



firstassist

**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 (herein called the Insurer), FirstAssist Insurance Services Limited, the Agent and the Insured agree that:

- This Policy, the Schedule issued in conjunction with Insured's Rapidinsure House & Contents policy (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 and any subsequent period for which the Insured shall pay and the Insurer shall agree to accept the premium.

Signed

A handwritten signature in black ink that reads "Ross D Clerk". The signature is written in a cursive, slightly slanted style.

For and on behalf of
FirstAssist Insurance Services Limited

FirstAssist Insurance Services Limited. Registered in England and Wales No. 04617110.
Registered Office: Marshall's Court, Marshall's Road, Sutton, Surrey. SM1 4DU.

Great Lakes Reinsurance (UK) PLC is registered in England and Wales, No 2189462
Registered office at 1 Minster Court, Mincing Lane, London EC3R 7YH

FirstAssist Insurance Services Limited is authorised and regulated by the Financial Services Authority.
FSA Register No is 310671.

Great Lakes Reinsurance (UK) PLC is authorised and regulated by the Financial Services Authority.
FSA Register No is 202715.

This is a "claims made" insurance. It covers only claims notified to Us during the Period of Insurance.

RAPIDINSURE LEGAL EXPENSES INSURANCE SCHEME

DEFINITIONS

INSURER

Great Lakes Reinsurance (UK) PLC.

WE/US/OUR

FirstAssist Insurance Services Limited, which arranges and administers this insurance on the Insurer's behalf and to which any notification of a claim or circumstance which may give rise to a claim must be addressed:

The 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 named in the schedule who has paid the premium together with such an individual's spouse or Partner, and their children under the age of 21 normally resident with the Insured.

AGENT

Personal Insurance & Reinsurance Brokers Limited

PARTNER

The person with whom the Insured has lived with for six months and continue to do so as if married but there is no legal formalisation of the relationship.

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 insurance.

ANY ONE CLAIM

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

LEGAL PROCEEDINGS

The pursuit or defence of legal disputes but excluding non-contentious matters.

Full enquiry

Action taken by the Inland Revenue following a Notice issued under Section 9A of the Taxes Management Act 1970 saying they plan to carry out a 'Special Compliance Office Investigation' or a 'Local Tax Office Enquiry' which involves examining and considering all areas of the insured's tax affairs in detail.

COURT

A court, tribunal or other competent authority.

PERIOD OF INSURANCE

The period shown in the Insured's Rapidinsure House & Contents schedule which forms part of this policy.

TERRITORIAL LIMITS

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

LEGAL EXPENSES

- a) Any fees expenses and other disbursements reasonably incurred by the Appointed Representative in connection with any Legal Proceedings including costs and expenses of expert witnesses as well as those incurred by the Insurer in connection with any such Legal Proceedings.
- b) Any costs payable by the Insured following an award of costs by any Court or tribunal and any costs payable following an out of Court settlement made in connection with any Legal Proceedings.
- c) Any fees expenses and other disbursements reasonably incurred by the Appointed Representative in appealing or resisting an appeal against the judgment of a Court, tribunal or arbitrator

LIMIT OF INDEMNITY

The maximum liability of the Insurer under this Policy during any one Period of Insurance shall not exceed:

in respect of Any One Claim	£50,000
in respect of all claims notified during the period of insurance	£250,000

COVER

The Insurer will indemnify the Insured up to the Limit of Indemnity in respect of Legal Expenses which relate to any Legal Proceedings brought by the Insured within the Territorial Limits and notified to Us during the Period of Insurance in respect of:

Section 1- Personal Injury

the pursuit of any civil Legal Proceedings arising from the death or disease of or bodily injury to the Insured;

Exclusions specific to Section 1 – Personal Injury

The Insurer will not be liable for any claim arising from or relating to:

- i) medical or clinical treatment, advice, injury or care
- ii) stress, emotional or psychological injury
- iii) illness, personal injury or death which is caused gradually or is not caused by a single act or omission

Section 2 - Employment

the pursuit of any Legal Proceedings against the Insured's employer arising from the Insured's contract of employment

provided that the dispute first starts more than 90 days after the commencement of this insurance

Exclusions specific to Section 2 - Employment

The Insurer will not be liable for any claim where the Insured does not appoint one of our Employment Consultants as Appointed Representative.

Section 3 – Consumer Contract

the pursuit or defence of any dispute in respect of a contract for the sale, purchase, hire or supply of goods and services where the amount in dispute exceeds £250;

Exclusions specific to Section 3 – Consumer Contract

The Insurer will not be liable for Legal Expenses in respect of:

- i) any contract entered into before the start of the period of insurance
- ii) any contract relating to goods other than those that you have bought for your private use

Section 4 – Property

the pursuit of any dispute arising from the infringement by another person of the Insured's legal rights of arising out of the rightful occupation or ownership by the Insured of the Insured's permanent residence

provided that the dispute first starts more than 180 days after the commencement of this insurance

Section 5 - Taxation

the defence of any Full Enquiry by the Inland Revenue into the Insured's income and records with a view to assessing the Insured's liability under:

- a) Section 19, Schedule E of the Taxes Act 1988, relating to the Insured's wages / salary and pension
- b) Section 18, Schedule D of the Taxes Act 1998 relating to income received on investments in the UK, provided that this cannot be the Insured's main source of income

Exclusions specific to Section 5 – Taxation

The Insurer will not be liable for:

- i) any tax, interest or penalties the insured may have to pay to the Inland Revenue.
- ii) any case where the insured or his/her tax advisor has not taken every reasonable care to act according to tax legislation.
- iii) anything to do with a tax return which arrived after the legal deadline, or did not arrive at all
- iv) an enquiry by the Inland Revenue which is only concerned with one or more specific areas of the Insured's tax return and which is not considered by the Inland Revenue to be a full enquiry.
- v) any Inland Revenue investigation or enquiry when they allege, or it becomes clear that they suspect, fraud.
- vi) any income earned by the insured as a self-employed person.
- vii) any money which has to be paid, or which the Insurer has already paid if the Insured withdraws, without our agreement, from the defence of a full enquiry by the Inland Revenue.
- viii) any matter connected with a money-making activity (other than the Insured's contract of employment or a normal private investment) or personal liability including:
 - a business, trade or profession;
 - a personal venture for gain;
 - a share in a partnership or a joint venture for gain;
 - an investment which is not listed on a recognised UK stock exchange; or
 - a personal guarantee or indemnity.

Section 6 – Motoring Prosecution

The defence of a criminal prosecution arising from a motoring offence

Exclusions specific to Section 6 - Motor Prosecution

The Insurer will not be liable for any claim arising from or relating to:

- i) the insured's use of drugs or alcohol
- ii) the driving of a motor vehicle without a valid licence and/or insurance

GENERAL EXCLUSIONS

The Insurer will not be liable for Legal Expenses in respect of:

1. any claim where there are not good prospects of successfully pursuing or defending the Legal Proceedings or achieving a reasonable outcome;
2. any claim where it is not reasonable in all the circumstances for Legal Expenses to be paid;
3. any act, omission or dispute or alleged act, omission or dispute occurring prior to or existing at inception of this Policy which the Insured knew, or ought in Our opinion reasonably to have known, could have given rise to Legal Proceedings by or against the Insured;
4. any Legal Expenses incurred before We have agreed in writing to support the Insured's claim;
5. any claim where a reasonable estimate of the Insured's total Legal Expenses is greater than the amount in dispute;
6. defending any criminal proceedings or any Legal Proceedings arising from:
 - a) the Insured's intentional wrongdoing; or
 - b) the Insured's act or omission with reckless disregard as to its consequences;
7. any dispute relating to a money-making activity other than a dispute involving an investment by or for the Insured which is open to the general public and does not involve the Insured in carrying out any trade or profession. This exclusion does not apply to any claim brought by the Insured under Section 2 - Employment;

8. the defence of civil Legal Proceedings made or brought against the Insured that arise out of or relate to:
 - a) the death, disease or illness of or bodily injury to any person;
 - b) the actual or alleged breach of any duty owed as a director or officer of any company;
 - c) the Insured's profession, trade or occupation;
 - d) the loss, destruction or damage of or to any property. This also includes loss of use of property which cannot be used because of the loss, destruction or damage;
9. any dispute concerning the construction, conversion, extension, alteration, renovation or demolition of buildings or parts of buildings or in or on land where the work is carried out by the Insured or for the Insured's benefit.
10. 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 held by the Insured or any policy which the Insured is required to hold by law;
11. any dispute where the Insured:
 - a) pursues or defends a case without Our permission or in a different way to that advised by the Appointed Representative; or
 - b) does not give proper instructions to the Appointed Representative or counsel in due time or is responsible for a delay which the Appointed Representative considers will prejudice the case;
12. Legal Proceedings between the Insured and any of the Insured's family, spouse or partner, or former spouse or partner.
13. fines or other penalties;
14. any Legal Proceedings made, commenced or brought outside the Territorial Limits;
15. the pursuit or defence of any action alleging defamation or malicious falsehood;
16. any Legal Proceedings between the Insured and a local or government authority, unless the Insured could lose money if the case is not successful;
17. any application for judicial review;
18. Legal Proceedings in constitutional, international, or supranational Courts or tribunals other than the European Court of Justice and the Commission and Court of Human Rights;
19. a dispute with Us or the Insurer that is not dealt with under General Condition 4;
20. any consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
21. any Legal Proceedings arising directly or indirectly from:
 - a) Equipment failing correctly to recognise data representing year 2000 or any other date in such a way that it does not work properly or at all;
 - b) Computer viruses, 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;
22. any expense, consequential loss, legal liability or any loss of or damage to property, directly or indirectly caused by or contributed to by:
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof .

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. Reasonable Care

The Insured shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this insurance.

3. Cancellation

This Policy may be cancelled at any time at the request of the Insured in writing to Us and premium shall be adjusted on the basis of the Insurer receiving or retaining the customary short-term premium.

This Policy may also be cancelled by the Insurer giving fourteen days' notice in writing to the Insured, in which case a return of premium will be made unless the Insured has made a claim.

4. Arbitration

Any dispute between the Insured and the Insurer in respect of this insurance 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 the Policy.

This procedure does not prejudice any right of the Insured to have recourse to any other complaints procedure to which the Insurer subscribes or to the Courts.

5. 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

We must be notified in writing immediately the Insured is aware of any event which has given or may give rise to Legal Proceedings involving the Insured. We will send a claim form which the Insured must then complete and return as soon as possible enclosing any relevant documents. If the Insured fails to notify Us of such an event during the Period of Insurance any claim arising from that event will not be admitted.

2. Consent Precedent to Insurer's 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:

- a) there are good prospects of successfully pursuing or defending the Legal Proceedings and achieving a reasonable outcome and
- b) it is reasonable in all the circumstances for Legal Expenses to be paid.

The decision to grant consent may require at the Insured's expense the opinion of the Appointed Representative and in some cases 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.

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

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.

3. Minimising Claims or Legal Proceedings

The Insured must take all reasonable measures to minimise the cost of Legal Proceedings.

4. Conduct of Legal Proceedings

a) Choice of Appointed Representative

In the period before We can agree that Legal Proceedings are necessary, or in the circumstances set out in Claims Settlement Condition 4(b) below, We may take on and conduct in the Insured's name any negotiations on the Insured's behalf. The Insured must agree to a settlement which is reasonable.

If We agree that Legal Proceedings are necessary, but We are not able or the Insured does not wish Us to act for him, We will agree with the Insured on an Appointed Representative to act for him. We will suggest a shortlist of representatives who will be willing and able to act for the Insured. The Insured can choose an Appointed Representative from this shortlist. If the Insured prefers not to use an Appointed Representative from this shortlist, We will consider the Insured's choice. The Insured will need to satisfy Us that his chosen representative has the necessary expertise to deal with the Legal Proceedings and will not charge more for the Legal Proceedings than a representative on the shortlist, unless the Insured is willing to pay the difference between his chosen representative's fees and those of a representative on the shortlist. In some circumstances, We may not accept the representative the Insured has suggested, but We will explain why. If We cannot agree on a representative, the Insured can take the matter to an independent arbitrator. This process is set out in General Condition 4. Any Appointed Representative chosen is appointed to act for the Insured.

If We and the Insured cannot agree whether Legal Proceedings are necessary, the Insured can take the matter to an independent arbitrator. This process is set out in General Condition 4.

b) Action We may take

We may take over and continue in the Insured's name all legal action in any of the following circumstances :

- if the dispute is for an amount which is under £5,000 or if the dispute could be dealt with by the Small Claims Court;
- if the Insured takes legal action against someone or defends a case without Our agreement, or in a different way from that advised by the Appointed Representative;
- if the Insured does not give proper instructions to the Appointed Representative or barrister in time;
- if the Insured causes a delay and the Appointed Representative thinks it will harm the Insured's case.

In these circumstances, We may carry out Our own investigation and try to settle the dispute. The Insured must agree to a settlement which is reasonable.

c) All information to be given to the Appointed Representative

The Insured must give the Appointed Representative 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 necessary and attend any meetings or conferences when requested.

d) 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 Policy. On Our request, the Insured will give any instructions necessary to ensure such access.

e) 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.

f) Appeal Procedure

If the Insured wishes to appeal against a Court's decision, We will give Our agreement if all of the following apply:

- The Insured must tell Us of the wish to appeal immediately the right of appeal arises, as strict time limits may apply.
- The appeal arises from Legal Proceedings to which We have already given Our agreement under the terms of Claims Settlement Condition 2 above.
- This application must be sent by recorded delivery at least ten working days before the final date for lodging the appeal.
- The appeal complies with the requirements of Claims Settlement Condition 2 in the same way as the initial claim for Legal Expenses.
- We think the Insured has a reasonable chance of winning the appeal and achieving a reasonable outcome.
- The Insured must give Us the reasons for bringing the appeal.

We must agree to support the appeal. If We so require the Insured must co-operate in an appeal against the judgment of a Court.

g) Withdrawal by the Insured

If the Insured withdraws from the Legal Proceedings or stops the action without Our permission, unless the Insured has done this on the written advice of the Appointed Representative, the Insured must pay all Legal Expenses arising before the date of the withdrawal or stopping or those which arise because the action is withdrawn or stopped.

h) Offer of settlement

The Insured must inform Us in writing as soon as an offer to settle Legal Proceedings is received, including a payment into Court. The Insured must not offer to enter or 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.

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 taxation by the Court or certification by the Law Society in accordance with the provisions of the Solicitors Act 1974 and/or the Solicitors Remuneration Order 1994.

The provision of 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 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 award of costs in favour of the Insured or any costs agreed to be paid to the Insured as part of any settlement.

If the Insurer pays Legal Expenses up to the policy limit and the Insured pays more Legal Expenses to end the case, the Insured will share with the Insurer any Legal Expenses that are recovered. The Insurer and the Insured will each receive the same percentage as was paid.

Law Applicable To The Contract

This contract will be subject to the law of England.

Information regarding the insurance company

Your insurance policy is administered by FirstAssist Insurance Services Limited on behalf of the insurer. The insurance company that underwrites this insurance policy is Great Lakes Reinsurance (UK) PLC.

Great Lakes Reinsurance (UK) PLC is authorised and regulated by the Financial Services Authority as an insurance company and they are authorised to arrange and provide their own insurance products under Registration No. 202715. You can check this information on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Information regarding the administrator of this insurance policy

FirstAssist Insurance Services Limited is authorised and regulated by the Financial Services Authority. Our permitted business is advising, arranging, dealing in, and the administration and performance of non investment insurance contracts under Reference No 310671. You can check this information on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

Registered office information

FirstAssist Insurance Services Limited
(No. 04617110)
Registered in England & Wales at
Marshall's Court
Marshall's Road
Sutton
Surrey
SM1 4DU

Great Lakes Reinsurance (UK) PLC
(No. 2189462)
Registered in England & Wales at
1 Minster Court
Mincing Lane
London
EC3R 7YH

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 sold you this product.

If this does not lead to the resolution of your difficulties, you can write to:

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 insurance, you may contact the Financial Ombudsman Services (FOS). Their offices are situated at;

South Quay Plaza,
183, Marsh Wall,
London. E14 9SR.
Telephone No: 0845 600 6666.

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