



# firstassist

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**PLEASE READ THIS POLICY (AND THE SCHEDULE  
WHICH FORMS AN INTEGRAL PART OF THE POLICY)  
TO ENSURE THAT IT MEETS YOUR REQUIREMENTS**  
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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 insurance policy is administered by FirstAssist Insurance Services Limited and underwritten by Great Lakes Reinsurance (UK) PLC;
- This policy is evidence of the contract between 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;
- all Third Party Rights granted by the Contracts (Rights of Third Parties) Act 1999 are excluded from this policy;

provided that this policy shall not be in force unless it has been initialled by an authorised official of the **Insurer**

Signed

*Ross D Clerk*

For and on behalf of  
FirstAssist Insurance Services Limited

**FIRSTASSIST INSURANCE SERVICES LIMITED**  
**MASTER POLICY FOR RETIRED OFFICER MEMBERS OF**  
**STRATHCLYDE POLICE FEDERATION**

**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

**AGENT**

Philip Williams & Co Insurance Management

**MEMBER**

Retired Police Officers of the Strathclyde Constabulary provided that any such individuals are members of the Strathclyde Police Federation at the time at which the **Insured Event** occurs or are members of the **Insured's** insurance scheme

**INSURED**

The Elected Trustees of the Strathclyde Police Federation Joint Branch Board Insurance Scheme as particularised in the current deed of trust

**BENEFICIARY**

In respect of Sections 3, 5 and 8 the **Member**

In respect of cover under all other sections of this policy, the **Member** and

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

## **Partner**

normally resident with the **Member**

In respect of claims under **Section 1 – Uninsured Loss Recovery and Injury**, the **Beneficiary** 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 **Member**

## **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 in accordance with the terms of this policy

## **COURT**

A court, tribunal or other competent authority

## **DISHONESTY**

For the purpose of this policy, dishonesty will mean any alleged act committed or attempted by the **Beneficiary** to appropriate property belonging to another without belief that he has the right to acquire or retain such property or to deprive such other person of the property including (but not limited to) acts of theft, housebreaking, robbery, reset, breach of trust and embezzlement, forgery, falsehood, fraud and wilful imposition.

## **FATAL ACCIDENT INQUIRY**

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

## **HOME**

The **Member's** permanent private residence

## **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
- b) in criminal cases at the time at which the **Beneficiary** is alleged to have commenced to violate the criminal law in question;

## LEGAL ADVISORS

Levy & McRae Solicitors, 266 St Vincent Street, Glasgow G2 5RL. 0141 307 2311

## 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 **Beneficiary** 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**

## 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**, or
- 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**, or
- c) 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 **Member's** employment as a Police Officer, or
- d) The re-opening of a case, under Paragraph 56 of The Criminal Injuries Compensation Scheme (2001), providing that the complexity of the case or the severity of the injuries merits the use of a solicitor or
- e) The application for an award through The Criminal Injuries Compensation Scheme (2001) providing that the complexity of the case or the severity of the injuries merits the use of a solicitor.

## 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** including opponents' costs

## PARTNER

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

## **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

## **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

## **TERRITORIAL LIMITS**

In respect of Cover under Sections 3,4,5 and 8:

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

In respect of Cover under Sections 1,2 and 7:

- a) the United Kingdom, the Isle of Man and the Channel Islands and
- b) the continent of Europe and countries bordering and islands in the Mediterranean

In respect of Cover under Section 6:

- a) the United Kingdom, the Isle of Man and the Channel Islands and
- b) the continent of Europe and countries bordering and islands in the Mediterranean
- c) in respect of **Members** who are required to serve as part of the United Nations Missions; Iraq and Jordan

## **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 **Beneficiary** including any caravan or trailer which is attached to the **Vehicle** by normal means for towing

## SECTIONS OF COVER

In consideration of the **Insured** having paid or agreed to pay the premium and with the **Insured's** consent, the **Insurer** agrees to indemnify the **Insured** against **Legal Expenses** incurred in respect of any **Insured Event** occurring within the **Territorial Limits** and during the **Period of Insurance**

### 1. UNINSURED LOSS RECOVERY AND INJURY

**Legal Expenses** incurred in the pursuit of **Legal Proceedings** to recover damages and/or compensation following a motor accident which causes:-

- (a) loss of or damage to the **Vehicle** or any property in or on such **Vehicle** for which the **Beneficiary** is legally responsible.
- (b) death of or bodily injury caused to the **Beneficiary**.

Provided that:

- (i) any authorised driver or passenger wishing to claim under this Section of Cover does so with the agreement of the **Member**;
- (ii) the **Beneficiary** agrees to use **Our** claims handling department where litigation is not necessary to resolve the claim.

### 2. MOTOR CONTRACT

**Legal Expenses** incurred in the pursuit or defence of **Legal Proceedings** by or against the **Beneficiary** in respect of any dispute arising out of a contract for the purchase, hire, hire purchase, insurance, service, repair, testing or sale of a **Vehicle** or its spare parts and accessories.

Provided that:

- (i) the amount in dispute or total instalments due at the time of making the claim exceeds £250;
- (ii) the **Beneficiary** agrees to use **Our** claims handling department where litigation is not necessary to resolve the claim or the matter can be resolved in the Small Claims Court.

Specific exclusion applying to Section 2:

The **Insurer** will not indemnify the **Insured** or **Beneficiary** for a contract of insurance dispute which relates solely to the amount being claimed.

### 3. HOME RIGHTS

**Legal Expenses** incurred in the pursuit or defence of **Legal Proceedings** by the **Beneficiary** in respect of any dispute arising out of:

- (a) damage caused to the **Home** or to any goods owned by or for which the **Beneficiary** is legally responsible
- (b) a contract entered into by the **Beneficiary** to sell, purchase or rent the **Home** as a tenant
- (c) a contract relating to the **Home** for the construction, conversion or extension of buildings or parts of buildings

- (d) any alleged infringement of the **Beneficiary's** legal rights or an infringement by the **Beneficiary's** of the legal rights of another relating to the rightful occupation of the **Home**

Provided that:

the **Beneficiary** agrees to use **Our** claims handling department where litigation is not necessary to resolve the claim or the matter can be resolved in the Small Claims Court.

The **Insurer** will not indemnify the **Insured** or **Beneficiary** for:

- (1) **Legal Proceedings** which relate to the letting, subletting or licence to occupy the **Home** or any part thereof
- (2) **Legal Proceedings** which fall within the jurisdiction of rent, rates or land tribunals or appeals arising therefrom
- (3) a tenancy dispute relating to a flat or dwelling in a block of flats which contains more than four dwellings.

#### 4. INHERITANCE

**Legal Expenses** incurred in the pursuit of **Legal Proceedings** by the **Beneficiary** to dispute a provision for the **Beneficiary** in a deceased's estate

The professional fees, costs and disbursements of a solicitor wholly and exclusively incurred by the **Beneficiary** in obtaining a Grant of Representation to the estate in the UK of a deceased **Beneficiary**.

Specific exclusion applying to Section 4:

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

- (1) any estate attracting assessment to Inheritance Tax or its equivalent
- (2) any probate or other court fees relating to Confirmation or grant of probate.

#### 5. PROSECUTION

- (a) **Legal Expenses** incurred in the defence of **Legal Proceedings** brought against the **Beneficiary** in a criminal court including those for motor offences relating to the use or driving of the **Vehicle**.
- (b) **Legal Expenses** incurred in the defence of **Legal Proceedings** brought against the **Beneficiary** in a civil court under the Race Relations Act 1976 or Sex Discrimination Act 1975 or for compensation under Section 13 of the Data Protection Act 1998.
- (c) **Legal Expenses** incurred in the defence of **Legal Proceedings** brought against the **Beneficiary** in a civil court as a trustee of any fund set up for the benefit of members of the Strathclyde Police Federation.
- (d) **Legal Expenses** incurred in the representation of the **Beneficiary** in any interview conducted under caution and which may result in a claim under any of 5 (a) – (c) above.

Provided that:

- (i) the **Insured** consents to the **Legal Expenses** being incurred
- (ii) the **Beneficiary** shall seek indemnity in the first instance from either Regional Assistance, the Chief Constable or the Police Authority's insurer for any **Insured Event** which occurs during the **Beneficiary's** normal employment.

Specific exclusion applying to Section 5:

The **Insurer** will not indemnify the **Insured** or **Beneficiary** in respect of any prosecution:

- (1) alleging **Dishonesty** on the part of the **Beneficiary** unless the **Beneficiary** is subsequently acquitted of the offence or the case is not proven, or
- (2) involving non-endorseable parking offences

## 6. PERSONAL INJURY

**Legal Expenses** incurred in the pursuit of **Legal Proceedings** to recover damages and/or compensation for the death of or bodily injury caused to a **Beneficiary**.

Provided that:

- (i) the **Beneficiary** shall seek indemnity in the first instance from either the Joint Police Board or the Chief Constable for any **Insured Event** which occurs in the course of the **Beneficiary's** duties as a police officer or normal employment;
- (ii) in respect of a claim for compensation brought under The Criminal Injuries Compensation Scheme (2001) the **Beneficiary** must show that the use of solicitor is necessary to secure an award.

## 7 CONSUMER

**Legal Expenses** incurred in the pursuit or defence of **Legal Proceedings** by or against the **Beneficiary** in respect of any dispute relating to a contract for:

- (a) the sale, purchase, hire purchase, hire, repair or service of any personal goods
- (b) obtaining services

**PROVIDED THAT** the amount in dispute or the total instalments due at the time of making the claim exceeds £250.

Specific exclusion applying to Section 7:

The **Insurer** will not indemnify the **Insured** or **Beneficiary** for

- (1) a contract of insurance dispute which relates solely to the amount being claimed
- (2) any dispute arising from or relating to any work carried out in on or for the benefit of land or building other than the **Home**.

## 8 FATAL ACCIDENT INQUIRIES

**Legal Expenses** incurred in the representation of the **Beneficiary** 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 **Beneficiary** at a **Fatal Accident Inquiry** which relates to:

- a) the **Beneficiary'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 **Member** in the course of his duties.

**PROVIDED THAT:**

- i) the **Fatal Accident Inquiry** relates directly to the **Member's** duties as a police officer.
- ii) the cost of representing the **Beneficiary** is not recoverable from or funded by another source

Specific exclusion applying to Section 8:

The **Insurer** will not indemnify the **Insured** or **Beneficiary** in respect of any claim arising from an on duty decision made by a **Beneficiary** of ACPO or Superintending rank.

## EXCEPTIONS

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

1. an **Insured Event**

- a) where the cause of action was complete or the alleged offence was committed prior to the inception of this certificate; or
- b) reported to **Us** more than six months after its occurrence

Provided that:

this exception will not apply where, during the **Period of Insurance**, the **Insured** or **Beneficiary** requests the re-opening of a case under Paragraph 56 of The Criminal Injuries Compensation Scheme (2001) on the basis of a change in the **Beneficiary's** medical condition or where the **Insured** or **Beneficiary** subsequently seeks a review of the decision not to re-open a case under Paragraphs 56-57 or wishes to appeal against the review decision.

- 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 dispute where the **Insured** or **Beneficiary** pursues or defends a case without our permission or in a different way to that advised by the **Appointed Representative**
- 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** or **Beneficiary** withdraws from a claim without **Our** prior consent. Such consent not to be unreasonably withheld.
- 7. a dispute between any one or more of the **Insured, Member** and/or **Beneficiary**, or between more than one **Member** and/or **Beneficiary**
- 8. any dispute or claim or prosecution arising from:
  - a) the **Beneficiary's** deliberate or intentional wrongdoing; or
  - b) the **Beneficiary's** act or omission with reckless disregard as to its consequences;
- 9. **Legal Expenses** incurred as a result of delays by the **Beneficiary** 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 **Beneficiary** 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 a **Beneficiary'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 by the **Beneficiary**
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 a **Beneficiary**
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. This does not apply to any claim relating to compensation for bodily injury;

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;
  - c) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
25. Any claim involving Third Party Rights granted by the Contracts (Rights of Third Parties) Act 1999

## **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 **Member** or **Beneficiary** shall be conditions precedent to any liability of the **Insurer** to make any payment hereunder

### **2. Cancellation**

The **Insured** may cancel this insurance by giving **Us** written instructions and the **Insured** 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 **Insured's** last known address and will make a refund of premium for any unexpired period of cover

### **3. Alteration of Risk**

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

## 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 **Beneficiary** can satisfy **Us** that

- i) there are reasonable prospects of achieving the remedy or result sought by the **Beneficiary**  
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 **Insured's** consent to legal expenses being incurred, the advice of the **Appointed Representative** as well as that of **Our** own advisers, including, if **We** consider necessary, and, at the **Beneficiary's** expense an opinion of Counsel on the merits of **Legal Proceedings**

If, based on the circumstances surrounding the claim and the evidence available, the **Insured** considers that cover should not be provided and if **We** agree, **We** will decline to indemnify the **Insured** or **Beneficiary** in respect of the claim. Should this happen, **We** will inform the **Beneficiary** of **Our** decision in writing, along with the reasons for it.

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 **Beneficiary** in writing and notify the **Beneficiary** that the **Insurer's** liability to pay any further **Legal Expenses** will cease 14 days after the **Beneficiary** receives the notice

No **Legal Expenses** may be incurred after the **Beneficiary** 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 **Beneficiary** 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 **Beneficiary** 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** or **Beneficiary** 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's** or **Beneficiary's** costs shall not be recoverable under this policy

#### 4. **Fraudulent Claims**

If any **Beneficiary** 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 in respect of that **Beneficiary** shall be lost and the premiums paid in respect of that **Beneficiary** shall be forfeited. Any payments made or costs incurred by the **Insurer** shall be repayable by the **Beneficiary** in such instances.

#### 5. **Notification of Claims**

It is a condition precedent to the **Insurer's** liability that **We** must be notified in writing immediately the **Beneficiary** is aware of any actual or alleged act omission or dispute which has given or may give rise to any **Legal Proceedings** involving the **Beneficiary**

#### 6. **Appeal Procedure**

If the **Insured** or **Beneficiary** 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 **Beneficiary** of **Our** decision

If **We** so require the **Insured** or **Beneficiary** 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 **Beneficiary** 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** 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 **Beneficiary**

In nominating the solicitor person or firm to act as an **Appointed Representative** the **Insured** and **Beneficiary** will be subject to the common law duty to mitigate the amount of **Legal Expenses**. Any dispute arising from this 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 **Beneficiary** must follow the **Appointed Representative's** reasonable

advice The **Beneficiary** 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** or **Beneficiary** 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 **Beneficiary** 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 **Beneficiary's** possession The **Beneficiary** must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested

The **Beneficiary** 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 **Appointed Representative** any information document or advice whether or not privileged relating to a claim under this insurance On request the **Insured** or **Beneficiary** 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 **Beneficiary** would suffer no detriment **We** may elect to pay the **Beneficiary** for the value of goods or services or the claim for damages

**f) Subrogation**

Before or after the **Insurer** pays the **Beneficiary's** claim under the policy the **Beneficiary** must if **We** ask take or allow **Us** to take in the **Beneficiary's** name all steps needed to enforce the **Beneficiary'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 **Beneficiary** must inform **Us** in writing as soon as an offer to settle Legal Proceedings is received or made including a payment into court The **Beneficiary** 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** or **Beneficiary** 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** or **Beneficiary** and the amount of this offer or payment is equal to or greater than the total damages which the **Beneficiary** 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 **Beneficiary** 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 **Beneficiary** receives from the **Appointed Representative** should be forwarded to **Us** without delay

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

If requested the **Beneficiary** must ask the **Appointed Representative** to submit the bill of costs for taxation to the Auditor of Court

The provision of indemnity for any **Legal Expenses** does not imply that all **Legal Expenses** will be paid If the **Beneficiary** is in doubt **We** should be consulted

**i) Recovery of costs and expenses**

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

If the **Insurer** pays **Legal Expenses** up to the Limit of Indemnity and the **Insured** or **Beneficiary** pays Legal Expenses in excess of this amount to end the case, the **Insured** or **Beneficiary** will share with the **Insurer** any Legal Expenses that are

recovered. The **Insurer** and the **Insured** or **Beneficiary** will each receive the same percentage of the total cost of the case as was paid

## **8. Parties to the Contract**

The parties to this contract are the **Insurer** and the **Insured**. No **Beneficiary** or other party shall at any stage acquire any right to take legal action concerning the interpretation of this contract or the handling of claims hereunder.

## **9. 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 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](http://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](http://www.fscs.org.uk))

## **10. 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](mailto: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](mailto:enquiries@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://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

## **11. 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.