



**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 Endorsements 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** is incorporated into this contract of insurance.
- 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.

Ross D Clark

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.

FIRSTASSIST INSURANCE SERVICES LIMITED

GROUP LEGAL EXPENSES SCHEME POLICY WORDING PRISON OFFICERS ASSOCIATION (SCOTLAND)

DEFINITIONS

The policy and schedule shall be read together and the following expressions shall have the meanings outlined wherever they appear in the policy in bold print

INSURER

Great Lakes Reinsurance (UK) PLC

WE/US/OUR

FirstAssist Insurance Services Limited which arranges and administers this 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

POLICYHOLDER

Prison Officers Association (Scotland).

INSURED

Employees of the Scottish Prison Service or The State Hospital who are members of the **Policyholder** at the time at which the **Insured Event** is notified to **Us** and have paid the relevant premium.

INSURED PERSON

In respect of cover under Sections 1(b), 5 and 7, the **Insured**.

In respect of cover under all other sections of this policy,

The **Insured** and:

- a) The **Insured's** spouse or **Partner**; and
- b) Children under the age of 21, including step-children adopted children and foster children;
and
- c) The parents and grandparents of the **Insured** and the **Insured's** spouse or **Partner**

normally resident with the **Insured**.

In respect of claims under **Section 2 – Personal Injury**, the **Insured Person** will include any person authorised to drive or be a passenger whilst in or on or getting in or out of the **Vehicle**

Provided that any authorised driver or passenger wishing to claim under this section of cover does so with the agreement of the **Insured**.

PARTNER

A person the **Insured** has a continuous relationship with and lives with the **Insured** at the **Home**.

LEGAL ADVISORS

Levy & McRae Solicitors, 266 St Vincent Street, Glasgow G2 5RL.

APPOINTED REPRESENTATIVE

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

TERMINOLOGY AND ACTS OF PARLIAMENT

The terminology and Acts of Parliament referred to in this Policy shall be deemed to include equivalent terminology and legislation enforceable within Scotland, Northern Ireland, The Isle of Man or the Channel Islands as the case may be.

FATAL ACCIDENT INQUIRY

An Inquiry conducted by the Sheriff and initiated by the Procurator Fiscal into any death which is sudden, suspicious or unexplained.

LEGAL PROCEEDINGS

- a) Any step prior to the issue or receipt of legal process reasonably taken with a view to resolving any **Insured Event** occurring within the **Territorial Limits**;
- b) Any step taken subsequent to the issue or receipt of legal process in any criminal or civil **Court** including any appeals arising therefrom provided that such process is issued within the **Territorial Limits**;
- b) A **Fatal Accident Inquiry** in respect of a matter:
 - i) which is, or may become, the subject of a claim under the policy; and
 - ii) where the cost of representation is not funded by another source; and
 - iii) which relates to the Insured Person's employment as an employee of the Scottish Prison Service or The State Hospital.

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.

TERRITORIAL LIMITS

In respect of Cover under Sections 1,4,5, 6 and 7:

- a) The United Kingdom, the Isle of Man and the Channel Islands and

In respect of Cover under Sections 2 and 3:

- a) The United Kingdom, the Isle of Man and the Channel Islands and
- b) any country which is a member of the European Union and additionally Liechtenstein, Norway, Switzerland countries bordering and islands in the Mediterranean in respect of temporary visits overseas for domestic and pleasure purposes.

COURT

A court tribunal or other competent authority.

HOME

The **Insured's** permanent private residence.

VEHICLE

Any motor vehicle including motor cycles required to be licensed for road use constructed or adapted principally for the carriage of up to seven passengers owned or hired by the **Insured Person** including any caravan or trailer which is attached to the motor vehicle by normal means for towing.

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

Standard costs of any civil proceedings incurred by the Third Party for which the **Insured Person** may be liable by order of a **Court** or following an out of court settlement consented to by **Us** in accordance with Claims Settlement Condition 7(g) and made in connection with any **Legal Proceedings**.

INSURED EVENT

Shall mean the happening of the events described in each Section of Cover and shall be deemed to have occurred:

- a) in civil cases at the time at which the cause of action commenced; or
- c) in criminal cases at the time at which the **Insured Person** is alleged to have commenced to violate the criminal law in question;
- d) in relation to Legal Assistance when the Legal Assistance is provided.

PERIOD OF INSURANCE

The period specified in the schedule and any subsequent periods for which the **Insured** shall pay and **We** shall accept a renewal premium.

LIMIT OF INDEMNITY

The sum specified in the schedule which shall be the maximum amount payable in respect of **Any One Claim** after totalling all **Legal Expenses** of the **Insured Person** including opponents' costs.

SECTIONS OF COVER

In consideration of the **Policyholder** having paid or agreed to pay the premium the **Insurer** agrees to indemnify the **Insured Person** against **Legal Expenses** incurred in respect of any **Insured Event** occurring within the **Territorial Limits** and notified to **Us** during the **Period of Insurance**

Section 1 - Criminal Prosecution Defence

- a) **Legal Expenses** incurred in the defence of **Legal Proceedings** brought against an **Insured Person** in a **Court** of criminal jurisdiction relating to the use or driving of a **Vehicle**;
- b) **Legal Expenses** incurred in the defence of **Legal Proceedings** brought against the **Insured** in a **Court** of criminal jurisdiction relating to the **Insured's** employment, including allegations of intentional violence;
- c) **Legal Expenses** incurred in the defence of **Legal Proceedings** brought against an **Insured Person** in a **Court** of criminal jurisdiction, excluding any claims arising in connection with the **Insured Person's** employment;
- d) **Legal Expenses** incurred in the defence of **Legal Proceedings** brought against an **Insured Person** in a **Court** of civil jurisdiction under the Race Relations Act 1976 or Sex Discrimination Act 1975 or for the compensation under Section 13 of the Data Protection Act 1998.

Exclusions

The **Insurer** will not indemnify the **Insured Person** in respect of any prosecution

- a) Alleging Dishonesty on the part of the **Insured Person** unless the **Insured Person** is subsequently acquitted or the case is not proven;
- b) In respect of any non-endorseable parking offence.

Section 2 - Personal Injury

Legal Expenses incurred in the pursuit of **Legal Proceedings** to recover damages or compensation following any event causing death of or bodily injury to an **Insured Person**.

Section 3 - Consumer Protection

Legal Expenses incurred in the pursuit or defence of **Legal Proceedings** as a result of any contractual dispute arising out of a contract entered into by an **Insured Person** where the amount in dispute or the total instalments due at the time of making the claim exceeds £250.00 for;

- a) obtaining services including insurance;
- b) the sale purchase, hire-purchase, repair or service of any personal goods.

Exclusions

The **Insurer** will not indemnify the **Insured Person** in respect of:

- a) a contract of insurance dispute relating solely to quantum;
- b) any dispute arising from or relating to motor vehicles, their parts or accessories;
- c) any dispute arising from or relating to any work carried out in or for the benefit of land or buildings other than the **Home**.

Section 4 - Employment

Legal Expenses incurred in the pursuit of **Legal Proceedings** between an **Insured Person** and his or her employer in respect of a contract of employment dispute.

Section 5 – Disciplinary Hearings

Legal Expenses incurred in the representation of the **Insured** at Disciplinary Hearings (including appeals to the relevant Secretary of State) where:

- a) the **Insured** is facing dismissal; or
- b) in **Our** opinion a substantial legal point is at issue.

Section 6 - Assistance

The provision of professional assistance and guidance to the **Insured Person** in respect of any personal legal or quasi legal problem of the **Insured Person**.

Provided that

- a) The **Insurer** shall be at liberty to procure the provision of such assistance to the **Insured Person** by Us or the **Legal Advisors**;
- b) The assistance will be given via the telephone on request by the **Insured Person**.
- c) The **Insurer** will not be liable to the **Insured Person** for any breakdown or failure to provide the said assistance by virtue of any Act of God, strikes, mechanical or technological breakdown or any other matter outside its reasonable control.

Exclusions

- a) We shall not be obliged to correspond negotiate or otherwise deal on the **Insured Person's** behalf with any third party;
- b) We will not provide assistance on matters relating to a dispute under this policy between the **Policyholder**, any **Insured Person** and Us, the **Insurer**, their servants or agents.

Section 7 – Fatal Accident Inquiries

Legal Expenses incurred in the representation of the **Insured Person** under the Mandatory inquiry section of the Fatal Accidents and Sudden Deaths Inquiry (Scotland) Act 1976 (and in The Fatal Accidents and Sudden Deaths Inquiry Procedure (Scotland) Amendment Rules 1992) in the representation of the **Insured Person** at a **Fatal Accident Inquiry** which relates to:

- a) the **Insured Person's** death during the course of his/her employment; or
- b) an accident that has occurred during the time in which the person who died was in legal custody, or in the care of the **Insured Person** in the course of his duties.

Provided that:

- i) the Fatal Accident Inquiry relates directly to the **Insured's** duties as an employee of the Scottish Prison Service or The State Hospital;
- ii) the cost of representing the **Insured** is not recoverable from or funded by another source.

EXCEPTIONS

The **Insurer** will not cover an **Insured Person** in respect of:

1. an **Insured Event**
 - a) occurring prior to or existing at inception or renewal of this policy and which the **Insured Person** knew (or ought reasonably to have known) was likely to give rise to **Legal Proceedings**; or
 - b) reported to **Us** more than six months after its occurrence.
2.
 - a) **Legal Expenses** incurred prior to **Our** written acceptance of the claim; or
 - b) the expenses of an expert witness unless **Our** prior written approval has been received.
3. the failure to give proper instructions in due time to the **Appointed Representative**.
4. any delay by the **Insured Person** which in **Our** reasonable opinion is prejudicial to the conduct of the claim.
5. any dispute with the **Insurer** and/or **Us**.
6. any **Legal Expenses** incurred in the pursuit or defence of **Legal Proceedings** where the **Insured Person** withdraws from a claim without **Our** prior consent.
7. a dispute between any **Insured Persons**.
8. any dispute or claim or prosecution arising from:
 - a) the **Insured's** deliberate or intentional wrongdoing; or
 - b) the **Insured's** act or omission with reckless disregard as to its consequences.
9. **Legal Expenses** incurred as a result of delays by the **Insured Person** which are in **Our** opinion prejudicial to the conduct of **Legal Proceedings**.
10. **Legal Proceedings** in a constitutional international or supra national Court other than the European Court of Justice and the Commission and Court of Human Rights.
11. any matter in respect of which the **Insured Person** is otherwise insured or but for the existence of this Insurance would be otherwise insured or where indemnity is provided by any other person or organisation.
12. a matrimonial or cohabitation dispute except in so far as any claim relates to a dispute with an **Insured Person's** professional advisors or a criminal prosecution
13. libel slander defamation verbal injury or malicious falsehood.
14.
 - a) the ownership use or possession wholly or in part of any property or goods for the conduct of any profession business or trade other than for normal full time employment;
 - b) a contract entered into in connection with the conduct of any profession business or trade.

15. securities shares interests or guarantees in any body corporate or otherwise.
16. patents copyrights trade or service marks registered designs.
17. intellectual property agreements including secrecy and confidentiality clauses or agreements.
18. subsidence mining landslip or heave.
19.
 - a) the compulsory purchase confiscation nationalisation requisition or destruction of or restrictions or controls placed on or damage to any property; or
 - b) the actual planned or proposed construction closing adaptation or repair of roads or bridges; or
 - c) the actual planned or proposed construction demolition or adaptation of buildings housing including the **Home** or other works

by or under the order of any inter-governmental governmental public or local authority other than accidental damage arising from such activities.

20. any work carried out in on or for the benefit of land or buildings other than the **Home**.
21. any fines or penalties in any circumstances or damages or compensation awarded against the **Insured Person**.
22. the use of a **Vehicle** for racing rallies or competition.
23. **Legal Costs and Expenses** arising directly or indirectly from:
 - a) 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;
 - b) computer viruses.

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.

24. claims directly or indirectly caused by or contributed to or arising from:
 - a) ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - b) the radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof; or
 - c) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

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. Cancellation

The **Policyholder** may cancel this insurance by giving **Us** written instructions and the **Policyholder** will receive a refund of premium for any unexpired period of cover.

We may also cancel the policy by sending 30 days notice by letter to the **Policyholder's** last known address and will make a refund of premium for any unexpired period of cover.

3. Alteration of Risk

The **Policyholder** must notify **Us** as soon as possible of any alteration in risk which materially affects this insurance.

4. 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** advises **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 Person** can satisfy **Us** that

- i) there are reasonable prospects of achieving the remedy or result sought by the **Insured Person**
and
- 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 Person's Appointed Representative** as well as that of **Our** own advisers. **We** may require at the **Insured Person's** expense an opinion of Counsel on the merits of **Legal Proceedings**.

If at any time **We** or the **Appointed Representative** consider that the claim or **Legal Proceedings** do not have such prospects **We** will advise the **Insured Person** in writing and notify the **Insured Person** that the **Insurer's** liability to pay any further **Legal Expenses** will cease 14 days after the **Insured Person** receives the notice.

No **Legal Expenses** may be incurred after the **Insured Person** receives the notice unless **We** have given written consent. **We** will not unreasonably withhold **Our** consent where to do so is likely to prejudice the claim or **Legal Proceedings**.

If the **Insured Person** decides to commence or continue **Legal Proceedings** for which **We** have denied consent on ground i) above and is 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 Person** 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 Person** and the **Insurer** in respect of this Policy may at the request of either Party 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 President of 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 Person's** costs shall not be recoverable under this Policy.

4. **Fraudulent Claims**

If any **Insured Person** 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 a dispute then entitlement to all benefits under this Policy shall be lost and the premiums paid shall be forfeited.

5. **Notification of Claims**

It is a condition precedent to the **Insurer's** liability that **We** must be notified in writing immediately the **Insured Person** 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 Person**. If the **Insured Person** 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**.

6. **Appeal Procedure**

If the **Insured Person** 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 Person** of **Our** decision.

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

7. **Conduct of Legal Proceedings**

a) **Nomination of the Appointed Representative**

Having received notification from the **Insured Person** 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.

The **Insured Person** has the right to nominate a solicitor or appropriately qualified person or firm to act as an **Appointed Representative** in any **Legal Proceedings**. The solicitor person or firm will be appointed by **Us** in the name of and on behalf of the **Insured Person**.

In nominating the solicitor person or firm to act as an **Appointed Representative** the **Insured Person** will be subject to the common law duty to mitigate the amount of **Legal Expenses**. Any dispute arising from the **Insured Person's** choice of solicitor person or firm to act as an **Appointed Representative** may be referred to Arbitration in accordance with Claims Settlement Condition 3.

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

If at any time during the conduct of the claim **We** become aware of a potential conflict of

interest the **Insured Person** will be informed in writing and has the right to nominate a solicitor or other appropriately qualified person or firm to act as an **Appointed Representative** to take over the conduct of any claim.

b) All information to be given to the Appointed Representative

The **Insured Person** will give proper assistance as soon as possible and co-operate fully with **Us** the **Appointed Representative** and any counsel which has been appointed by the **Appointed Representative**. This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the **Insured Person's** possession. The **Insured Person** must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested.

The **Insured Person** must keep **Us** or the **Appointed Representative** informed of all developments as soon as possible after these developments arise.

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 Person** would suffer no detriment **We** may elect to pay the **Insured Person** for the value of goods or services or the claim for damages.

f) Subrogation

Before or after the **Insurer** pays the **Insured Person's** claim under the policy the **Insured Person** must if **We** ask take or allow **Us** to take in the **Insured Person's** name all steps needed to enforce the **Insured Person's** rights against any other person including the defence or settlement of any claim or the pursuit of a claim in any person's name.

g) 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 Person** must not make or authorise any offer to settle the claim which would result in the payment of **Legal Expenses** without **Our** consent. **We** will not unreasonably withhold **Our** 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.

If any offer or payment into court is not accepted by the **Insured Person** and the amount of this offer or payment is equal to or greater than the total damages which the **Insured Person** is eventually awarded the **Insurer** will have no liability in respect of **Legal Expenses** which were incurred after the date of such offer or payment into court unless **We** agree to the continuation of the proceedings.

h) Payment of Legal Expenses

The **Insured Person** must not without **Our** written consent enter into any agreement with the **Appointed Representative** as to the payment of **Legal Expenses**.

All bills relating to any **Legal Proceedings** which the **Insured Person** receives from the **Appointed Representative** should be forwarded to **Us** without delay.

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

If requested the **Insured Person** 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 Person** is in doubt **We** should be consulted.

i) 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 Person** or any costs agreed to be paid to the **Insured** as part of any settlement.

If the **Insurer** pays **Legal Expenses** up to the **Limit of Indemnity** and the **Insured** pays **Legal Expenses** in excess of this amount to end the case, the **Insured** will share with the **Insurer** any **Legal Expenses** that are recovered. The **Insurer** and the **Insured** will each receive the same percentage of the total cost of the case as was paid.

8. 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 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 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).

9. 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: 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.

10. 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.

June 2008