

towergate professional risks

PLEASE READ THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) TO ENSURE THAT IT MEETS YOUR REQUIREMENTS

Great Lakes Reinsurance (UK) PLC (the **insurer**), FirstAssist Insurance Services Limited and the **insured** agree that:

- this policy, the schedule (including any replacement schedule issued in substitution) and any endorsements will be considered to be one document and where a specific meaning has been given to any word it will have that meaning wherever it appears;
- this policy is evidence of the contract of insurance between you (the **insured**) and the **insurer** (Great Lakes Reinsurance (UK) PLC);
- the proposal or any information supplied by the **insured** will form the basis of the contract;
- the **insurer** will provide the insurance described in this policy, subject to the terms and conditions of that policy, for the period of insurance shown in the schedule and any later period, as long as the **insured** has agreed to pay a premium for it, which the **insurer** has agreed to accept.



For and on behalf of
FirstAssist Insurance Services Limited

This is a "claims made" policy.
This policy covers only claims notified to **us** during the period of insurance.

**TOWERGATE PROFESSIONAL RISKS
LEGAL EXPENSES INSURANCE
MASTER POLICY**

DEFINITIONS

Insurer

Great Lakes Reinsurance (UK) PLC.

We/Us/Our

FirstAssist Insurance Services Limited administers this insurance on the **insurer's** behalf. Any notification of a claim must be addressed (via the **insured's agent** if appropriate) to:

Legal Expenses Claims Department
FirstAssist Insurance Services Limited
Marshall's Court, Marshall's Road
Sutton, Surrey SM1 4DU

Tel: 020 8652 1313
Fax: 020 8661 7604

Insured

1. In respect of Parts A – C & E – H

The person or company named as **insured** in the schedule and at the request of the **insured** in respect of parts H – Employment a director, partner or **employee** of the **insured**.

2. In respect of Part D

Any director, partner or **employee** of the **insured**, if requested by the **insured**.

Agent

Towergate Professional Risks.

Appointed Representative

A solicitor, **our** Employment Advocacy Service or any appropriately qualified person who is appointed to act in a professional capacity for the **insured** in accordance with the terms of this policy. Where the **insured** has chosen their own representative **we** will only pay **standard legal expenses** (see Claims Settlement Condition 8).

Any One Claim

All **legal proceedings** (including any appeal against judgment) arising from or relating to the same original cause, event, series of events or circumstance shall be regarded as one claim.

Acts of Parliament

All Acts of Parliament referred to in this policy include any subsequent amendments or re-enactments of those Acts and any equivalent legislation which is enforceable within the **territorial limits**.

Business

The **insured's business** as declared to the **agent** and specified in the schedule.

Court

A court or other competent authority.

Employee

Any person under a contract of service or apprenticeship with the **insured** in connection with the **business**. This includes any trainee under the **insured's** control in connection with a government approved training scheme and any volunteer under the **insured's** control.

Equipment

Computers and anything else which contains a microchip. Computers include hardware, software, data, electronic data processing equipment, microchips (including integrated circuits) and micro-controllers, and any other computing and electronic equipment linked to a computer.

Legal Proceedings

The pursuit or defence of legal or taxation disputes.

Limit of Indemnity

During any one period of insurance the maximum liability of the **insurer** shall not exceed the amounts stated in the schedule.

Territorial Limits

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

Legal Expenses

Fees, Costs, Witness Attendance Allowance and Jury Service Allowance and in respect of:

- H - Employment - **Basic and Compensatory Awards**;

1. Fees

Any fees and disbursements reasonably and properly incurred by the **appointed representative**, or by **us**, in connection with any **legal proceedings**.

2. Costs

Any costs payable by the **insured** following:

- a) an award of costs by any **court**;
or
- b) an out-of-court settlement made in connection with any **legal proceedings**. The **insured** must have obtained **our** written agreement to any such settlement in accordance with Claims Settlement Condition 8(g).

3. Witness Attendance Allowance

The actual loss of earnings incurred when the **insured** is absent from work attending **court** as:

- a) a witness for the **insured** at the request of the **appointed representative**;
or
- b) a defendant

provided that a claim has been admitted under parts A - H of this policy. The sum payable shall not exceed the **limit of indemnity**.

4. Basic and Compensatory Awards

- a) A **basic** or **compensatory award** of compensation which the **insured** must pay as a result of judgment in a dispute under employment legislation;
or
- b) an out-of-court settlement of a claim under 4a) above to which **we** have given **our** prior written consent.

5. Jury Service Allowance

The income, salary or wages of the **insured**, or any director of, partner in or **employee** of the **insured** in respect of that individual's obligation to attend **court** for jury service insofar as it is not recoverable from the relevant **court**. The sum payable shall not exceed the **limit of indemnity**.

Standard Legal Expenses

The usual fees that would be incurred by **us** in nominating an **appointed representative** of **our** choice.

COVER

The **insurer** will indemnify the **insured** in respect of **legal expenses** which arise from **legal proceedings** that:

- i) are notified to **us** during the period of insurance; and
- ii) arise from the conduct of the **insured's business**; and
- iii) are made by or brought against the **insured** within the jurisdiction of a **court** within the **territorial limits**;

in respect of:

A - Property

the pursuit or defence of **legal proceedings** relating to the **insured's** rights as the owner or occupier of property that is physically occupied by the **insured**

provided that:

- i) the **insured** has suffered or could suffer a financial loss if **legal proceedings** are not pursued or defended;
- ii) the **insured** agrees to use alternative dispute resolution to attempt to settle any dispute, if **we** consider it to be appropriate;

Exclusions specific to A - Property

The **insurer** will not pay **legal expenses** arising from or relating to:

- i) any review of the rent payable for leasehold property;
- ii) the recovery of rent payable;
- iii) freehold or leasehold title, tenancy or licence disputes;
- iv) mining or other subsidence or heave;
- v) any contract entered into by the **insured**;
- vi)
 - a) any dispute arising from the compulsory purchase, confiscation, nationalisation, requisition, destruction of or damage to any property;
 - b) any disputes over restrictions or controls placed on any property;
 - c) any disputes arising from actual, planned, or proposed construction, closure, adaptation or repair of roads, buildings, housing or other worksby or on behalf of any government or public or local authority, except in so far as the claim relates to accidental damage arising from such activities.

B - Taxation

- 1) entering a response to a full enquiry by HM Revenue & Customs into a self-assessment tax return following the issue of a notice under Section 9A or 12AC of the Taxes Management Act 1970 or Schedule 18 para 24 of the Finance Act 1998. This includes responding at a tax tribunal hearing.

- 2) entering a response to an examination by HM Revenue & Customs following an Employer Compliance Review which arose from and related to an expression of dissatisfaction with the **insured's** PAYE or National Insurance Contribution affairs.
- 3) an appeal against a written VAT decision or assessment issued by HM Revenue & Customs. This includes the local review procedure and any VAT Tribunal.
- 4) entering a response to an aspect enquiry by HM Revenue & Customs which is limited to one or more specific aspects of the **insured's** self-assessment return following the issue of a notice under Section 9A or Section 12 AC of the Taxes Management Act 1970 or Schedule 18, paragraph 24 of the Finance Act 1998 which does not include a request to examine all the **insured's** books and records.

Exclusions specific to B - Taxation

The **insurer** will not pay **legal expenses** arising from or relating to:

- i) any tax avoidance scheme adopted by the **insured**;
- ii) an enquiry undertaken under Section 60 or 61 of the VAT Act 1994 or any investigation or enquiry by the Investigations Division of HM Revenue & Customs, HM Revenue & Customs Internal Governance or Criminal Investigations;
- iii) any investigation or inspection by HM Revenue & Customs that commenced prior to the inception of this policy;
- iv) any work in connection with the normal reconciliation of the annual accounts and VAT returns where such reconciliation has not been undertaken prior to the dispute or investigation arising;
- v) the **insured's** actual or alleged misstatement with intent to deceive contained in any relevant **business** books, records or returns. If such intent to deceive is shown the **insurer** shall be entitled to recover such indemnity as it has actually provided;
- vi) any issue of law, practice, or procedure not directly connected with the particular investigation, dispute or **legal proceedings** which are the subject of an indemnity under this policy;
- vii) any enquiry borne out of an enquiry into earlier year's tax return(s) or a tax return already under enquiry;
- viii) enquiries into tax returns that were filed after the statutory filing date and where no reasonable excuse has been accepted by HM Revenue & Customs for late filing;
- ix) any criminal prosecution.

C – Statutory Licence

- 1) a representation to a registration authority following proposals to suspend, revoke, alter the terms of or refuse to renew the **insured's** registration;
- 2) an appeal to the relevant statutory body or **court** concerning the decision of a registration authority if a representation under C1 has been unsuccessful

provided that:

- i) such licences have been declared to **us** prior to the period of insurance;
- ii) no appeal was made in the twelve months prior to the inception of this policy;
- iii) the **insured** has suffered or could suffer a financial loss if **legal proceedings** are not pursued.

D - Bodily Injury

the pursuit of compensation following an event which causes the death of or bodily injury to the **insured**. This cover extends to include members of the **insured's** family who suffer bodily injury following an event that also causes bodily injury to the **insured**.

Exclusions specific to D - Bodily Injury

The **insurer** will not pay **legal expenses** arising from or relating to:

- i) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident;
- ii) the defence of any claim for bodily injury.

E – Breach of Environmental Obligations

the defence of any **legal proceedings** brought by a Local Authority against the **insured** following breach of their environmental obligations pertaining to the recycling and disposal of **business** waste as specified by the Environment Agency (in England & Wales) and Scottish Environmental Protection Agency and the Environment and Heritage Service (in Northern Ireland).

Exclusions specific to E – Breach of Environmental Obligations

The **insurer** will not pay **legal expenses** arising from or relating to:

- i) any alleged deliberate or intentional act unless the case against the **insured** is dropped or dismissed;
- ii) any dispute that arises within three months of the inception of the policy.

F – Energy Performance of Buildings Directive

the defence of any **legal proceedings** brought against the **insured** arising from breach of the Energy Performance of Buildings Directive which came into effect on 6 April 2008 in respect of the property named in the schedule.

Exclusion specific to F - Energy Performance of Buildings Directive

The **insurer** will not pay **legal expenses** arising from or relating to any alleged deliberate or intentional act unless the case against the **insured** is dropped or dismissed.

G – Contract

the pursuit or defence of **legal proceedings** arising from a dispute with a customer or supplier, in respect of a contract with that customer or supplier, for the sale, purchase, hire or supply of goods or services.

provided that:

- i) the minimum amount in dispute exceeds £250;
- ii) the maximum amount in dispute does not exceed £5000;
- ii) the **insured** entered into the contract or alleged contract during the period of insurance.

Exclusions specific to G – Contract

The **insurer** will not pay **legal expenses** arising from or relating to:

- i) an undisputed debt owed to the **insured**;
- ii) any licence or franchise agreements;
- iii) a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled;
- iv) the letting or tenancy of property;
- v) any computer software or hardware that has been tailored by or on behalf of a supplier or the **insured**;
- vi) the construction, extension, alteration, demolition, repair, renovation or refurbishment of any property;
- vii) the ownership, possession, hiring or use of a motor vehicle, aircraft or water craft.

H - Employment

- 1) the defence of any **legal proceedings** brought in an employment tribunal, arising from a dispute with an **employee**, ex-**employee** or prospective **employee** relating to:
 - a) the contract of employment with the **insured**;
 - b) actual or alleged breaches of their statutory rights under employment legislation.
- 2) the pursuit of any **legal proceedings** to recover possession of premises which are owned by the **insured** but occupied by an **employee** or ex-**employee**.

provided that:

- i) the **insured** has sought and followed advice from **our** Legal Consultants before materially changing or attempting to change the particulars of an **employee's** contract of employment or dismissing an **employee** (whether or not by reason of redundancy); and
- ii) the **insured** agrees to the appointment of the **appointed representative** in accordance with Claims Settlement Condition 8a).

To obtain confidential employment legal advice contact **our** helpline on **01455 251500**, quoting the verification number specified in the schedule.

This service is available 24-hours a day, 365 days a year. **We** accept no responsibility for failure of this service for reasons outside **our** control.

Exclusions specific to H - Employment

The **insurer** will not pay **legal expenses** arising from or relating to:

- i) any benefit due under a contract of employment;
- ii) any payment made in respect of redundancy;
- iii) the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Equal Pay Act 1970;
- vi) any dispute that arises within three months of the inception of the policy;
- v) a dispute within the first six months of the policy where a warning was given to an **employee** in the six months prior to the policy's inception;
- vi) any **compensatory award** made against the **insured** relating to:
 - a) trade union activities including membership or non-membership;
 - b) pregnancy, maternity or paternity rights;
- vii) any award made because of the **insured's** failure to provide written reasons for dismissal;
- viii) any **compensatory award** specified in a reinstatement or re-engagement order or made because of the **insured's** failure to provide written reasons for a dismissal;
- ix) any awards to the extent that they relate to contractual rights accruing to the **employee**, ex-**employee** or prospective **employee** prior to the actual or alleged breach of the actual or alleged contract of employment;
- x) any claim where the **insured** does not appoint the **appointed representative** in accordance with Claims Settlement Condition 8a);
- xi) any **legal expenses** that are in excess of the **standard legal expenses**;

STANDARD SERVICES

Jury Service Allowance

The **insurer** will indemnify the **insured** in respect of **jury service allowance** provided that such attendance commences during the period of insurance and within the **territorial limits**.

Commercial Property Assistance

We will provide the **insured** with a property assistance service. The **insured's** call will be transferred to an assistance centre who will provide access to a contractor in any one of the following areas: Plumbing and Heating (including Corgi registered tradesmen), water, gas and electricity supply failure, locksmith, emergency boarding and glazing services, drainage and carpentry. All payments are the responsibility of the **insured**.

To access this service contact **our** helpline on **01455 251500**, quoting the verification number specified in the schedule.

This service is available 24-hours a day, 365 days a year. **We** accept no responsibility for failure of this service for reasons outside **our** control.

GENERAL EXCLUSIONS

The **insurer** shall not be liable for **legal expenses** in respect of:

1. any matter to which **we** have not given **our** written consent.
2. the defence of any civil **legal proceedings** made or brought against the **insured** arising from any actual or alleged:

- i) death, bodily injury, disease or illness of any person;
 - ii) loss, destruction or damage to any property;
 - iii) breach of any professional duty;
 - iv) breach of any duty owed as a director or officer of any company. This does not apply where the breach or alleged breach relates to taxation disputes and cover is provided under Section B - Taxation.
3. any non-contentious matters (other than claims admitted under Section B4 - tax aspect enquiry).
 4. any **legal proceedings** brought or transferred outside the **territorial limits**.
 5. any **legal expenses** that are in excess of the **standard legal expenses** where the **insured** has nominated their own representative to act as the **appointed representative**.
 6. any **legal proceedings** where a reasonable estimate of the likely irrecoverable element of any **legal expenses** to be paid would exceed a realistic financial valuation of the **insured's** claim.
 7. any **legal proceedings** where the **insured** is indemnified by or entitled to be indemnified by any other insurance policy or any policy which the **insured** is required to hold by law.
 8. any actual or alleged act, omission or dispute occurring prior to, or existing at inception or renewal of this policy and which the **insured** knew (or ought reasonably to have known) was likely to give rise to **legal proceedings**.
 9. any **legal proceedings** arising from -
 - i) the **insured's** intentional wrongdoing; or
 - ii) an act or omission with reckless disregard as to its consequences.
 10. any dispute between the **insured** and any subsidiary, parent, associated or sister company or between shareholders, directors, partners or any other person who is or would be entitled to indemnity at the **insured's** request.
 11. damages, fines or penalties of any nature incurred by the **insured** in **legal proceedings**.
 12. the defence of any **legal proceedings** arising from or relating to any actual or alleged dishonesty, fraud or malicious conduct of the **insured** unless such proceedings are successfully defended.
 13. the pursuit or defence of any action alleging defamation or malicious falsehood.
 14. the pursuit or defence of any **legal proceedings** relating to patents, copyrights, design rights, moral rights, trade or service marks, registered designs, passing off, trade secrets or confidential information.
 15. the pursuit or defence of **legal proceedings** between the **insured** and a central or local government authority concerning the imposition of statutory charges except where an appeal is allowed at law.
 16. any application for judicial review.
 17. the defence of any **legal proceedings** arising from or relating to seepage, pollution or contamination of any kind.
 18. any **legal proceedings** arising directly or indirectly from:
 - i) **equipment** failing correctly to recognise data representing year 2000 or any other date in such a way that it does not work properly or at all;
 - ii) computer viruses, including any program or software which prevents any operating system, computer program or software working properly or at all.
 This does not apply to any claim relating to compensation for bodily injury.
 19. any **legal proceedings** directly or indirectly caused by, contributed to, or arising from:
 - i) ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

GENERAL CONDITIONS

1. Observance of Terms

The **insured** must observe and comply with the terms, provisions and conditions of this policy. Any terms and conditions of this policy insofar as they relate to anything to be done or complied with by the **insured**, shall be conditions precedent to any liability of the **insurer** to make any payment under the policy.

2. Premiums

The premiums payable under this insurance may be based on the estimates of exposure during the period of insurance.

Having regard to the basis of calculation of premiums the **insured** shall keep a proper record of exposure. The **insured** shall allow **us** or **our** representatives to inspect such records and accounts at any reasonable time.

3. Record Keeping

The **insured** must take all reasonable care in keeping **business** books, records and accounts. Tax returns are to be submitted without undue delay and accounts and related taxation computations are to be submitted to the proper government department within the statutory period laid down at the end of the relevant period of account.

4. Cancellation

The insurance provided under the Master Policy may be cancelled at any time at the request of the **agent** in writing to **us** and premiums in respect of the Master Policy shall be adjusted on the basis of the **insurer** receiving or retaining premium pro rata. The Master Policy may also be cancelled by the **insurer** giving 14 days notice in writing to the **agent** and the premium shall be adjusted on the basis of the **insurer** receiving or retaining premium pro rata. Notice of Cancellation of the Master Policy shall be deemed to have been given to all **insureds** once given to the **agent**.

The cover provided to any **insured** may be cancelled at any time at the **insured's** written request and the premium shall be adjusted on the basis of the **insurer** receiving or retaining the customary short-term premium.

The cover provided to an **insured** may also be cancelled by **us** giving fourteen days notice sent in writing to the **insured's** last known address and the premium hereon shall be adjusted on the basis of the **insurer** receiving or retaining pro rata premium.

Provided always that no return of premium shall be allowed if the **insured** has given notification of a claim to **us** during the period of insurance.

5. Renewal

If **we** are willing to continue to provide cover and **we** advise the **insured** beforehand of **our** renewal terms, the **insured** authorises **us** to renew this policy and any subsequent policy on expiry in accordance with **our** renewal terms at that time, unless the **insured** advise **us** otherwise before the renewal date.

CLAIMS SETTLEMENT CONDITIONS

1. Consent Precedent to the **Insurer's** Liability

Our consent to pay **legal expenses** must be obtained in writing. **Legal expenses** incurred before such consent is given will not be covered. Consent will be given if the **insured** can satisfy **us** that:

- i) there are reasonable prospects of successfully pursuing or defending the **legal proceedings**;
and
- ii) it is reasonable in all the specific circumstances of the case for **legal expenses** to be provided.

In circumstances where **we** have chosen a representative to act on the **insured's** behalf **we** will pay **legal expenses** incurred for providing the initial assessment of the claim irrespective of the prospects of success or whether the claim is covered under this policy.

Where the **insured** has chosen their own representative any **legal expenses** incurred in providing initial assessment shall only be covered once we are satisfied that there are reasonable prospects of successfully pursuing or defending the **legal proceedings** and the claim is covered under all other terms and conditions of the Policy.

The decision to grant consent will take into account the advice of the **insured's appointed representative** as well as that of **our** own advisers. **We** may require, at the **insured's** expense, an opinion of Counsel on the merits of the **legal proceedings**. If the claim is subsequently admitted the **insured's** costs in obtaining such an opinion and providing such advice will be covered under this insurance.

During the course of **legal proceedings** if the **insured** no longer satisfies Consent conditions 1 i) and/or 1 ii) above then the **insurer** may discontinue indemnity.

If the **insured** decides to commence or continue **legal proceedings** for which **we** have denied support under Claims Settlement Condition 1(i) and is successful, **we** will pay **legal expenses** as if **we** had given **our** consent in the first instance.

2. Minimising Claims or Legal Proceedings

The **insured** must take all reasonable measures to minimise the risk or likelihood of claims, and the cost of **legal proceedings**. This includes, but is not limited to, the **insured** and any **agent** or **appointed representative** of the **insured** complying with any pre-action, costs or other protocol that applies to any **legal proceedings** which form the basis of a claim under this policy.

3. Arbitration

Any dispute between the **insured** and **us** in respect of this policy maybe referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties. Failing agreement, the arbitrator shall be nominated by the President of the appropriate Law Society, Bar Council or other professional body within the **territorial limits**.

The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of **us**, the **insured's** costs shall not be recoverable under this policy.

4. Fraudulent Claims

This policy shall be voidable at the discretion of the **insurer** if the **insured** makes any request for payment under this policy:

- i) knowing it to be fraudulent or false in any way; or
- ii) in circumstances where the **insured** ought reasonably to have known that the claim was false or fraudulent in any way; or
- iii) where there is collusion between the parties to this dispute.

Any premiums paid shall be forfeited.

5. Insolvency of Insured

If the **insured** is insolvent when a claim is notified to **us** or becomes insolvent during the course of any **legal proceedings**, to which the **insurer** has given support, the **insurer** has the right to refuse to admit or immediately to withdraw its support from a claim. The **insured** shall be deemed insolvent upon the appointment of an office-holder within the meaning given by section 233 (1) or 372 (1) of the Insolvency Act 1986.

6. Notification of Claims

It is a condition precedent to the **insurer's** liability that **we** must be notified in writing immediately the **insured** is aware of any actual or alleged act, omission or dispute which has given or may give rise to any **legal proceedings** involving the **insured**. If the **insured** fails to notify **us** of any actual or alleged act, omission or

dispute during the period of insurance any claim arising from such actual or alleged act, omission or dispute will not be admitted.

Where such notification has been given, the **insurer** agrees to treat any subsequent **legal proceedings** in respect of the circumstances notified as though the **legal proceedings** had been made or brought during the period of insurance.

SPECIAL PROCEDURE

If a form ET1 (Originating Application) is received from an employment tribunal the **insured** must immediately forward it to **us** with form ET3 (Notice of Appearance By Respondent) which should be left blank.

In view of the 21 days' statutory time limit this must be done immediately.

7. Appeal Procedure

Our consent must be obtained if the **insured** wishes to appeal against the judgment of a **court**. A written application must be submitted to **us** at least ten working days before the final date for lodging the appeal. The application must state the reasons for bringing the appeal. **We** will inform the **insured** of **our** decision.

The **insured** must co-operate in an appeal against the judgment of a **court** at **our** request.

8. Conduct of Legal Proceedings

a) Nomination of the appointed representative

- i) In respect of any and all claims where **we** may be liable to pay an award of compensation, **we** have the right to choose the **appointed representative**.
- ii) For Employment disputes where the **insured** has already received court papers, or where there is a conflict of interest, and where the **insurer** is not liable to pay an award of compensation the **insured** may choose their own representative. However we will not pay any **legal expenses** that are in excess of **standard legal expenses**. Any amount in excess of this is the **insured's** responsibility.
- iii) In respect of all other claims covered by the policy, the **insured** is free to choose an **appointed representative** (by sending **us** a suitably qualified person's name and address). If the **insured** asks **us**, **we** may assist the **insured** in choosing a suitable representative.

In selecting the **appointed representative** the **insured** shall have a duty to minimise the cost of **legal proceedings**.

We may choose not to accept a representative chosen by the **insured**. If this occurs **we** will explain why. If there is a disagreement over the choice of representative in these circumstances, the **insured** may choose another suitably qualified person and submit the name of that person to **us** for consideration. If **we** cannot agree on a representative or whether **legal proceedings** are necessary the **insured** can take the matter to an independent arbitrator. The arbitration process is set out in Claims Settlement Condition 3.

- iv) In the period before **we** agree that **legal proceedings** are necessary **we** reserve the right to seek to obtain a settlement on the **insured's** behalf. The settlement will be subject to the **insured's** agreement, which the **insured** will not unreasonably refuse.

Any representative is appointed in the **insured's** name to act for the **insured**.

b) All information to be given to the appointed representative

The **appointed representative** must be given all information and assistance required. This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the **insured's** possession. The **insured** must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested.

c) Access to the appointed representative

We are entitled to obtain from the **insured's appointed representative** any information, document, or advice relating to a claim under this insurance, whether or not privileged. On request the **insured** will give any instructions necessary to ensure such access.

d) Instruction of counsel or appointment of expert witnesses

If the **appointed representative** wishes to instruct counsel or appoint expert witnesses **we** will not unreasonably withhold **our** consent. The names of counsel or the expert witnesses must be submitted to **us** together with an explanation of the necessity for such action.

e) Where the amount in dispute is unlikely to exceed the small claims track limit

Where the amount in dispute is unlikely to exceed the small claims track limit **we** may carry out **our** own investigation and may attempt to negotiate a settlement. The **insured** will not unreasonably withhold agreement to any such settlement.

f) Our right to pay the insured instead of paying legal expenses

We may elect to pay the **insured** a reasonable sum not exceeding the realistic estimated value of any claim instead of paying any **legal expenses**. Such a decision will be entirely at **our** discretion and will be in full and final settlement of the **insured's** claim.

g) Offer of settlement

The **insured** must inform **us** in writing as soon as an offer to settle **legal proceedings** is received or a payment into **court** is made. The **insured** will not unreasonably withhold consent to the **appointed representative** making an offer to settle the **legal proceedings**.

The **insured** must not enter or offer to enter into any agreement to settle without **our** prior written consent. Any such agreement must take into account the **insurer's** interest in the recovery of costs.

If the **insured** unreasonably withholds agreement to a settlement **we** reserve the right to withdraw **our** support.

h) Withdrawal by the insured

Where the **insurer** has provided an indemnity for **legal expenses** and the **insured** withdraws from the **legal proceedings** without **our** agreement, the **insurer** shall be entitled to reimbursement of all **legal expenses** paid.

i) Payment of legal expenses

All bills relating to any **legal proceedings** which the **insured** receives from the **appointed representative** should be forwarded to **us** without delay.

Bills must be certified by the **insured** to the effect that the charges have been properly incurred and that **we** are authorised to settle on the **insured's** behalf. Gross sum bills must be accompanied by a breakdown setting out the work done and rates applied.

If requested the **insured** must ask the **appointed representative** to submit the bill of costs for assessment or certification by the appropriate Law Society or **court** in accordance with the provisions of the Solicitors Act 1974 and/or the Solicitors Remuneration Order 1994.

The provision of indemnity for any **legal expenses** does not imply that all **legal expenses** will be paid. If the **insured** is in doubt **we** should be consulted.

The **insured** must not, without **our** written consent, enter into any agreement with the **appointed representative** as to the payment of **legal expenses**.

j) Recovery of costs and expenses

The **insured** through the **appointed representative** shall be responsible for the repayment to the **insurer** of any:

- i) award of costs made in favour of the **insured**;
or
- ii) costs agreed to be paid to the **insured** as part of any settlement.

When the total amount of **legal expenses** incurred is within the **limit of indemnity**, the **insured** and the **insurer** will share any **legal expenses** that are recovered according to the proportion paid.

Where the total cost of the legal action exceeds the **limit of indemnity**, the **insured** and the **insurer** shall have priority over any other parties with an interest in any costs recovery. The **insured** and **insurer** shall share such recovery according to the proportion paid, subject to the **insurer's** right of recovery being restricted to the **limit of indemnity**.

Law Applicable to the Contract

The law applicable to this contract is subject to agreement between the parties. Unless a special endorsement to the contrary has been requested by you and agreed by us the law applying to this insurance contract will be as follows.

- a) If you are applying for insurance protection as a private individual the law applicable to that part of the United Kingdom Channel Islands or Isle of Man in which you or the first named policyholder normally resides
or
- b) If you are applying for insurance protection in your capacity as a sole trader the law applicable to that part of the United Kingdom Channel Islands or Isle of Man in which you have your principal place of business
or
- c) If neither of the above applies the law of England & Wales

This insurance is issued in the United Kingdom by FirstAssist Insurance Services Limited, and underwritten by Great Lakes Reinsurance (UK) PLC.

FirstAssist Insurance Services Limited is registered in England and Wales No. 04617110.
Registered office at Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU.

Great Lakes Reinsurance (UK) PLC is registered in England and Wales No. 2189462.
Registered office at Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

FirstAssist Insurance Services Limited is authorised and regulated by the Financial Services Authority. FSA Register No. is 310671.

Great Lakes Reinsurance (UK) PLC is authorised and regulated by the Financial Services Authority. FSA Register No. is 202715.

You can check this information on the FSA's Register by visiting the FSA's web site <http://www.fsa.gov.uk/register/home.do> or by contacting the FSA on 0845 6061234.

FSCS Information

Great Lakes Reinsurance (UK) PLC is covered by the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under its policies. Further information can be obtained from the Financial Services Compensation Scheme (www.fscs.org.uk) or by contacting the FSCS at 7th Floor, Lloyds Chambers, Portsocken Street, London E1 8BN or by calling 0207 892 7300.

Complaints Procedure

As a customer of FirstAssist, you have the right to expect the best possible service and support. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints process

In our experience many problems can be resolved by speaking to the staff directly responsible for the handling of your policy or claim. They will do their best to address the problem and in our experience most issues can be resolved satisfactorily at this stage.

When you contact us we promise to;

- fully investigate your complaint
- keep you informed of progress
- do everything possible to resolve your complaint
- learn from our mistakes
- use the information from your complaint to proactively improve our service in the future.

If your complaint is not resolved or if you are unhappy with our response, then you can progress your complaint with our Customer Relations Team.

They will carry out a separate investigation and full review that will be concluded by us issuing a final response letter. We will issue our final response within eight weeks of your original complaint. If it is not possible to issue our response within this timescale we will write to you explaining why.

Customer Relations Office

FirstAssist Insurance Services Limited
Marshall's Court
Marshall's Road
Sutton
Surrey
SM1 4DU
Telephone: 020 8652 1313
Fax: 020 8661 7604
Email: corporate.info@firstassistinsurance.co.uk

What to do if you are still not satisfied.

If you are still not satisfied with our response then you may be able to refer your complaint to the Financial Ombudsman Service. You must approach the Financial Ombudsman Service within 6 months of our final response to your complaint. We will remind you of the time limits in our final response.

Financial Ombudsman Service

(Insurance Division)
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone: 0800 0234567
Email: enquiries@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Your rights

We must accept the Ombudsman's final decision, but you are not bound by it and may take further action if you wish.

Your rights as a customer to take legal action remain unaffected by the existence or use of our complaints procedure. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Please note that the Financial Ombudsman Service will only consider complaints if you are a private policyholder, an enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2M, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million.

Data Protection Notice – How we protect your personal data

Introduction

Please make sure that you read and understand this Data Protection notice as it explains to you what we will do with the information that you give us. If you apply for our products and/or services it is highly likely that we will need both personal and sensitive data about yourself and anyone else who is covered by the application form in order to administer the insurance policy and any claims which may arise. You should show this notice to any other person covered under your insurance policy. If your application includes other individuals we will assume that they have given their consent to you for you to give their information to us.

The Data Controller

The Data Controller will be FirstAssist Insurance Services Limited.

Protection of your personal data

The security of your personal information is very important to us and we are compliant with all current data protection legislation. All personal information that you supply to us either in respect of yourself or other individuals in connection with our products and/or services will be treated in confidence by us and will be held by us for the purpose of providing and administering our products and services. This may involve the collection and processing of sensitive data (as defined in the Data Protection Act 1998) and if you complete an application form for our products and/or services you will be giving your consent to such information being processed by us (which may include other companies within the FirstAssist Group) or our agents. Your personal & sensitive data may also be shared with the underwriter of our insurance products.

It may be necessary to pass your personal and sensitive data to other companies for processing on our behalf. Some of these companies may be based outside Europe in countries which may not have the laws to protect your personal data, but in all cases we will ensure that it is kept securely and only used for the purposes for which it was provided.

Inaccurate Data

If you believe that we are holding inaccurate information about you, please contact the team responsible for administering your policy and they will be happy to correct any errors.

Telephone calls

Please note that for our mutual protection telephone calls to FirstAssist may be monitored and/or recorded.

Fraud prevention, detection & claims history

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these agencies and databases to;
 - Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
 - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
 - Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
 - Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases we access or contribute to.

Customer Satisfaction Surveys

We aim to continuously improve the services we offer to our customers. Occasionally we carry out customer satisfaction surveys which may be for our own benefit or for more general interest, and we may need to collect further information about you in connection with them. Surveys will usually be carried out by FirstAssist but in some circumstances we will use an external firm. Your participation in such a survey is entirely optional but your help and feedback would be appreciated.

Marketing

We would like to keep you informed (by telephone, post or email) of selected products and services available from us and our carefully chosen suppliers. If you would prefer not to receive this information, please let us know when you call or write.

FirstAssist Insurance Services Ltd**May 2011**