



**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 Schedule issued in substitution) and any Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears
- any information supplied by the Insured shall be in the contract
- 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 for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Insurer shall agree to accept the premium.

A handwritten signature in black ink, appearing to read "P W Smith".

P.W. Smith

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.

LEGAL EXPENSES INSURANCE

DEFINITIONS

ACTS OF PARLIAMENT

All Acts of Parliament referred to in this policy shall be deemed to include any subsequent amendments or re-enactments thereof and equivalent legislation (if any) enforceable within the Territorial Limits.

AGENT

Lloyds TSB Insurance Services Limited.

ANY ONE CLAIM

All Legal Proceedings, including any appeal against judgment consequent upon the same original cause, event or circumstance, shall be regarded as one claim.

APPOINTED REPRESENTATIVE

A solicitor or appropriately qualified person appointed to act in a professional capacity for the Insured in accordance with the terms of this policy.

COURT

A court, tribunal or other competent authority.

EMPLOYEE

Any person under a contract of service or apprenticeship with the Insured or undergoing training under any government-approved training scheme, which is under the Insured's control, in connection with the business.

INSURED

The person or company named as Insured in the schedule, and at the request of the Insured in respect of cover under Sections 1, 3 and 7, a director of partner in or Employee of the Insured.

INSURER

Great Lakes Reinsurance (UK) PLC.

LEGAL EXPENSES

Fees

- a) any fees and disbursements reasonably and properly incurred by the Appointed Representative in connection with any Legal Proceedings, including fees and disbursements of expert witnesses as well as those incurred by Us, in connection with any such Legal Proceedings
- b) any fees and disbursements reasonably and properly incurred by the Appointed Representative in appealing or resisting an appeal against the judgment of a Court in connection with any Legal Proceedings.

Costs

Any costs payable by the Insured following an award of costs by any Court and any costs payable following an out of court settlement consented to by Us in accordance with Claims Settlement Condition 8(f) and made in connection with any Legal Proceedings.

Compensation Awards

Compensation for the holding, loss or unauthorised disclosure of data within the meaning given by Section 13 of the Data Protection Act 1998 by any Court or settlements thereof agreed as a result of conciliation proceedings and to which Our prior consent has been given.

Awards of Compensation

All Basic and Compensatory Awards made against the Insured under the Legislation by any Court or settlements thereof agreed as a result of conciliation proceedings and to which Our prior consent has been given.

LEGAL PROCEEDINGS

The pursuit or defence of legal disputes or taxation proceedings.

LEGISLATION

- a) Sex Discrimination Act 1975
- b) Fair Employment (Northern Ireland) Act 1976
- c) Race Relations Act 1976
- d) Transfer of Undertakings (Protection of Employment) Regulations 1981
- e) Trade Union Act 1984
- f) Sex Discrimination Act 1986
- g) Wages Act 1986
- h) Trade Union and Labour Relations (Consolidation) Act 1992
- i) Trade Union Reform and Employment Rights Act 1993
- j) Disability Discrimination Act 1995
- k) Employment Relations Act 1996
- l) Data Protection Act 1998
- m) National Minimum Wage Act 1998
- n) Working Time Regulations 1998
- o) Public Interest Disclosure Act 1999;

together with all related statutory instruments and regulations (including relevant codes of practice issued by the Secretary of State for Employment or by the Health and Safety Commission) in force at the commencement of the Period of Insurance including the Industrial Relations (Northern Ireland) Order 1976, Industrial Relations (No. 2) (Northern Ireland) Order 1976 and the Sex Discrimination (Northern Ireland) Order 1976.

The Insurer will not pay:

- a) Additional Awards made under Section 69 or 71 of the Employment Protection (Consolidation) Act 1978 (as amended) or under Article 31 and 32 of the Industrial Relations (Northern Ireland) Order 1976
- b) Special Awards as defined in Section 72 or 75 of the Employment Protection (Consolidation) Act 1978 (as amended)
- c) Protective Awards payable under Section 101 of the Employment Protection Act 1975 or Article 51 of the Industrial Relations (Northern Ireland) Order 1976
- d) Interim Relief as defined in Section 77 and quantified in Sections 78 and 79 of the Employment Protection (Consolidation) Act 1978 (as amended)
- e) a redundancy payment or an award made against the Insured which the Insured has incurred by deliberately avoiding liability for a redundancy payment or money due under a contract of employment
- f) any award of pay specified in a reinstatement or re-engagement order
- g) any award of pay where the Insured has failed to provide written reasons for dismissal.

TERRITORIAL LIMITS

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

WE/US/OUR

FirstAssist Insurance Services Limited which administers the insurance on the Insurer's behalf and to which any notification of claim must be addressed at:

Legal Expenses Claims Department
FirstAssist Insurance Services Limited
Marshall's Court
Marshall's Road
Sutton
Surrey SM1 4DU
Tel: 020 8652 1313

LIMITS OF INDEMNITY

The maximum liability of the Insurer under this Policy during any one period of insurance in respect of each of:

- a) any one claim
- b) the aggregate amount payable in respect of all claims under this Policy

shall not exceed the respective amounts specified in the schedule.

COVER

The Insurer will indemnify the Insured in respect of Legal Expenses which arise from the conduct of the Insured's Business, as disclosed in the application, and which arise from Legal Proceedings made by or brought against the Insured within the jurisdiction of a Court within the Territorial Limits and notified to Us during the Period of Insurance in respect of:

Section 1 - Employment

The defence of any Legal Proceedings 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 the Legislation

provided always that:

- i) the Insured has consulted with and adheres to the recommendations of Our Legal Services Centre before dismissing an Employee, whether or not by reason of redundancy or materially changing the particulars of an Employee's contract of employment
- ii) the Insured agrees to appoint Our Employment Tribunal Service as its Appointed Representative in relation to any proceedings before an Employment Tribunal.

Section 2 - Health & Safety

The defence of any Legal Proceedings arising from any act or omission or alleged act or omission by the Insured relating to the service of an Improvement Notice or Prohibition Notice under the Health & Safety at Work, etc. Act 1974 or the Health & Safety (Northern Ireland) Order 1978 against which the Insured wishes to appeal.

Section 3 - Prosecution

The defence of any Legal Proceedings arising from any act or omission or alleged act or omission by the Insured relating to the Insured's prosecution in a Court of criminal jurisdiction provided always that in the defence of any criminal Legal Proceedings charges are dismissed or the Insured is acquitted.

Exclusions specific to Section 3

The Insurer will not pay Legal Expenses arising from or relating to any Legal Proceedings involving the ownership, possession, hiring or use of a motor vehicle aircraft or watercraft.

Section 4 - Property

The pursuit or defence of Legal Proceedings relating to the Insured's possession or enjoyment of or title to freehold or leasehold property occupied by the Insured provided that the Insured has suffered or could suffer a pecuniary loss if Legal Proceedings are not pursued or defended.

Exclusions specific to Section 4

The Insurer will not pay Legal Expenses arising from or relating to:

- i) any review of the rent payable in respect of leasehold property
- ii) mining or other subsidence or heave
- iii) a) any dispute arising from the compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on or damage to any freehold or leasehold property
- b) any disputes arising from the actual, planned or proposed construction, closure, adaption or repair of roads or bridges or the actual, planned or proposed construction, demolition or adaption of buildings housing or other works by or under the order of any inter-governmental, governmental, public or local authority except in so far as the claim relates to accidental damage arising from such activities.

Section 5 - Taxation

- a) an investigation instigated by a government department into the Insured's liability to taxation on business income profits or gains and involving an official in-depth examination of the Insured's business books or records
- b) an investigation instigated by a government department into the Insured's responsibility to comply with or apply regulations concerning the assessment, deduction or collection of income tax or social security contributions relating to any actual or alleged Employee and involving an official in-depth examination of the Insured's business books or records

- c) the pursuit or defence of Legal Proceedings concerning the Insured's liability to Value Added Tax or the Insured's responsibility to comply with or apply regulations concerning the assessment, collection or recovery of Value Added Tax relating to any actual or alleged transaction to which the Insured is party

provided always that such Taxation Proceedings shall be deemed to have commenced on the date that the government department:

- i) having demanded that the Insured's business books or records be made available for examination in respect of a claim under 5(a) or 5(b), first expresses dissatisfaction with those books or records
- ii) instigates any enforcement proceedings relating to Value Added Tax.

Exclusions specific to Section 5

The Insurer will not pay Legal Expenses:

- i) relating to any issue of law practice or procedure not directly connected with the subject matter of the particular investigation or enforcement proceedings which are the subject of an indemnity under this Policy
- ii) to the extent that such arise from the Insured's actual or alleged mis-statement with intent to deceive in or in relation to any relevant business books, records, accounts, returns, computations or submissions. If, and to the extent that such intent to deceive is shown, the Insurer shall be entitled to recover such indemnity as it has actually provided
- iii) relating to any investigation where the accounts submitted are being investigated, solely because earlier accounts have been investigated or are already under investigation
- iv) where the Insured's accounts have not been audited or compiled annually by one of the recognised accountancy associations.

Section 6 - Data Protection

The pursuit or defence of any Legal Proceedings arising out of the Data Protection Act 1998 including, but not limited to, an appeal by the Insured against:

- a) the refusal by the Registrar of an application for alteration of registered particulars
- b) an enforcement notice
- c) a de-registration notice
- d) a transfer prohibition notice.

In addition, the Insurer agrees to indemnify the Insured in respect of Compensation Awards made against the Insured.

Section 7 – Personal Injury

Any Legal Proceedings brought by or on behalf of a director or Employee of or partner in the Insured in pursuit of compensation and/or damages arising from bodily injury or death to such director, Employee or partner.

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:
 - i) actual or alleged death or bodily injury to or disease or illness of any person
 - ii) actual or alleged loss or destruction of or damage to any property
 - iii) the breach or alleged breach of any professional duty
 - iv) the breach or alleged breach of any duty owed as a director or officer of any company, except where the breach or alleged breach relates to taxation proceedings, and a claim is made under Section 5.
3. any Legal Proceedings made, commenced, brought or transferred outside the Territorial Limits.
4. any Legal Proceedings in respect of which the Insured is, or but for the existence of this Policy, would be entitled to indemnity under any other insurance policy or any policy which the Insured is required to hold by law.
5. any act, omission or dispute, or alleged act, omission or dispute occurring prior to or existing at inception of this Policy and which the Insured knew or ought reasonably to have known was likely to give rise to Legal Proceedings made by or brought against the Insured.
6. any Legal Proceedings arising from the Insured's wilful misconduct or the Insured's act or omission with reckless disregard as to its consequences.
7. any dispute between the Insured and any subsidiary parent, associated or sister company or between shareholders, directors or partners or any other person who is or would be entitled to indemnity at the Insured's request.
8. damages, fines or penalties of any nature.
9. 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.
10. the pursuit or defence of any action alleging defamation or malicious falsehood.
11. 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 and confidential information.
12. 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.
13. the defence of any Legal Proceedings arising from or relating to seepage, pollution or contamination of any kind.
14. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of any nature, directly or indirectly caused by or contributed to by 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.
15. 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

But any claim for Legal Expenses to pursue compensation for personal injury is not excluded.

Equipment includes computers and anything else which has a microchip in it.

Computers include hardware, software, data, electronic data, processing equipment and other computing and electronic equipment linked to a computer.

Microchips include integrated circuits and microcontrollers.

Computer viruses include any program or software which prevents any operating system, computer program or software working properly or at all.

GENERAL CONDITIONS

1. Due Observance

The due observance of and compliance with the terms, provisions 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 hereunder.

2. 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.

3. Cancellation

The cover provided to any Insured may be cancelled at any time at the Insured's request in writing and the premium shall be adjusted on the basis of the Insurer receiving or retaining premium pro rata. The cover provided to an Insured may also be cancelled by the Insurer giving twenty-one days' notice in writing to the Insured at its last known address and the premium hereunder shall be adjusted on the basis of the Insurer receiving or retaining premium pro rata, 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 which subsequently results in a claims payment being made.

4. Renewal

If we are willing to continue to provide cover and we advise the Insured beforehand of our renewal terms the Insured authorise 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

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
- ii) it is reasonable in all the circumstances for Legal Expenses to be provided.

The decision to grant consent will take into account the advice of the Insured's Appointed Representative as well as that of Our own advisors. We may require at the Insured's expense an opinion of Counsel on the merits of Legal Proceedings.

The Insurer may discontinue indemnity if, during the Legal Proceedings, We consider that reasonable prospects of successfully pursuing or defending the Legal Proceedings no longer exist.

If the Insured decides to commence or continue Legal Proceedings for which We have denied consent on the basis of i) above, and is subsequently successful, the Insurer 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.

3. Arbitration

Any dispute between the Insured and the Insurer in respect of this Policy may be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties or, failing agreement, one who is nominated by the President of the appropriate Law Society or by the Bar Council or appropriate professional body within the Territorial Limits.

All costs of the arbitration shall be met in full by the party against whom the decision is made. 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 the Insurer, the Insured's costs shall not be recoverable under this Policy.

4. Fraudulent Claims

If the Insured makes any request for payment under this policy knowing it to be fraudulent or false in any respect (or in circumstances where it ought reasonably to be known to be so) or where there is collusion between the parties to this dispute this policy shall be voidable at the discretion of the Insurer and any premiums paid hereunder 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 shall thereupon reserve the right to refuse to admit a claim or withdraw its support of a claim forthwith. The Insured shall be deemed insolvent upon the appointment in relation to that Insured 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 such 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. Form ET1 and Form ET3 (Notice of Appearance By Respondent), which should be left blank, should also be sent.

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

7. Appeal Procedure

If the Insured wishes to appeal against the judgment of a Court, reasons must be submitted to Us and Our consent obtained. This application must be sent by recorded delivery at least ten working days before the final date for lodging the appeal. We will inform the Insured of Our decision.

If We so require, the Insured must co-operate in an appeal against the judgment of a Court.

8. Conduct of Legal Proceedings

a) Nomination of the Appointed Representative

Having received notification from the Insured of a claim, We may make an investigation into the dispute and attempt to achieve a fair settlement, using an external representative where We consider it necessary.

In any Legal Proceedings, We will provide the Insured with a shortlist of firms that will act for the Insured and the Insured will select an Appointed Representative from the list. The solicitor, person or firm will be appointed by Us in the name of and on behalf of the Insured. If the Insured does not wish to select an Appointed Representative from our shortlist, the Insured may suggest an alternative. In nominating an Appointed Representative the Insured will be subject to the common law duty to minimise the cost of Legal Proceedings. Any dispute arising from the Insured's choice of Appointed Representative may be referred to Arbitration, in accordance with Claims Settlement Condition 3.

If, at any time during the conduct of the claim, We become aware of a potential conflict of interest, the Insured will be informed in writing and has the right to nominate an Appointed Representative to take over the conduct of any claim.

We will have control of the claim, in consultation with the Appointed Representative, and the Insured must follow the Appointed Representative's reasonable advice. The Insured must not commence Legal Proceedings or take any steps to enter a defence to Legal Proceedings without Our written consent. We will not unreasonably withhold Our consent.

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, whether or not privileged, relating to a claim under this insurance. 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) Option to Reimburse

Where, in Our opinion, We or the Insured would suffer no detriment, We may elect to pay the Insured for the value of goods or services or the claim for damages.

f) Offer of settlement

The Insured must inform Us in writing as soon as an offer to settle Legal Proceedings is received or made, including a payment into court. The Insured must not offer to enter or 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.

g) 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 taxation 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 1972.

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.

h) Recovery of costs and expenses

The Insured, through the Appointed Representative, shall be responsible for the repayment to the Insurer of any award of costs in favour of the Insured, or any costs agreed to be paid to the Insured as part of any settlement.

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 the policyholder and agreed by us, the law applying to this insurance contract will be 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 1 Minster Court, Mincing Lane, London EC3R 7YH.

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 www.fsa.gov.uk/register or by contacting the FSA on 0845 6061234.

FSCS Information

Great Lakes Reinsurance (UK) PLC is a member of 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. The first £2,000 of a claim is protected in full. Above this threshold, 90% of the remainder of the claim will be met. Further information can be obtained from the Financial Services Compensation Scheme (www.fscs.org.uk).

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@firstassist.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: 0845 080 1800
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, a business with a group annual turnover of less than £1 million, 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.