



## **pursuit**

### *Policy Wording*

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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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This insurance policy is administered by FirstAssist Insurance Services Limited and is underwritten by Great Lakes Reinsurance (UK) PLC (the Insurer). This policy is evidence of the contract between you (the Insured) and the Insurer.

The Policy, the Schedule and any Endorsement are to be read as one document. Any word or expression used with a specific meaning in any one of them has the same meaning wherever it appears.

The Conditions which appear in this Policy or any Endorsement are part of the contract and must be complied with. They are, where their nature permits, conditions precedent to liability; failure to comply with them may mean you will not be able to claim under this Policy.

The Insurer will provide the insurance described in this Policy in consideration of the Insured's promise to pay the Premium.

*Ross D Clerk*

For and on behalf of  
FirstAssist Insurance Services Limited

# **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 correspondence must be addressed:

After-the-Event Insurance Department  
FirstAssist Legal Protection  
Marshall's Court  
Marshall's Road  
Sutton  
Surrey SM1 4DU  
Tel: 020 8652 1437

## **INSURED**

The individual, business or other organisation named as the Insured on the Schedule.

Where the Insured is an individual the Insurer will in the event of the death of the Insured indemnify the Insured's personal legal representatives in like manner provided that the Insured's personal legal representatives observe the terms of the Policy as if they were the Insured.

## **SOLICITOR**

The Solicitor representing the Insured under the Conditional Fee Agreement and named on the Schedule.

## **LIMIT OF INDEMNITY**

The Insurer's liability in respect of Expenses shall not exceed the amount stated in the Schedule.

## **LONG STOP**

The Long Stop is £2 million and is applicable to the aggregate of Adverse Costs and Expenses.

## **TERRITORIAL LIMITS**

England & Wales.

## **COURT**

A court, tribunal or other competent authority.

## **OPPONENT**

The party or parties from whom the Insured is claiming money or damages or other relief in the Legal Proceedings.

## **ADVERSE COSTS**

The fully mitigated costs of the Opponent in the Legal Proceedings to the extent that the Insured is legally liable to discharge them.

## **EXPENSES**

Expenses and other disbursements paid by the Solicitor to other parties which are reasonably and properly incurred by the Solicitor:

- a) in connection with the Legal Proceedings;
- b) in appealing or resisting an appeal against the judgment of a Court in connection with the Legal Proceedings provided Our prior written consent has been obtained to the appeal.

The Insurer shall not be liable for Counsel's fees where Counsel is retained to act in the Legal Proceedings under a conditional fee agreement.

## **OPPONENT'S COSTS**

The figures used for the calculation of the Premium in respect of Opponent's Costs shall be the total costs the Opponent may have sought to recover under an order for costs or other entitlement to costs had the Opponent been successful, as certified by the Opponent's Solicitor if appropriate.

In the event that the Opponent enters into conditional fee agreements and could seek to recover a success fee on solicitor's profit costs or counsel's fees or the Opponent obtains legal expenses insurance in respect of which the Opponent could seek to recover an insurance premium, these additional liabilities will be included in the Opponent's Costs.

If and to the extent the Opponent would be liable to pay Value Added Tax on these monies and is unable to recover Value Added Tax as input tax, the Opponent's Costs shall similarly include Value Added Tax.

In the event that the Opponent refuses to provide Us with the value of the Opponent's costs, then for the purposes of the calculation of the Premium, We reserve the right to make an approximation as to the quantum of the Opponent's costs using the best information available.

## **LEGAL PROCEEDINGS**

The legal action described in the Proposal and brought by the Insured to pursue money or damages in compensation or any other relief and which is the subject of the Conditional Fee Agreement.

## **PERIOD OF INSURANCE**

Cover commences at the later of the inception date shown on the Schedule and the date of signing of the Conditional Fee Agreement.

Cover ceases when:

- a) the Legal Proceedings are concluded by a judgment of the Court of first instance or following an appeal to which We have given Our prior written consent; or
- b) the Legal Proceedings are settled or discontinued with Our prior written consent; or
- c) the Conditional Fee Agreement is terminated; or
- d) the Legal Proceedings are transferred outside the Territorial Limits; or
- e) as a result of material developments it becomes reasonably foreseeable that the aggregate of Adverse Costs and Expenses could exceed the Long Stop at any time during the Legal Proceedings unless We have given Our written permission to continue cover.

whichever is the earliest.

## **PREMIUM**

The Premium is calculated by:

- a) determining the level of indemnity required to afford the Insured protection in the event of an Unsuccessful outcome at the conclusion of the Legal Proceedings. This shall be the sum of Expenses and Opponent's Costs;
- b) multiplying the level of indemnity referred to in (a) by the premium rate as stated in the Schedule;
- c) adding Insurance Premium Tax which is payable on the Premium at the rate prescribed at the date when the Premium is payable.

The figures used for the calculation of the Premium in respect of Expenses shall be the total Expenses that would have been indemnified by the policy.

The Premium becomes payable when the outcome of the Legal Proceedings is a Success.

Where the Insured receives an offer to settle or a payment into Court which equals or exceeds the definition of Success the Insured may at that time immediately pay the Premium based on the Opponent's Costs and Expenses at that date. The Insured may elect by written notice to Us to continue with the action and defer payment of the Premium to the conclusion of the Legal Proceedings. The Premium will then be based on the Opponent's Costs and Expenses at the conclusion of the Legal Proceedings. If, having made this election, the Insured ultimately fails to achieve a Successful outcome to the Legal Proceedings the Premium payable at the date when the Insured made the election shall remain payable.

In the event that the Insured recovers interest on the costs of the action the Insured agrees to pay the proportion of this attributable to the Premium to the Insurer.

## **REJECTED OFFER TO SETTLE**

An offer to settle the Legal Proceedings received from the Opponent which equals or exceeds the definition of Success, as shown on the Schedule, which We have given Our written approval to reject.

## **SUCCESS/SUCCESSFUL**

The outcome of the Legal Proceedings will fall into one of the three categories described below.

### Successful

Legal Proceedings will be deemed Successful if the Insured is offered or obtains at any time a net entitlement to money and/ or damages and/or costs which, taking into account any counter- or cross-claim in the Legal Proceedings, equals or exceeds the definition of Success as shown in the Schedule.

### Partially Successful

If following a Rejected Offer to Settle, the Insured subsequently obtains at trial or by settlement or by further offer or by subsequent acceptance of the Rejected Offer, a net entitlement to money or damages or other relief sought and a costs order or other entitlement to costs, not being an interim costs order, in the Insured's favour in respect of part of the Legal Proceedings, the part of the Legal Proceedings to which the costs order or other entitlement to costs relates will be deemed Successful.

If the Opponent has been awarded a costs order or other entitlement to costs, not being an interim order, in respect of another part of the Legal Proceedings, as a result of the same Rejected Offer, the part of the Legal Proceedings to which that costs order or other entitlement to costs relates will be deemed Unsuccessful.

## Unsuccessful

Legal Proceedings will be deemed Unsuccessful if:

- a) the Insured achieves a Successful outcome (as above) at trial and is required by Us to defend an appeal which results in a net entitlement to money, damages and costs which is lower than the definition of Success shown on the Schedule; or
- b) following a Rejected Offer to Settle, the Insured subsequently fails to obtain at trial or by settlement or by further offer or by subsequent acceptance of the Rejected Offer a net entitlement to money or damages or other relief sought which equals the value of the Rejected Offer to Settle and does not obtain an order for costs, other than an interim costs order in its favour.

## **CONDITIONAL FEE AGREEMENT**

The Conditional Fee Agreement relating to the Legal Proceedings and entered into by the Insured and the Solicitor pursuant to Section 58 of the Courts and Legal Services Act 1990 and/or any subsequent legislation amending or revising the provisions of this Act.

## **COVER**

Where and to the extent that the Legal Proceedings or a part of the Legal Proceedings is Unsuccessful the Insurer will indemnify the Insured in respect of the following, insofar that they relate to the Unsuccessful Legal Proceedings:

- a) Adverse Costs

provided that:

1. the Court makes an award of Adverse Costs against the Insured; or
2. the Legal Proceedings are settled or discontinued with the prior written agreement of the Insured, the Solicitor and Us
3. the Insurer shall not be liable to pay any Adverse Costs until the Legal Proceedings are finally concluded.

- b) Expenses

provided that

1. the Insurer shall only be liable for Expenses to the extent that the Insured is not entitled to seek to recover them from the Opponent or any other party
2. the Insurer shall not be liable to pay any Expenses until the Legal Proceedings are finally concluded.

This indemnity is subject to the Limit of Indemnity and the Long Stop.

## **GENERAL EXCLUSIONS**

This insurance does not cover:

1. Any payment by the Insurer under this Policy which is due as a result of a discontinuance or settlement to which We have not given Our prior written consent.

2. Damages or compensation of any kind.
3. Enforcement proceedings.
4. Wasted costs or any increased legal or other costs arising from any unreasonable delay or negligence or wilful act or omission by the Insured or Solicitor which in Our opinion is prejudicial to the conduct of the Legal Proceedings.
5. Legal Proceedings made, commenced, brought or transferred outside the Territorial Limits or which are not governed by the law of England and Wales.
6. Any payment by the Insurer arising from Legal Proceedings in respect of which the Insured is or but for the existence of this insurance would be entitled to indemnity under any other insurance policy.
7. Any Expenses or Opponent's costs arising during a period when, for the purposes of the Legal Proceedings, a CLS Public Funding Certificate was in force.
8. Any amount which the Opponent is obliged to pay but fails to pay to the Insured or Solicitor for any reason.
9. Expenses incurred outside the Period of Insurance.
10. Any costs incurred by the Insured or Solicitor in providing Us with any information or documentation under this insurance.
11. Any payment by the Insurer under the Policy where there has been misrepresentation or material non-disclosure by the Insured or Solicitor or if the policy has been obtained by any fraudulent or dishonest means.
12. Any payment by the Insurer under the Policy if the Legal Proceedings are stayed, discontinued, abandoned or withdrawn by virtue of the bankruptcy, receivership, administration, liquidation, entering into a voluntary arrangement or other act or threatened act of insolvency of the Opponent.
13. Any costs incurred as a result of an unreasonable failure on the part of the Insured or the Insured's Solicitor to attend a hearing or other appointment.
14. Any costs incurred or increased as a result of a failure on the part of the Insured or the Insured's Solicitor to mitigate a liability in respect of the Opponent's Costs or Expenses.
15. Any costs or Expenses incurred as a result of the Insured failing to provide instructions or by otherwise failing to cooperate with the Solicitor or Us.
16. Expenses that, in Our opinion, have been incurred unreasonably or unnecessarily.
17. Adverse Costs or Expenses relating to the assessment proceedings or any other disputes regarding costs.
18. Adverse costs or Expenses that are the subject of or relate to an order for costs in the Opponent's favour which pre-dates the inception of this Policy.
19. Adverse Costs or Expenses associated with an application for an order for security for costs or Adverse Costs or Expenses arising as a result of an order for security for costs including the Adverse Costs or Expenses arising from an action discontinued or struck out as the result of an order for security for costs being made.

## CONDITIONS

### 1. Premium

The Premium is payable by the Insured even if the Opponent delays or defaults in settling any judgment or agreed settlement.

If Legal Proceedings are Successful and the Solicitor or the Insured receives payment of monies due to the Insured, the Insurer will be deemed to hold a lien over these monies up to the value of the Premium. The Insured agrees, and will give appropriate instructions to the Solicitor to ensure, that the Solicitor will not pay any monies subject to lien to the Insured until the Premium due under this insurance has been paid to Us, unless Our prior written consent has been obtained.

### 2. Insolvency of Insured

If the Insured is bankrupt, insolvent or becomes bankrupt or insolvent during the Period of Insurance the Insurer shall have the right to withdraw its support of the Legal Proceedings. The Insured shall be deemed insolvent upon the appointment in relation to that Insured of an office-holder within the meaning given by Sections 233(1) or 372(1) of the Insolvency Act 1986.

### 3. Termination

The Policy will terminate if the Insured or Solicitor terminates the Conditional Fee Agreement.

We may cancel the Policy by giving fourteen days' notice in writing to the Insured and Solicitor if:

- a) the Insured fails to comply with the terms of the Conditional Fee Agreement;
- b) the Insured does not follow the Solicitor's recommendations with regard to the progression or settlement of the Legal Proceedings;
- c) the Insured does not follow Our recommendations with regard to the settlement of the Legal Proceedings;
- d) the Insured rejects the Solicitor's advice to discontinue the Legal Proceedings;
- e) The Insured fails to comply with the terms of this policy or fails to give proper instructions so that the Solicitor complies with the terms of this policy.

In the event that the Policy is terminated or cancelled, the Insurer shall be under no obligation to make any payment.

### 4. Minimising Claims or Legal Proceedings

The Insured must take all reasonable measures to comply with the overriding objectives of the Civil Procedure Rules and to minimise the cost of Legal Proceedings.

### 5. Mediation and Arbitration

In the event of a dispute between the Insured and either the Insurer or Us the parties to the dispute shall consider and seek to agree to use the most appropriate means to resolve the dispute. This shall include consideration of the use of mediation or other forms of alternative dispute resolution.

Any dispute between the Insured and either the Insurer or Us 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 Law Society or by the Chairman of the Bar Council.

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 or Us the Insured's costs shall not be recoverable under this insurance. This procedure does not prejudice any right of the Insured to have recourse to any other complaints procedure to which We or the Insurer subscribe or to the Courts.

6. Fraudulent Claims

If the Insured makes any request for payment under the 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 the dispute or between the Insured and Solicitor the Policy shall be voidable at the Insurer's option.

7. Due Observance

The due observance of and compliance with the terms provisions and conditions of the Policy insofar as they relate to anything to be done or complied with by the Insured or Solicitor shall be conditions precedent to any liability of the Insurer to make any payment hereunder. In addition the Insured and Solicitor is required to cooperate with Us and give Us the information We require at any stage in the case. In the event that the Policy is terminated the parties to this Policy shall continue to observe the conditions to the extent that they remain relevant.

8. Observation of the Opponent's funding arrangements.

The Insured must give such instructions to the Solicitor to ensure that the Solicitor:

- a) undertakes reasonable investigations in respect of the Opponent's funding arrangements and advises Us when the Opponent has entered into a conditional fee agreement with its solicitor or counsel or procured a legal expenses insurance policy.
- b) advises Us forthwith if the Opponent enters into a conditional fee agreement or procures a legal expenses insurance policy at any time during the Legal Proceedings.

A change in the Opponent's funding arrangements may demonstrate a material change to the prospects of success in the Legal Proceedings.

9. Provision of information

The Insured must give such instructions to the Solicitor so as to ensure that the Solicitor:

- a) provides to Us regular progress reports on the Legal Proceedings and associated costs and when specifically requested by Us;
- b) advises Us in writing as soon as an offer to settle the Legal Proceedings or a payment into Court is made by the Opponent. The Solicitor and the Insured must not enter into any agreement to settle without Our prior written consent;
- c) advises Us in writing as soon as either the Solicitor or Insured wishes to discontinue the Legal Proceedings;
- d) provides Us promptly with a copy of the judgment of the Court in the Legal Proceedings;
- e) advises Us immediately in writing if the Conditional Fee Agreement for which the Policy has been issued has been terminated or varied;
- f) provides Us promptly with any requested information or documentation;
- g) provides Us immediately with a copy of any counsel's opinion or note of conference;

- h) allows Us to inspect the files of the Solicitor at any time, including after the conclusion of the Legal Proceedings;
- i) does not release any monies received on behalf of the Insured until either We have been paid the Premium or We have agreed to the monies being so released;
- j) immediately notifies Us of any challenge made to the Premium (whether made in detailed assessment proceedings or otherwise) and provide full details about the challenge made as We shall request;
- k) immediately notifies Us if, as the result of a material development, it becomes reasonably foreseeable that the Long Stop may be exceeded at any point during the Legal Proceedings.

The Insured or Solicitor must advise Us promptly of any material changes to the prospects of success in the Legal Proceedings.

#### 10. Appeal Procedure

If the Insured wishes to appeal or resist an appeal against the judgment of a Court reasons must be submitted to Us and Our written consent obtained. This application must be sent by recorded delivery at least ten working days before the final date for lodging the appeal. The Insured will be informed of Our decision. If We so require the Insured must co-operate in an appeal against the judgment of a Court, and give such instructions to the Solicitor to ensure the Solicitor's co-operation.

#### 11. Conduct of Legal Proceedings

##### a) All information to be given to the Solicitor

The Insured must give all information and assistance required by the Solicitor. 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. The Insured must co-operate fully with the Solicitor and with Us.

##### b) Access to the Solicitor

We are entitled to obtain from the Solicitor any information, documents or advice, even if privileged, relating to the Legal Proceedings. By entering into this agreement the Insured hereby authorises his Solicitor to provide such access.

##### c) Solicitor's Profit Costs

The Insured must not without Our prior written consent enter into any agreement with the Solicitor as to the payment of profit costs. Any consent given may be withdrawn at any time.

##### d) Bills to be submitted

All bills or other communications relating to fees or costs which may be payable under this Policy should be forwarded to Us without delay. We may require any bills submitted to be certified or assessed by the Court.

##### e) Justification of the Premium

The Insured will ensure that any representations advised by Us are communicated to the Court and to the Opponent promptly and in the appropriate manner and in accordance with the Civil Procedure Rules.

The Insured will appoint or instruct as the Solicitor's agent, where requested to do so by Us, such legal representatives as may be nominated by the Us to deal with the challenge to the Premium.

12. Governing Law

This Policy shall be governed by and construed in accordance with English law.

13. Subrogation

If the Insurer makes any payments under this Policy it shall be fully entitled to exercise its rights of subrogation in regard to the recovery of such payments from any other person or entity. The Insured and the Solicitor will provide the Insurer with all assistance that it requires to pursue these rights.

14. Assignment

The Insured's rights under this Policy may not be assigned without Our prior written consent.

15. Confidentiality

Whilst the existence of this Policy and of the Conditional Fee Agreement may be disclosed to the Opponent, the success fee and definition of Success and the Premium Rate may not be disclosed to the Opponent without Our prior written approval.

## **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 English law.

## **Contracts (Rights of Third Parties) Act 1999**

This insurance does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation, by any person who is not named as the Insured and both the Insurer and Insured may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party.

## **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)).

## **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 Legal Protection

Marshall's Court

Marshall's Road,

Sutton, Surrey.

SM1 4DU.

Telephone: 020 8652 1313

Fax: 020 8661 7604

### **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.

### **Registered office information**

FirstAssist Legal Protection is a trading style of FirstAssist Insurance Services Limited.

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.

## **Statutory Status Disclosure**

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

## **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 is 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.