed representative's appointment

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 immediately, unless we agree to appoint another appointed representative.

6 Withdrawing cover

If you settle or withdraw a claim without our agreement, or do not give suitable instructions to the appointed representative, we can withdraw cover and will be entitled to reclaim from you any costs and expenses we have paid.

7 Expert opinion

We may require you to get, at your 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 you 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 you will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence.

8 Arhitration

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **you** 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

You 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

You can cancel this policy by telling us within 14 days of taking it out or at any time afterwards as long as you tell us at least 14 days beforehand. We can cancel this policy at any time as long as we tell you at least 14 days beforehand.

11 Fraudulent claims

We will, at **our** discretion, void the policy (make it invalid) from its start date or from the date of claim, or alleged claim, or **we** will not pay the claim if:

- (a) a claim you have 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.

12 Claims under this policy by a third party

Apart from **us**, **you** are 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 **you** normally live. 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 **your** personal data (including sensitive personal data) that **we** collect from **you** in accordance with **our** Privacy Policy.

To do so, **we** may need to send **your** 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 **you** 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. Unless required by law or by a professional body, **we** will not disclose **your** personal data to any other person or organisation without **your** written consent.

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our DAS** Head Office address – please see page 7.

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 7.

Or you can phone us on 0844 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 | Harbour Exchange Square | 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 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.

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IMPORTANT INFORMATION

LEGAL ADVICE HELPLINE

Call 0844 893 9011 when you require legal advice

CLAIMS HELPLINE

Call 0844 893 9011 when you need to make a claim

TAX HELPLINE

Call 0844 893 9011 when you require tax advice

HEALTH AND MEDICAL INFORMATION SERVICE

Call 0844 893 9011 for advice on general health issues

COUNSELLING HELPLINE

Call 0844 893 9012 for confidential counselling

DOMESTIC HELPLINE

Call 0844 893 9011 for domestic assistance

VETERINARY HELPLINE

Call 0844 893 9011 when you require veterinary advice

CHILDCARE HELPLINE

Call 0844 893 9011 for advice on childcare

HOME HELPLINE

Call 0844 893 9011 when you require home advice

IDENTITY THEFT HELPLINE

Call 0844 848 7071 for support against identity theft

DAS HOUSEHOLDLAW

visit www.dashouseholdlaw.co.uk for online legal advice and documents on a pay as you go basis

For more about the helpline services, please see page 2.