Family Classic

Legal protection and advice

Thank you for purchasing this policy.
You are now protected by the UK's leading specialist legal expenses insurer.

This is your Scheme Policy Wording

DAS FIRST FOR JUSTICE

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** may record all 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 **0344 893 9011**

We provide confidential advice over the phone on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, 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 **0344 893 9011**

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

Tax advice is provided by tax advisers 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 **0344 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 a medically qualified person 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 **0344 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 **0344 893 9012**

We will provide **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, 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.

We cannot accept responsibility if the helpline services are 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 United Kingdom of Great Britain and Northern Ireland, 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). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.
date of occurrence	**(a)** For civil cases (other than as specified under **(c)** below), 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 the UK's leading specialist 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.

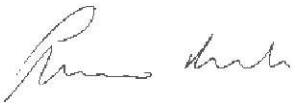
Helping you with your legal problems

If **you** wish to speak to **our** legal teams about a legal problem, please phone **us** on **0344 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 **0344 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, accountant 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.



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 | Company 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 (FRN202106) 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**

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 | Website: **www.daslaw.co.uk**

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

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**. The amount **we** will pay a law firm (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, **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. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

Insured incidents

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
1 Employment disputes	
A dispute relating to **your** contract of employment. *Please note that a dispute is deemed to have occurred once all employer's disciplinary hearings and internal grievance procedures have been completed.*	A claim relating to the following: **(a)** any claim relating solely to personal injury (please refer to insured incident **3 Personal injury**) **(b)** a settlement agreement while **you** are still employed.
▶ **For advice and to make a claim call 0344 893 9011**	
2 Contract disputes	
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 £125 (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**.
▶ **For advice and to make a claim call 0344 893 9011**	
3 Personal injury	
A specific or sudden accident that causes **your** death or bodily injury to **you**. *Please note that* ***we*** *will not defend* ***your*** *legal rights but* ***we*** *will cover defending a counter-claim.*	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)** clinical negligence (please refer to insured incident **4 Clinical negligence**).
▶ **For advice and to make a claim call 0344 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 **your** condition **(b)** psychological injury or mental illness that is not associated with **you** having suffered physical bodily injury.
▶ **For advice and to make a claim call 0344 893 9011**	
5 Property protection A civil dispute relating to **your** principal home, or personal possessions, **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 £125. *Please note **we** will not defend **your** legal rights but **we** will cover defending a counter-claim.* **(b)** a legal nuisance (meaning any unlawful interference with the use or enjoyment of land, or some right over, or in connection with it) **(c)** a trespass. *Please note **you** must have, or there must be reasonable prospects of establishing **you** have, the legal ownership or right to the land or personal possessions that are the subject of the dispute.*	**(a)** A claim relating to the following: **(i)** a contract **you** have entered into **(ii)** any building or land except **your** main home **(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)** The first £250 of any claim for legal nuisance or trespass. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.
▶ **For advice and to make a claim call 0344 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
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.
▶ **For advice and to make a claim call 0344 893 9011**	
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.
▶ **For advice and to make a claim call 0344 893 9011**	
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)** civil action being taken against **you** under: • discrimination legislation • data protection legislation.	**(a)** Any claim relating to **you** driving a motor vehicle. **(b)** Any claim resulting from hacking (unauthorised access) or other type of cyber attack affecting stored personal data.
▶ **For advice and to make a claim call 0344 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)** **costs and expenses** to reinstate **your** identity including costs for the signing of statutory declarations or similar documents **(b)** **costs and expenses** 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:* ***(i)*** ***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.
▸ **For advice and to make a claim call 0344 893 9011**	

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, 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 **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** 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**, **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**. 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 **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.

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 Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through **our** 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**)

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, **we** 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 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.

Subject to the terms of business between **you** and the person who sold **you** this policy, **you** 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 **you** and the person who sold **you** 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 **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 comply with data protection regulations **we** are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

We 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. **We** 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 we 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 **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted at **dataprotection@das.co.uk**

How we will use your information

We 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 **we** 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.

We 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.

We will not disclose the personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** 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 **our** website.

What is our legal basis for processing your information?

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

How long will your information be held for?

We will retain personal data for 7 years. **We** will only retain and use the personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If you no longer want **us** to use the personal data, please contact **us** at **dataprotection@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**

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

How to make a complaint

We always aim to give you a high quality service.
If you think **we** have let you down, you can contact **us** by:

- phoning **0344 893 9013**
- emailing **customerrelations@das.co.uk**
- writing to the **Customer Relations Department | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**
- completing **our** online complaint form at **www.das.co.uk/about-das/complaints**

Further details of **our** internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if **we**'ve been unable to respond to your complaint within 8 weeks, you may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. (Details available from **www.financial-ombudsman.org.uk**)

You can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website:
www.financial-ombudsman.org.uk

Using this service does not affect your right to take legal action.

Important information

Legal advice helpline

Call **0344 893 9011**
when you require legal advice

Claims helpline

Call **0344 893 9011**
when you need to make a claim

Tax advice service

Call **0344 893 9011**
when you require tax advice

Health and medical information service

Call **0344 893 9011**
for advice on general health issues

Counselling service

Call **0344 893 9012**
for confidential counselling

Identity theft service

Call **0344 848 7071**
for support against identity theft

DAShouseholdlaw

Visit **www.dashouseholdlaw.co.uk**
for online legal information and documents on a pay as you go basis

For more about the helpline services, please see pages 2-3.

Policy number:

Stationery number:

Period of insurance from:

Period of insurance to:

FIRST FOR JUSTICE