

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

Great Lakes Reinsurance (UK) PLC (the Insurer) FirstAssist Insurance Services Limited and the Insured agree that

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



For and on behalf of
FirstAssist Insurance Services Limited

This is a "claims made" policy

This policy covers only claims notified to Us during the period of insurance

**LFC SHIELD LEGAL EXPENSES INSURANCE SCHEME
MASTER POLICY**

DEFINITIONS

INSURER

Great Lakes Reinsurance (UK) PLC

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 via the Insured's insurance adviser or intermediary if appropriate at

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

POLICYHOLDER

R S Hayworth & Co Ltd Trading as Shield Policies and LFC Insurance Group Ltd
Trading as LFC Shield

INSURED

Any client of the Policyholder who has been accepted by Us as eligible to participate in this scheme and at the request of the Insured in respect of cover under Section 1, 2 and 6 a director or partner in or Employee of the Insured

APPOINTED REPRESENTATIVE

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

LEGAL PROCEEDINGS

The pursuit or defence of legal disputes or Taxation Proceedings

ANY ONE CLAIM

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

INJURY

Bodily injury to or death, disease or illness of any person

EMPLOYEE

Any person under a contract of service or apprenticeship with the Insured or undergoing training under any Government approved training scheme under the Insured's control in connection with the business

TERRITORIAL LIMITS

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

ADDITIONAL AWARDS

Awards made under Section 117(3)(b) of the Employment Rights Act 1996 (as amended) or under Article 148 and 151 of the Employment Rights (Northern Ireland) Order 1996 (as amended)

PROTECTIVE AWARDS

Awards payable under Section 189 of the Trade Union and Labour Relations (Consolidation) Act 1992 or Article 217 of the Employment Rights (Northern Ireland) Order 1996

INTERIM RELIEF

Awards as defined in Section 128 and quantified in Sections 130 and 132 of the Employment Rights Act 1996 or defined in Section 161 and quantified in Sections 164 and 166 of the Trade Unions and Labour Relations (Consolidation) Act 1992 and contained in Articles 163 to 167 of the Employment Rights (Northern Ireland) Order 1996

COURT

A court tribunal or other competent authority

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

LEGAL EXPENSES

Fees and Costs Witness Attendance Allowance and in respect of

Section 1 - Employment Protection - **Basic and Compensatory Awards**

1 Fees

Any fees and disbursements reasonably and properly incurred by the Appointed Representative or by Us in connection with any Legal Proceedings

2 Costs

Any costs payable by the Insured following

- a) an award of costs by any Court

or

- b) an out-of-Court settlement made in connection with any Legal Proceedings The Insured must have obtained Our written agreement to any such settlement in accordance with Claims Settlement Condition 6 (g)

3 Witness Attendance Allowance

The actual loss of earnings incurred when the Insured is absent from work attending Court as

- a) a witness for the Insured at the request of the Appointed Representative

or

- b) a defendant

provided that a claim has been admitted under Sections 1 - 7 of this policy

4 Basic and Compensatory Awards

- a) A Basic or Compensatory award of compensation which the Insured must pay as a result of judgment in a dispute under employment legislation

or
- b) an out-of-Court settlement of a claim under 4a) above to which We have given Our prior written consent

LIMITS OF INDEMNITY

The maximum liability of the Insurer under this policy during any one period of insurance in respect of each of Any One Claim shall be limited to the amount specified in the schedule

TAXATION PROCEEDINGS

- 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 either having demanded that the Insured's business books or records be made available for examination first expresses dissatisfaction with those books or records or instigates any enforcement proceedings relating to Value Added Tax as the case may be

COVER

The Insurer will indemnify the Insured in respect of Legal Expenses which arise from the conduct of the Insured's business as disclosed to the Policyholder 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 Disputes

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 their statutory rights under employment legislation

provided that

- i) the Insured has consulted with and adheres to the recommendations of Our Legal Services Centre before materially changing or attempting to change the particulars of an Employee's contract of employment or dismissing an Employee (whether or not by reason of redundancy)
- ii) the Insured agrees to appoint Our Employment Tribunal Service to appear before a Court as the Insured's Appointed Representative, unless otherwise agreed in writing by Us

Exclusions specific to Section 1

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

- i) any benefit due under a contract of employment
- ii) any payment made in respect of redundancy
- iii) an Additional Award
- iv) a Protective Award
- v) any compensatory award specified in a reinstatement or re-engagement order
- vi) any Interim Relief or other interim payment
- vii) any award made because of the Insured's failure to provide written reasons for dismissal
- viii) any awards to the extent that they relate to contractual rights accruing to the Employee ex-Employee or prospective Employee prior to the actual or alleged breach of the actual or alleged contract of employment

Section 2 – Prosecution Defence

the defence of any claim or Legal Proceedings arising from any act or omission or alleged act or omission by the Insured which leads to

- i) the service of an Improvement Notice or Prohibition Notice under the Health and Safety at Work etc Act 1974 or the Health and Safety (Northern Ireland) Order 1978 against which the Insured wishes to appeal
- ii) the Insured's prosecution in a Court of criminal jurisdiction
- iii) civil proceedings arising from the Race Relations Act 1976 or the Sex Discrimination Act 1975

Exclusions specific to Section 2

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 water-craft

Section 3 – Property Legal Disputes

the pursuit or defence of disputes relating to any negligent act, omission or nuisance caused by a third party relating to property owned by the Insured or for which the Insured is legally responsible other than motor vehicles, aircraft or water-craft

provided that the Insured has suffered or could suffer a pecuniary loss if a claim or Legal Proceedings are not pursued or defended

Exclusions specific to Section 3

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

- i) disputes which relate to mining subsidence heave or landslip
- ii) disputes concerning
 - a) goods in transit
 - b) goods lent or hired to third parties
 - c) goods at premises other than those occupied by the Insured unless they are at such premises for the purpose of installation or use in work to be carried out by the Insured
- iii) disputes where a contract between the Insured and the third party exists at the time of the cause of action

Section 4 – Taxation Proceedings

representing the Insured at Taxation Proceedings

Exclusions specific to Section 4

The Insurer will not pay Legal Expenses relating to

- i) representation of the Insured during Taxation Proceedings to the extent that such arise from the Insured's 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
- ii) any official in-depth investigation where the accounts submitted are being investigated solely because earlier accounts have been investigated or are already under investigation

Section 5 – Statutory Licence Protection

an appeal to the relevant statutory body Court or tribunal in the event of the suspension revocation or alternation of the terms of or refusal to renew the Insured's licenses

Section 6 – Death and Bodily Injury

the pursuit of a civil claim by the Insured arising from the death Injury or disease of the Insured

Section 7 – Contract

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

provided that

- i) the amount in dispute exceeds the minimum amount in dispute specified in the schedule
- ii) the Insured entered into the contract or alleged contract during the period on insurance

Exclusions specific to Section 7

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

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

GENERAL EXCLUSIONS

The Insurer shall not be liable for Legal Expenses in respect of

1. the defence of any civil claim or Legal Proceedings made or brought against the Insured arising from or relating to
 - i) Injury
 - ii) loss or destruction of or damage to any property including loss of use thereof
 - iii) the breach or alleged breach of any professional duty
 - iv) the breach or alleged breach of any duty owed in the capacity of director or officer of the Insured other than in respect of Taxation Proceedings
2. Legal Expenses incurred in relation to non-contentious matters
3. any claim or Legal Proceedings made commenced brought or transferred outside the Territorial Limits or Legal Expenses incurred 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. the defence of any criminal proceedings unless charges are dismissed or the Insured is acquitted
6. any act omission or dispute alleged or actual occurring prior to or existing at inception of this insurance and which the Insured knew or ought reasonably to have known was likely to give rise to a claim or Legal Proceedings made by or brought against the Insured

7. any claim or Legal Proceedings arising from any act committed deliberately recklessly or with wilful intent by the Insured
8. any dispute between the Insured and its subsidiary parent 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
9. damages fines or penalties of any nature
10. the defence of any claim or Legal Proceedings arising from any actual or alleged dishonesty fraud or malicious conduct of the Insured If and to the extent that such claim or Legal Proceedings are successfully defended Insurers agree to indemnify the Insured for Legal Expenses incurred
11. the pursuit or defence of any action alleging defamation
12. any dispute relating to patents copyrights design rights moral rights trade or service marks registered designs passing off or trade secrets and confidential information in so far as they relate to technical know how or any dispute in respect of the terms and conditions of a licence agreement for the exploitation of any form of intellectual property
13. a dispute with a government or local authority department concerning the imposition of Statutory Charges except where an appeal is allowed within the regulations laid down at law
14. the defence of any Legal Proceedings arising from or relating to seepage pollution or contamination of any kind
15. any expense consequential loss legal liability or any loss or damage to property directly or indirectly caused by or contributed to or arising from
 - i) ionising radiation 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
16. 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

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 personal and 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 12 months of the end of the relevant period of account

3. Cancellation

The Insurance provided under this Master Policy may be cancelled at any time at the request of the Policyholder in writing to Us and the premiums in respect of the Master Policy shall be adjusted on the basis of the Insurer receiving or retaining the customary short-term premium

The Master Policy may also be cancelled by the Insurer giving fourteen days notice in writing to the Policyholder and the premium shall be adjusted on the basis of the Insurer receiving or retaining the customary short-term premium Notice of Cancellation of the Master Policy shall be deemed to have been given to all Insureds once given to the Policyholder

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 the customary short-term premium

The cover provided to any Insured may also be cancelled by the Insurer giving fourteen days notice in writing to the Insured at it's last known address and the premium hereunder shall be adjusted on the basis of the Insurer receiving or retaining pro rata premium, provided always that no return of premium shall be allowed if the Insured has given notification of a claim to Us during the period of insurance

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. 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 with Form ET3 (Notice of Appearance By Respondent) which should be left blank

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

2. Consent Precedent to Insurer Liability

Our consent to pay Legal Expenses must be obtained in writing. Legal Expenses incurred before such consent is given will not be covered. Consent will be given if the Insured can satisfy Us that

- i) there are reasonable prospects of successfully pursuing or defending the Legal Proceedings

and

- ii) it is reasonable in all the 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 advisers. We may require at the Insured's expense an opinion of Counsel on the merits of Legal Proceedings. If the claim is subsequently admitted the Insured's costs in obtaining such an opinion will be covered under this insurance.

If the Insured decides to commence or continue a claim or Legal Proceedings for which We have denied consent on grounds of 2i) above and is successful the Insurer will pay Legal Expenses as if We had given Our consent in the first instance.

3. 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.

4. 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.

This procedure is designed to expedite the pursuit or defence of a particular claim and does not prejudice any right of the Insured to have recourse to any other complaints procedure to which Insurers subscribe or to the courts.

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. Conduct of Legal Proceedings

a) Freedom to Choose Appointed Representative

The Insured is free to choose an Appointed Representative to act in any Legal Proceedings to which We have consented although We will at the Insured's

request assist the Insured in choosing one. The name and address of the nominee must be sent to Us on appointment. We may refuse to accept such a nomination. The Insured may then nominate an alternative Appointed Representative subject to Our continued right of refusal. Any dispute arising from the nomination procedure may be referred to Arbitration in accordance with Claims Settlement Condition 4.

In selecting the Appointed Representative the Insured shall have regard to the common law duty to minimise the cost of Legal Proceedings. In all cases the Appointed Representative shall be appointed in the name of and on behalf of the Insured.

The Insured will nominate Our Employment Tribunal Service as the Appointed Representative in all actions in respect of the defence of any claim or Legal Proceedings arising from or relating to disputes with Employees.

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.

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. Any consent given may be withdrawn at any time.

d) Appointed Representative's bills to be submitted

All bills or other communications relating to any claim or Legal Proceedings which the Insured receives from the Appointed Representative should be forwarded to Us without delay. 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.

e) Instruction of Counsel

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.

f) Where a Claim for Legal Expenses is unlikely to exceed the small claims track limit

Where a Claim for Legal Expenses is unlikely to exceed the small claims track limit We may carry out Our own investigation and may attempt to negotiate a settlement. Such settlement will be subject to agreement which the Insured will not unreasonably withhold.

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 must not offer to enter or enter into any agreement to settle without Our prior written consent.

h) Payment of Legal Expenses

Although the Insured is responsible for payment of all Legal Expenses We will settle these direct if requested provided that bills are certified to the effect that such charges have been properly incurred and that We are authorised to settle on the Insured's behalf.

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 or any costs agreed to be paid to the Insured as part of any settlement.

7. Appeal Procedure

If the Insured wishes to appeal against the judgement 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.

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 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).

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.

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.