



firstassist

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

Royal & Sun Alliance Insurance plc (herein called the Insurer) FirstAssist Insurance Services Limited, the Agent and the Insured agree that:

- This Policy, the Schedule (including any Schedule issued in substitution) and any Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.
- Any information supplied by the Agent or Insured shall be incorporated in the contract.
- The Insurer will provide the insurance described in this Policy subject to the Terms and Conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Insurer shall agree to accept the premium.

Signed

For and on behalf of
FirstAssist Insurance Services Limited

Royal & Sun Alliance Insurance plc. Registered in England and Wales No. 93792.
Registered Office: St. Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL.
FirstAssist Insurance Services Limited. Registered in England and Wales No. 04617110.
Registered Office: Marshall's Court, Marshall's Road, Sutton, Surrey. SM1 4DU.
Royal & Sun Alliance Insurance plc is authorised and regulated by the Financial Services Authority.
Royal & Sun Alliance Insurance plc and FirstAssist Insurance Services Limited are members of the General Insurance Standards Council

This is a "claims made" policy.
This policy covers only claims notified to **us** during the period of insurance.

Legal Expenses Insurance

DEFINITIONS

Insurer

Royal & Sun Alliance Insurance plc.

We/Us/Our

FirstAssist Insurance Services Limited which arranges and administers this insurance on the **insurer's** behalf.
Any notification of a claim must be addressed to:

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

Tel: 020 8652 1313
Fax: 020 8661 7604

Insured

The person or company who has paid the premium and been declared to **Us** by the **Agent** and at the request of the **insured** in respect of parts A - Employment and B - Prosecution, a director, partner or **employee** of the **insured**.

Agent

Barclay Brown and Co Insurance Brokers Limited

Appointed Representative

A solicitor, **our** Employment Advocacy Service or any appropriately-qualified person who is appointed to act in a professional capacity for the **insured** in accordance with the terms of this policy.

Any One Claim

All **legal proceedings** (including any appeal against judgment) arising from or relating to the same original cause, event, series of events or circumstance shall be regarded as one claim.

Acts of Parliament

All Acts of Parliament referred to in this policy include any subsequent amendments or re-enactments of those Acts and any equivalent legislation which is enforceable within the **territorial limits**.

Business

The **insured's** business as declared to the **Agent**.

Court

A **court**, tribunal or other competent authority

Employee

Any person under a contract of service or apprenticeship with the **insured** in connection with the **business**. This includes any trainee under the **insured's** control in connection with a government-approved training scheme.

Equipment

Computers and anything else which contains a microchip. Computers include hardware, software, data, electronic data processing equipment, microchips (including integrated circuits) and micro-controllers, and any other computing and electronic equipment linked to a computer.

Legal Proceedings

The pursuit or defence of legal or taxation disputes.

Limit of Indemnity

During any one period of insurance the maximum liability of the **insurer** shall not exceed the following amounts:

Any One Claim:	£50,000	
In Aggregate in the Period Of Insurance:	£500,000	
Per Day in respect of Jury Service / Witness Attendance Allowance:	£150	per employee
In Aggregate in respect of Jury Service / Witness Attendance Allowance:	£10,000	

Territorial Limits

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

Legal Expenses

Fees and **Costs, Witness Attendance Allowance** and in respect of:

- A - Employment - **Basic and Compensatory Awards**;
- F - Data Protection - **Data Protection 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 8(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 parts A - G of this policy. The sum payable shall not exceed the amounts shown under **Limit of Indemnity** above.

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.

5. Jury Service Allowance

The income, salary or wages of the **insured**, or any director of, partner in or **employee** of the **insured** in respect of that individual's obligation to attend **court** for jury service insofar as it is not recoverable from the relevant **court**. The sum payable shall not exceed the amounts shown under **Limit of Indemnity** above.

COVER

The **insurer** will indemnify the **insured** in respect of **legal expenses** which arise from **legal proceedings** that:

- i) are notified to us during the period of insurance; and
- ii) arise from the conduct of the **insured's business**; and
- iii) are made by or brought against the **insured** within the jurisdiction of a **court** within the **territorial limits**;

in respect of:

A - Employment

- i) the defence of any **legal proceedings**, brought in an employment tribunal, 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
- ii) the pursuit of any **legal proceedings** to recover possession of premises which are owned by the **insured** but occupied by an employee or **ex-employee**

provided that:

- i) the **insured** has sought and followed advice from **our** Legal Consultants 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); and
- ii) the **insured** agrees to appoint our Employment Advocacy Service as its **appointed representative**.

Exclusions specific to A - Employment

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) the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Equal Pay Act 1970;
- iv) any dispute that arises within three months of the inception of the policy;
- v) a dispute within the first six months of the policy where a warning was given to an **employee** in the six months prior to the policy's inception;
- vi) any **compensatory award** made against the **insured** relating to:
 - a) trade union activities including membership or non-membership;
 - b) pregnancy, maternity or paternity rights;
- vii) any award made because of the **insured's** failure to provide written reasons for dismissal;
- viii) any **compensatory award** specified in a reinstatement or re-engagement order or made because of the **insured's** failure to provide written reasons for a dismissal;
- ix) 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.

B - Prosecution

the defence of any **legal proceedings** arising from:

- 1) any actual or alleged act or omission by the **insured** which results in the service of an improvement, prohibition or suspension notice under the:
 - i) Health and Safety at Work, etc. Act 1974 or the Health and Safety (Northern Ireland) Order 1978;
 - ii) Food Safety Act 1990;
 - iii) Consumer Protection Act 1987.

against which the **Insured** wishes to appeal.

- 2) civil action taken against the **insured** in respect of:
 - i) wrongful arrest in respect of an accusation of theft;
 - ii) any activities as a trustee of a pension fund set up for the benefit of the **insured's employees**.

- 3) the **insured's** prosecution in a **court** of criminal jurisdiction.

Exclusions specific to B - Prosecution

The **insurer** will not pay **legal expenses** arising from or relating to:

- i) the ownership, possession, hiring or use of a motor vehicle, aircraft or water craft;
- ii) any alleged deliberate or intentional act unless charges are dismissed or the **insured** is acquitted.

C - Property

the pursuit or defence of **legal proceedings** relating to the **insured's** rights as the owner or occupier of property that is physically occupied by the **insured**

provided that:

- i) the **insured** has suffered or could suffer a financial loss if **legal proceedings** are not pursued or defended;
- ii) the **insured** agrees to use alternative dispute resolution to attempt to settle any dispute, if **we** consider it to be appropriate;
- iii) the property has been disclosed to the **Agent** in writing.

Exclusions specific to C - Property

The **insurer** will not pay **legal expenses** arising from or relating to:

- i) any review of the rent payable for leasehold property;
- ii) the recovery of rent payable;
- iii) freehold or leasehold title, tenancy or licence disputes;
- iv) mining or other subsidence or heave;
- v) any contract entered into by the **insured**;
- vi)
 - a) any dispute arising from the compulsory purchase, confiscation, nationalisation, requisition, destruction of or damage to any property;
 - a) any disputes over restrictions or controls placed on any property;
 - c) any disputes arising from actual, planned, or proposed construction, closure, adaptation or repair of roads, buildings, housing or other works by or on behalf of any government or public or local authority, except in so far as the claim relates to accidental damage arising from such activities.

D - Taxation

- 1) entering a response to an in-depth accounts investigation or a full enquiry by the Inland Revenue into a self-assessment return. This includes responding at any appeal or tribunal hearing which shall include an Inland Revenue Commissioners' Hearing;
- 2) entering a response to an examination by either the Inland Revenue or the Department of Social Security following an Employer Compliance visit which arose from and related to an expression of dissatisfaction with the **insured's** PAYE or National Insurance Contribution affairs;
- 3) an appeal against a written VAT decision or assessment issued by HM Customs and Excise. This includes the local review procedure and any VAT Tribunal.

Exclusions specific to D - Taxation

The **insurer** will not pay **legal expenses** arising from or relating to:

- i) any tax avoidance scheme undertaken by the **insured**;
- ii) an enquiry undertaken under Section 60 or 61 of the VAT Act 1994 or any investigation or enquiry by the Investigations Division of HM Customs and Excise, the Inland Revenue Board's Investigation Office or the Special Compliance Offices of the Inland Revenue;
- iii) to any investigation or inspection by the Inland Revenue, HM Customs and Excise or Department of Social Security that commenced prior to the inception of this policy;
- iv) any work in connection with the normal reconciliation of the annual accounts and VAT returns where such reconciliation has not been undertaken prior to the dispute or investigation arising;

- v) the **insured's** actual or alleged misstatement with intent to deceive contained in any relevant business books, records or returns. If such intent to deceive is shown the **insurer** shall be entitled to recover such indemnity as it has actually provided;
- vi) any issue of law practice, or procedure not directly connected with the particular investigation, dispute or **legal proceedings** which are the subject of an indemnity under this policy;
- vii) any investigation or enquiry where the accounts submitted are being investigated solely because earlier books, records or returns have been investigated or are already under investigation;
- viii) disputes where any returns have been submitted in a penalty position except where a return is rendered within six months of the last filing date and the Inland Revenue has accepted that there was a reasonable excuse for the delay;
- ix) any criminal prosecution.

E - 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 £250.
- ii) the **insured** entered into the contract or alleged contract during the period of insurance.

Exclusions specific to E - Contract

The **insurer** will not pay **legal expenses** arising from or relating to:

- i) an undisputed debt owed to the **insured**;
- ii) any claim for an amount of more than £5,000;
- iii) any licence or franchise agreements;
- iv) a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled;
- v) the letting or tenancy of property;
- vi) any computer software or hardware that has been tailored by or on behalf of a supplier or the **insured**;
- vii) the construction, extension, alteration, demolition, repair, renovation or refurbishment of any property;
- viii) the ownership, possession, hiring or use of a motor vehicle, aircraft or water craft

F - Data Protection

an appeal by the **insured** against:

- i) the refusal of the **insured's** application for registration by the Data Protection Commissioner;
- ii) the refusal of an application for alteration of registered particulars by the Data Protection Commissioner;
- iii) an enforcement notice;
- iv) a de-registration notice;
- v) a transfer prohibition notice.

Exclusions specific to F - Data Protection

The **insurer** will not pay **legal expenses** arising from or relating to:

- i) any criminal prosecution
- ii) any legal action concerning the grant and/or execution of a warrant of entry.

G - Statutory Licence

an appeal to the relevant statutory body or **court** concerning a decision by a registration authority where the authority suspends, revokes, alters the terms of or refuses to renew a statutory licence

provided that:

- i. no appeal was made in the twelve months prior to the inception of this policy;
- ii. the **insured** has suffered or would suffer a pecuniary loss if legal proceedings are not pursued;

Exclusions specific to G - Statutory Licence

The **insurer** will not pay **legal expenses** arising from or relating to:

- i) an original application for a statutory licence
- ii) the standard renewal of a licence.

STANDARD SERVICES

Jury Service Allowance

The **insurer** will indemnify the **insured** in respect of **jury service allowance** provided that such attendance commences during the period of insurance and within the **territorial limits**.

Legal Advice

We will provide the **insured** with confidential advice and guidance on legal matters affecting the **business**. To access this service contact **our** Legal Consultants on **01455 251500** quoting the verification number given.

This service is available 24-hours a day, 365 days a year. **We** accept no responsibility for failure of this service for reasons outside **our** control.

GENERAL EXCLUSIONS

The **insurer** shall not be liable for **legal expenses** in respect of:

1. any matter to which **we** have not given **our** written consent.
2. the defence of any civil **legal proceedings** made or brought against the **insured** arising from any actual or alleged:
 - i) death, bodily injury, disease or illness of any person;
 - ii) loss, destruction or damage to any property;
 - i) breach of any professional duty;
 - ii) breach of any duty owed as a director or officer of any company. This does not apply where the breach or alleged breach relates to taxation disputes and cover is provided under D - Taxation.
3. any non-contentious matters.
4. any **legal proceedings** brought or transferred outside the **territorial limits**.
5. any **legal proceedings** where a reasonable estimate of the likely irrecoverable element of any **legal expenses** to be paid would exceed a realistic financial valuation of the **insured's** claim.
6. any **legal proceedings** where the **insured** is indemnified by or entitled to be indemnified by any other insurance policy or any policy which the **insured** is required to hold by law.
7. any actual or alleged act, omission or dispute occurring prior to, or existing at inception or renewal of this policy and which the **insured** knew (or ought reasonably to have known) was likely to give rise to **legal proceedings**.
8. any **legal proceedings** arising from -
 - i) the **insured's** intentional wrongdoing; or
 - ii) an act or omission with reckless disregard as to its consequences.
9. any dispute between the **insured** and any subsidiary, parent, associated or sister company or between shareholders, directors, partners or any other person who is or would be entitled to indemnity at the **insured's** request.
10. damages, fines or penalties of any nature incurred by the **insured** in **legal proceedings**.
11. the defence of any **legal proceedings** arising from or relating to any actual or alleged dishonesty, fraud or malicious conduct of the **insured** unless such proceedings are successfully defended.
12. the pursuit or defence of any action alleging defamation or malicious falsehood
13. the pursuit or defence of any **legal proceedings** relating to patents, copyrights, design rights, moral rights, trade or service marks, registered designs, passing off, trade secrets or confidential information,
14. the pursuit or defence of **legal proceedings** between the **insured** and a central or local government authority concerning the imposition of statutory charges except where an appeal is allowed at law.
15. any application for judicial review.
16. the defence of any **legal proceedings** arising from or relating to seepage, pollution or contamination of any kind.
17. 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, including 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.

18. any **legal proceedings** directly or indirectly caused by, contributed to, or arising from:
- i) ionising radiations 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.

GENERAL CONDITIONS

1. Observance of Terms

The **insured** must observe and comply with the terms, provisions and conditions of this policy. Any terms 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 under the policy.

2. Premiums

The premiums payable under this insurance shall be based on a scale agreed between **us** and the **Agent**.

3. Record Keeping

The **insured** must take all reasonable care in keeping 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 the statutory period laid down at the end of the relevant period of account.

4. Cancellation

The **Agent** may cancel this policy, including all insurances issued hereunder, at any time by a request in writing to **us**. Premiums in respect of the insurances issued under this policy shall be adjusted on the basis of the **insurer** receiving or retaining the customary short-period premium.

We may cancel this policy, including all insurances issued hereunder, by giving fourteen days' notice in writing to the **Agent**. Premium in respect of the insurances issued under this policy shall be adjusted on the basis of the **insurer** receiving or retaining pro-rata premium. Notice of cancellation of the Master Policy shall be deemed to have been given to all **insureds** once given to the **Agent**.

No return of premium shall be allowed if the **insured** has given notification of a claim to **us** during the period of 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. **We** will give the **insured our** consent if the **insured** can satisfy **us** that:

- i) there are good 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 advisors. **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 costs of such opinions will be covered under the policy. The **insurer** may discontinue indemnity if during the **legal proceedings we** consider that reasonable prospects of successfully pursuing or defending the **legal proceedings** no longer exist.

If the **insured** decides to commence or continue **legal proceedings** for which **we** have denied consent on ground 1(i) above and is successful, the **insurer** will pay **legal expenses** as if **we** had given **our** consent in the first instance.

2. Minimising Claims or legal Proceedings

The **insured** must take all reasonable measures to minimise the risk or likelihood of claims, and the cost of **legal proceedings**. This includes, but is not limited to, the **insured** and any agent or **appointed representative** of the **insured** complying with any pre-action, costs or other protocol that applies to any **legal proceedings** which form the basis of a claim under this policy

3. Arbitration

Any dispute between the **insured** and **us** or the **insurer** in respect of this policy maybe referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties. Failing agreement, the arbitrator

shall be nominated by the President of the appropriate Law Society, Bar Council or other professional body within the **territorial limits**.

The party against whom the decision is made shall meet the costs of the arbitration in full. 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 **us** or the **insurer**, the **insured's** costs shall not be recoverable under this policy.

4. Fraudulent Claims

This policy shall be voidable at the discretion of the **insurer** if the **insured** makes any request for payment under this policy:

- i) knowing it to be fraudulent or false in any way; or
- ii) in circumstances where the **insured** ought reasonably to have known that the claim was false or fraudulent in any way; or
- iii) where there is collusion between the parties to this dispute.

Any premiums paid shall be forfeited.

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** has the right to refuse to admit or immediately to withdraw its support from a claim. The **insured** shall be deemed insolvent upon the appointment of an office-holder within the meaning given by section 233 (1) or 372 (1) of the Insolvency Act 1986.

6 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 any actual or alleged act, omission or dispute during the period of insurance any claim arising from such actual or alleged act, omission or dispute will not be admitted.

Where such notification has been given, the **insurer** agrees to treat any subsequent **legal proceedings** in respect of the circumstances notified as though the **legal proceedings** had been made or brought during the period of insurance.

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

7. Appeal Procedure

Our consent must be obtained if the **insured** wishes to appeal against the judgment of a **court**. A written application must be submitted to **us** at least ten working days before the final date for lodging the appeal. The application must state the reasons for bringing the appeal. **We** will inform the **insured** of **our** decision.

The **insured** must co-operate in an appeal against the judgment of a **court** at **our** request.

8. Conduct of Legal Proceedings

a) Nomination of the appointed representative

In the period before we agree that **legal proceedings** are necessary **we** may seek to obtain a settlement on the **insured's** behalf. The settlement will be subject to the **insured's** agreement, which the **insured** will not unreasonably refuse. At the point it becomes necessary for the **insured** to appoint a representative **we** will suggest suitable representatives who will be able and willing to act for the **insured**. If **legal proceedings** are necessary or there is a conflict of interest, the **insured** can nominate their own representative. The **insured** will need to satisfy us that the **insured's** chosen representative has the necessary expertise to deal with the **legal proceedings**. Unless the **insured** is willing to pay the difference in cost, the **insured's** chosen representative must adhere to the terms in operation between **us** and **our** suggested representative.

If the **insured's** choice of representative incurs fees or costs in familiarising him/herself with a claim which has previously been dealt with by **us** or **our** choice of representative, such fees and costs will not be covered under this insurance.

We may not accept a representative chosen by the **insured**. If this occurs **we** will explain why. If **we** cannot agree on a representative or whether **legal proceedings** are necessary the **insured** can take the matter to an independent arbitrator. The arbitration process is set out in Claims Settlement Condition 3.

Any representative is appointed in the **insured's** name to act for the **insured**,

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 relating to a claim under this insurance, whether or not privileged. On request the **insured** will give any instructions necessary to ensure such access.

d) Instruction of counsel or appointment of expert witnesses

If the **appointed representative** wishes to instruct counsel or appoint expert witnesses **we** will not unreasonably withhold **our** consent. The names of counsel or the expert witnesses must be submitted to **us** together with an explanation of the necessity for such action.

e) Where the amount in dispute is unlikely to exceed the small claims track limit

Where the amount in dispute is unlikely to exceed the small claims track limit **we** may carry out **our** own investigation and may attempt to negotiate a settlement. The **insured** will not unreasonably withhold agreement to any such settlement.

f) Our right to pay the insured instead of paying legal expenses

We may elect to pay the **insured** a reasonable sum not exceeding the realistic estimated value of any claim instead of paying any **legal expenses**. Such a decision will be entirely at **our** discretion and will be in full and final settlement of the **insured's** claim.

g) Offer of settlement

The **insured** must inform **us** in writing as soon as an offer to settle **legal proceedings** is received or a payment into **court** is made. The **insured** will not unreasonably withhold consent to the **appointed representative** making an offer to settle the **legal proceedings**.

The **insured** must not enter or offer to enter into any agreement to settle without **our** prior written consent. Any such agreement must take into account the **insurer's** interest in the recovery of costs.

If the **insured** unreasonably withholds agreement to a settlement **we** reserve the right to withdraw **our** support.

h) Withdrawal by the insured

Where the **insurer** has provided an indemnity for **legal expenses** and the **insured** withdraws from the **legal proceedings** without **our** agreement, the **insurer** shall be entitled to reimbursement of all **legal expenses** paid.

i) Payment of legal expenses

All bills relating to any **legal proceedings** which the **insured** receives from the **appointed representative** should be forwarded to **us** without delay.

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

If requested the **insured** must ask the **appointed representative** to submit the bill of costs for assessment or certification by the appropriate Law Society or **court** in accordance with the provisions of the Solicitors Act 1974 and/or the Solicitors Remuneration Order 1994.

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**.

j) Recovery of costs and expenses

The **insured** through the **appointed representative** shall be responsible for the repayment to the **insurer** of any:

- i) award of costs made in favour of the **insured**;
or
- ii) costs agreed to be paid to the insured as part of any settlement.

When the total amount of **legal expenses** incurred is within the **limit of indemnity**, the **insured** and the **insurer** will share any **legal expenses** that are recovered according to the proportion paid.

Where the total cost of the legal action exceeds the **limit of indemnity**, the **insured** and the **insurer** shall have priority over any other parties with an interest in any costs recovery. The **insured** and **insurer** shall share such recovery according to the proportion paid, subject to the **insurer's** right of recovery being restricted to the **limit of indemnity**.

LAW APPLICABLE TO THE CONTRACT

This contract will be subject to the law of England.

This insurance is issued in the United Kingdom by FirstAssist Insurance Services Limited and underwritten by Royal & Sun Alliance Insurance plc.

FirstAssist Insurance Services Limited No. 04617110 is registered in England and Wales.
Registered Office: Marshall's Court, Marshall's Road, Sutton, Surrey. SM1 4DU.
Royal & Sun Alliance Insurance plc No 93792 is registered in England.
Registered Office: St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

COMPLAINTS PROCEDURE

FirstAssist is committed to maintaining a high standard of professional conduct in all our dealings with customers. However if you feel that your insurance arrangements have not been handled in the manner in which you would expect and you wish to make a complaint, you should initially contact the person who arranged the Policy for you or:

The Managing Director
FirstAssist Insurance Services Limited
Marshall's Court, Marshall's Road
Sutton
Surrey
SM1 4DU

Telephone No: 020 8652 1313

If you are still dissatisfied with your contract of personal insurance, i.e. not connected to any business activity, you may ask the Financial Ombudsman Services (FOS) to review your case. Their offices are situated at;

South Quay Plaza,
183, Marsh Wall,
London.
E14 9SR.

Telephone No: 0845 600 6666.

The FOS will handle most complaints that you may have concerning a contract of personal insurance. There are, however, a few instances in which the FOS is not empowered to consider complaints.

You may also contact the Customer Information Department of the Association of British Insurers (ABI) at 51, Gresham Street, London, EC2V 7HQ. Telephone No: 020 7600 3333 or one of its regional offices, details of which can be found in local telephone directories.

Your right as a policyholder to take action remains unaffected by the existence or use of any of the Complaints Procedures referred to above.

Royal & Sun Alliance is a member of the Financial Ombudsman Service, the Association of British Insurers and the General Insurance Standards Council.