

1. What is this document?

This is a summary of the policy cover for the **selections** legal expenses insurance policy. It does not include the full terms and conditions of the contract which can be found in the policy document, a copy of which is available on request.

2. Who is providing this insurance policy?

This insurance policy is administered by FirstAssist Insurance Services Limited and is underwritten by Great Lakes Reinsurance (UK) PLC. . FirstAssist Legal Protection is a trading style of FirstAssist Insurance Services Limited.

3. What type of insurance policy is this?

This is a legal expenses policy that, subject to the terms, conditions and exclusions contained in the Policy Document, will meet your legal costs in pursuing or defending a legal action.

4. What are the significant features and benefits of this policy?

The cover available under **selections** legal expenses insurance depends on which sections of cover you have selected. We will indemnify the policyholder in respect of legal expenses that they incur, subject to the terms, conditions and exclusions of the policy, under the following sections of cover.

Section of Cover	Features
Employment – Protection	The cost of defending disputes with staff over contracts of employment or alleged breaches of employment legislation, at a tribunal or court (including any compensatory awards made against the policyholder). Cover is also provided for actions to recover property occupied by an employee or ex-employee.
Employment – Protection & Consultancy Services	Cover as for Employment Protection but extended to include the pursuit of the policyholder's rights against former employees; a complete review of the Insured's employment practices carried out by our specialist consultants and a quarterly magazine with updates on employment matters
Prosecution	The cost of defending criminal actions including matters arising from the Health & Safety at Work etc Act 1974, the policyholder's prosecution in a court of criminal jurisdiction and defending a civil action taken against the policyholder for wrongful arrest in respect of an accusation of theft.
Contract	Pays legal fees and expenses when pursuing or defending any dispute with a customer or supplier concerning the sale, purchase, hire or supply of goods or services as long as the amount in dispute is over £250
Debt Recovery	Pays the legal costs and expenses in recovering up to a specified number of undisputed debts per year.
Property occupied by the Insured	The cost of pursuing and defending disputes which may cause financial loss to your business. This can involve disputes over the access to your business property and other nuisance/leasehold disputes.
Property occupied by the Insured (Construction Disputes)	Provides legal expenses in pursuing or defending actions involving the extension, construction, alteration, repair, refurbishment or renovation of any property you occupy.
Property not occupied by the Insured	Pursuit and defence cover relating to freehold or leasehold property owned and leased by the policyholder. The cover includes disputes relating to the letting or tenancy of property.
Taxation	Provides accountancy and legal costs and expenses involved in representing your business in any in-depth investigation by the Inland Revenue, Contributions Agency or HM Customs & Excise.
Data Protection	Provides legal costs and expenses of pursuing or defending actions under the Data Protection Acts 1984 and 1998. Includes appeals to the Data Protection Commissioner following a refusal of an application to alter registered particulars or against any enforcement, de-registration or transfer prohibition notice.
Statutory Licence	Covers legal costs and expenses in making representations to the registration authority as well as appeals to any court or tribunal to protect the licence should the policyholder suffer financial loss without an appeal being made. The cover also includes appeals against suspension, revocation or refusal to renew an insured's registration.
Motor Vehicle	Cover which is not included in conventional motor insurance such as recovering uninsured losses following a non-fault accident, pursuing contract disputes with garages and defending prosecutions for motoring offences.
Bodily Injury	Provides the legal costs for pursuing an employee's rights to recover damages from a negligent person following death or bodily injury.
Counselling	Provides confidential telephone advice to assist employees with problems such as bereavement, stress and family matters

For each individual section of cover you select you are able to choose the limit of indemnity that you require - £75,000 or £125,000 any one claim with an aggregate limit of £1,000,000 for all claims in one year. This does not apply to Debt Recovery cover where you are given a limit of recovery actions for any one year, and Property occupied by the Insured (Construction Disputes) cover which has a standard limit of indemnity of £50,000 any one claim.

For any hearings that are brought or would be brought before an Employment Tribunal, and any preparatory work relating to them, you must use our approved consultant as the person who will represent you at the Tribunal.

For all other hearings or proceedings you may choose your own representative provided that the fees are reasonable. If you require we can assist you in the choice of your representative as we have access to experts in the fields of employment, taxation and health & safety who will ensure that you receive the best representation in any insured dispute which you may encounter.

You are also able to select the territorial limits that apply to each of the sections of cover with the option of having either UK Only or being able to cover disputes that occur within the countries of the European Union. This does not apply to Bodily Injury cover which has a standard territorial limit of the UK Only.

We also provide telephone advice from a team of legal, taxation and employment professionals, 24-hours a day as well as access via the web to our FirstAssist BusinessCare manual which provides information and advice on the many problems (legal and otherwise) that a business can face.

5. Providing an initial assessment of your case.

Where it is required for you to use our employment consultant we will cover the cost of providing an initial assessment of your case irrespective of the prospects of success. In all other circumstances where you have chosen your own representative any costs in providing an initial assessment will only be covered in the event that it is more probable that you will successfully pursue or defend legal proceedings and the claim is covered under all other terms and conditions of the policy.

6. What are the significant and unusual exclusions and limitations?

All insurance policies contain exclusions and limitations. Exclusions are the events that we do not intend to cover under the policy. A limitation is usually a financial limit to an event that we are happy to cover but only to a certain pre-defined limit. For all of the exclusions you will need to refer to the **General Exclusions** section in the policy document as well as the specific cover exclusions under each of the individual sections

Summary of Policy Exclusions

We will not pay for;

- Cases without reasonable prospect of success.
- Legal expenses arising from the policyholder's intentional wrongdoing.
- Disputes you were aware of or should have been aware of when you applied for **selections**.
- Any costs incurred without our written consent.
- Matters which are covered under other insurances e.g. professional indemnity.
- Defamation actions.
- Disputes over breaches of patent, trademark, design, copyright and trade secrets.
- Damages fines and penalties.

Individual Sections Exclusions

<ul style="list-style-type: none"> • Employment – Protection • Employment – Protection & Consultancy Services 	<ul style="list-style-type: none"> • Cases where you have not consulted with our employment specialists before you dismissed an employee or made changes to their terms & conditions of employment. • Cases where in the event of an action in an employment tribunal you decline to be represented by our nominated employment specialists.
<ul style="list-style-type: none"> • Prosecution 	<ul style="list-style-type: none"> • Prosecutions involving the use of any motor vehicle • Any legal proceedings involving an alleged, deliberate or intentional act
<ul style="list-style-type: none"> • Contract 	<ul style="list-style-type: none"> • 10% of the legal fees and expenses incurred which is the responsibility of the policyholder • Debt recovery actions, claims involving the use of any motor vehicle, property disputes and building disputes.
<ul style="list-style-type: none"> • Debt Recovery 	<ul style="list-style-type: none"> • Contentious debts – these are considered a breach of contract and may be covered under the Contract section. • Actions where you have declined to appoint a member of our panel of debt recovery firms to represent you.
<ul style="list-style-type: none"> • Property occupied by the Insured • Property (Constructions Disputes) • Property not occupied by the Insured 	<ul style="list-style-type: none"> • Claims where you decline our advice to refer the dispute to mediation. • Rent review proceedings, subsidence claims or disputes where your business is not exposed to financial loss.
<ul style="list-style-type: none"> • Taxation 	<ul style="list-style-type: none"> • Routine inspection/aspect enquiries. • Claims where there has been an involvement by the Special Compliance Officer. • Any claims involving any 'Tax avoidance schemes'
<ul style="list-style-type: none"> • Data Protection 	<ul style="list-style-type: none"> • Claims where the policyholder is not registered with the Data Protection Commissioner
<ul style="list-style-type: none"> • Statutory Licence 	<ul style="list-style-type: none"> • Claims involving a licence for which your business has made an appeal in the 12 months before the cover commences.
<ul style="list-style-type: none"> • Motor Vehicle 	<ul style="list-style-type: none"> • Any uninsured loss recovery claims where your business has not complied with all its legal obligations. • Any claim involving a vehicle used for rallies, racing or trials.
<ul style="list-style-type: none"> • Bodily Injury 	<ul style="list-style-type: none"> • Any claim for bodily injury that is not caused by a specific accident.

7. What is the duration of the policy?

This insurance policy runs for 12 months from the date of commencement. Prior to the expiry of the policy you will be notified whether we are prepared to offer renewal terms.

8. What are the cancellation rights?

If having examined your policy you decide not to proceed, you will have 14 days to cancel it starting on the day you receive the policy documentation.

You will also have 14 days to cancel the policy after every renewal date.

To cancel the policy you should ring us on 020 8652 1313 or write to us at First Assist Insurance Services Limited, Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU or alternatively contact your usual insurance advisor.

On receipt of your notice, we will refund any premiums already paid, except when you have already made a claim on the policy.

9. How do I notify you of a claim I wish to make?

If you want to notify us of a claim, please contact us;

...in writing Write to FirstAssist Insurance Services Limited, Claims Department, Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU.
...by phone Telephone 020 8652 1313

10. How do I make a complaint about this insurance policy?

This insurance policy is administered by FirstAssist Insurance Services Limited and is underwritten by Great Lakes Reinsurance (UK) PLC.

If you wish to notify a complaint, please contact us;

By writing or telephoning;
 FirstAssist Insurance Services Limited

Customer Relations Department
Marshall's Court
Marshall's Road
Sutton
Surrey SM1 4DU
020 8652 1313

Complaints that cannot be resolved by FirstAssist may be referred to the Financial Ombudsman Service.

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

11. Is Great Lakes Reinsurance (UK) PLC covered by the Financial Services Compensation Scheme?

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).

Other Important Information

This insurance policy is administered by FirstAssist Insurance Services Limited and is 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.