



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 (the **Insurer**) and FirstAssist Insurance Services Limited and the **Insured** agree that:

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

provided that this policy shall not be in force unless it has been initialled by an authorised official of the **Insurer**.

Ross D Clerk

For and on behalf of
FirstAssist Insurance Services Limited

FIRSTASSIST INSURANCE SERVICES LIMITED

MERSEYSIDE POLICE FEDERATION GROUP LEGAL EXPENSES SCHEME

POLICY WORDING

In consideration of the **Policyholder** having paid or agreed to pay the premium, the **Insurer** agrees to indemnify the **Insured Person** against **Legal Expenses** incurred in respect of any **Insured Event** occurring within the **Territorial Limits** and during the **Period of Insurance**.

DEFINITIONS

The policy and schedule shall be read together and the following expressions shall have the meanings outlined wherever they appear in the policy in bold print.

INSURER

Royal & Sun Alliance Insurance plc

WE/US/OUR

FirstAssist Insurance Services Limited which administers the insurance on the **Insurer's** behalf and to which any notification of claim must be addressed at

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

POLICYHOLDER

Merseyside Police Federation

AGENT

Roland Smith Ltd

INSURED

Serving or Retired Police Officers and Civilian Support Staff of Merseyside Constabulary who are members of Merseyside Police Federation at the time at which the **Insured Event** occurs or have paid the relevant premium

INSURED PERSON

In respect of Sections 3, 4, 6, 8 and 9, the **Insured**

In respect of Sections 1, 2, 5, 7, 10, 11 and 12, the **Insured** and:

- a) The **Insured's** spouse or partner
- b) Children including step-children adopted children foster children and grand children
- c) The parents and grandparents of the **Insured** and the **Insured's** spouse or common law spouse

normally resident with the **Insured**

APPOINTED REPRESENTATIVE

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

TERMINOLOGY AND ACTS OF PARLIAMENT

The terminology and Acts of Parliament referred to in this Policy shall be deemed to include equivalent terminology and legislation enforceable within Scotland, Northern Ireland, The Isle of Man or the Channel Islands as the case may be.

LEGAL PROCEEDINGS

- a) Any step prior to the issue or receipt of legal process reasonably taken with a view to resolving any **Insured Event** occurring within the **Territorial Limits**.
- b) Any step taken subsequent to the issue or receipt of legal process in any criminal or civil **Court**, including any appeals arising therefrom provided that such process is issued within the **Territorial Limits**.

ANY ONE CLAIM

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

TERRITORIAL LIMITS

- a) The United Kingdom, Isle of Man or the Channel Islands, and
- b) in respect of Sections 2 and 7 only, any country which is a member of the European Union, Norway and Switzerland in respect of temporary visits overseas for domestic and pleasure purposes or in connection with the **Insured's** employment

COURT

A court tribunal or other competent authority

HOME

The **Insured's** permanent private residence

VEHICLE

Any motor vehicle including motor cycles, required to be licensed for road use constructed or adapted principally for the carriage of up to seven passengers owned or hired by the **Insured**, including any caravan or trailer which is attached to the **vehicle** by normal means for towing

LEGAL EXPENSES

Fees

- a) Any fees and disbursements reasonably and properly incurred by the **Appointed Representative** in connection with any **Legal Proceedings** including fees and disbursements of expert witnesses as well as those incurred by **Us** in connection with any such **Legal Proceedings**
- b) Any fees and disbursements reasonably and properly incurred by the **Appointed Representative** in appealing or resisting an appeal against the judgment of a **Court** in connection with any **Legal Proceedings**

Costs

Standard costs of any civil proceedings incurred by the Third Party for which the **Insured Person** may be liable by order of a **Court** or following an out of court settlement consented to by **Us** in accordance with Claims Settlement Condition 7(g) and made in connection with any **Legal Proceedings**

INSURED EVENT

Shall mean the happening of the events described in each Section of Cover and shall be deemed to have occurred:

- a) in civil cases at the time at which the cause of action commenced; or
- b) in criminal cases at the time at which the **Insured Person** is alleged to have commenced to violate the criminal law in question;
- c) in relation to Legal Assistance when the Legal Assistance is provided.

PERIOD OF INSURANCE

The period specified in the schedule and any subsequent periods for which the **Insured** shall pay and **We** shall accept a renewal premium.

LIMIT OF INDEMNITY

The sum specified in the schedule which shall be the maximum amount payable in respect of **Any One Claim** after totalling all **Legal Expenses** of the **Insured Person** including opponents' costs.

SECTIONS OF COVER

Section 1 - Criminal Prosecution Defence

Legal Expenses incurred in the defence of **Legal Proceedings** brought against an **Insured Person** in a **Court** of criminal jurisdiction as a result of any act or omission or alleged act or omission.

Provided that an application by the **Insured Person** for the grant of a Legal Aid certificate must have been refused.

Please in mitigation will be supported by the **Insurer** when:

- i) there is a reasonable prospect of such a plea, either in writing or in person by a solicitor or barrister, materially affecting the likely outcome, and
- ii) it is in the public interest so to do

Support for such pleas shall be at **our** sole discretion

Exclusions

The **Insurer** will not indemnify the **Insured Person** in respect of any prosecution alleging intentional violence, except where the prosecution is of a serving officer of the **policyholder** who is off-duty and not acting in his/her capacity as a police officer, providing that the alleged assault arises out of provocation and the provocation is connected with the member's police duties.

Section 2 - Personal Injury

Legal Expenses incurred in the pursuit of **Legal Proceedings** to recover damages or compensation following any event causing death of or bodily injury to an **Insured Person**.

Provided that the **Insurer** will not indemnify any serving Police Officer who is a member of the **Policyholder** in respect of this section of cover unless the **Legal Proceedings** are not funded by the police federation or the Chief Constable

Section 3 - Residential Protection

Legal Expenses incurred in the pursuit of **Legal Proceedings** following any event causing loss of or damage to the **Home**.

Provided that the **insured event** occurs more than 180 days after the inception of the **Insured's** cover under this policy

Section 4 - Peaceful Occupation

Legal Expenses incurred in the pursuit or defence of **Legal Proceedings** as a result of any cause of action arising out of or relating to alleged infringement of;

- a) the **Insured Person's** legal rights; or
- b) by the **Insured Person** of the legal rights of another person

arising out of or relating to the rightful occupation or ownership by the **Insured Person** of the **Home**.

Provided that the **insured event** occurs more than 180 days after the inception of the **Insured's** cover under this policy

Exclusion

The **Insurer** will not indemnify the **Insured Person** in respect of:

- a) any dispute relating to the letting or subletting of, or a licence to occupy, the **Home**.
- b) any lease tenancy or rental dispute.
- c) any dispute which in the first instance falls within the jurisdiction of the Rent, Rates or Land Tribunals or any appeals therefrom.

Section 5 - Consumer Protection

Legal Expenses incurred in the pursuit or defence of **Legal Proceedings** as a result of any contractual dispute arising out of a contract entered into by an **Insured Person** where the amount in dispute exceeds £50.00 for;

- a) obtaining services including insurance
- b) the sale, purchase or hire-purchase of any personal goods

Exclusions

The **Insurer** will not indemnify the **Insured Person** in respect of:

- a) a contract of insurance dispute relating solely to quantum
- b) a dispute arising from or relating to a contract entered into prior to the inception of the **Insured's** cover under this policy

Section 6 - Data Protection

Legal Expenses incurred in the defence of **Legal Proceedings** taken against the **Insured Person** for compensation under Section 13 of the Data Protection Act 1998.

Section 7 - Uninsured Loss Recovery

Legal Expenses incurred in the pursuit of **Legal Proceedings** to recover uninsured losses incurred as a result of a motor accident causing loss or damage to the **Vehicle**.

Section 8 - Discrimination

Legal Expenses incurred in the defence of civil **Legal Proceedings** brought against the **Insured Person** alleging an infringement of the Race Relations Act 1976 or the Sex Discrimination Act 1975 and/or any amending legislation

Section 9 – District Auditors Enquiries

Legal Expenses incurred in the representation of the **Insured Person** at a public enquiry ordered by the District Auditor

Section 10 – Personal Property

Legal Expenses incurred in the pursuit of **Legal Proceedings** arising from damage to the **Insured Person's** property and pecuniary loss being suffered by the **Insured Person**

Section 11 - Employment

Legal Expenses incurred in the pursuit of **Legal Proceedings** between an **Insured Person** and their employer in respect of a contract of employment dispute.

Exclusion

The Insurer will not indemnify any serving Police Officer who is a member of the **Policyholder** in respect of this section of cover.

Section 12 - Assistance

The provision of professional assistance and guidance to the **Insured Person** in respect of any personal legal or quasi legal problem of the **Insured Person**.

Provided that

- a) **The Insurer** shall be at liberty to procure the provision of such assistance by **Us** to the **Insured Person**.
- b) The assistance will be given via the telephone on request by the **Insured Person**. Any advice comprised within the assistance provided will be confirmed in writing where considered necessary by **Us** or requested by the **Insured Person**.
- c) **The Insurer** will not be liable to the **Insured Person** for any breakdown or failure to provide the said assistance by virtue of any Act of God, strikes, mechanical or technological breakdown or any other matter outside its reasonable control.

Exclusions

- a) **We** shall not be obliged to correspond negotiate or otherwise deal on the **Insured Person's** behalf with any third party.
- b) **We** will not provide assistance on matters relating to a dispute under this policy between the **Policyholder**, any **Insured Person** the **Agent** and **Us**, the **Insurer**, their servants or agents.

EXCEPTIONS

The **Insurer** will not cover an **Insured Person** in respect of:

1. an **Insured Event**
 - a) where the cause of action was complete or the alleged offence was committed prior to the inception of this certificate; or
 - b) reported to **Us** more than six months after its occurrence.
2.
 - a) **Legal Expenses** incurred prior to **Our** written acceptance of the claim; or
 - b) the expenses of an expert witness unless **Our** prior written approval has been received
3. the failure to give proper instructions in due time to the **Appointed Representative**.
4. any delay by the **Insured Person** which in **Our** reasonable opinion is prejudicial to the conduct of the claim.
5. any dispute with the **Insurer** and/or **Us**
6. any **Legal Expenses** incurred in the pursuit or defence of **Legal Proceedings** where the **Insured Person** withdraws from a claim without **Our** prior consent
7. a dispute between any **Insured Persons**.
8. any dispute or claim or prosecution deliberately or intentionally solicited by the **Insured Person**.
9. **Legal Expenses** incurred as a result of delays by the **Insured Person** which are in **Our** opinion prejudicial to the conduct of **Legal Proceedings**
10. **Legal Proceedings** in a constitutional international or supra national Court other than the European Court of Justice and the Commission and Court of Human Rights
11. any matter in respect of which the **Insured Person** is otherwise insured, or but for the existence of this Insurance, would be otherwise insured, or where indemnity is provided by the Chief Constable or Police Federation, or where a Legal Aid certificate has been granted
12. any **Legal Proceedings** relating to or arising from the course of police duty, other than proceedings under Section 1, 6, 8 and 9, (Criminal Prosecution Defence, Data Protection, Discrimination and District Auditors Enquiries) where representation or indemnity is not provided under the rules of the Federation Fund or by the Chief Constable
13. a matrimonial or cohabitation dispute except in so far as any claim relates to a dispute with an **Insured Person's** professional advisors or a criminal prosecution.
14. libel, slander, defamation, verbal injury or malicious falsehood.
15.
 - a) the ownership use or possession wholly or in part of any property or goods for the conduct of any profession, business or trade other than for normal full time employment.
 - b) a contract entered into in connection with the conduct of any profession, business or trade.

16. securities, shares, interests or guarantees in any body corporate or otherwise.
17. patents, copyrights, trade or service marks, registered designs.
18. intellectual property agreements, including secrecy and confidentiality clauses or agreements.
19. subsidence, mining, landslip or heave
20.
 - a) the compulsory purchase, confiscation, nationalisation, requisition or destruction of, or restrictions or controls placed on, or damage to any property; or
 - b) the actual, planned or proposed construction, closing adaptation or repair of roads or bridges; or
 - c) the actual, planned or proposed construction, demolition or adaptation of buildings, housing including the **Home** or other works

by or under the order of any inter-governmental, governmental, public or local authority other than accidental damage arising from such activities.

21. any work carried out in on or for the benefit of land or buildings other than the **Home**.
22. any fines or penalties in any circumstances or damages or compensation awarded against the **Insured Person**.
23.
 - a) the use of a **Vehicle** for racing, rallies or competition.
 - b) the authorised use of a police vehicle in the course of police duty
 - c) the use of a motor vehicle where the insured is in receipt of a motor vehicle allowance.
24. **Legal Costs and Expenses** 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

Equipment includes computers and anything else which has a microchip in it Computers include hardware software data electronic data processing equipment and other computing and electronic equipment linked to a computer Microchips include integrated circuits and microcontrollers Computer viruses include any program or software which prevents any operating system computer program or software working properly or at all

25. claims directly or indirectly caused by or contributed to or arising from:
 - a) ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - b) the radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof;
 - c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

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. Cancellation

The **Policyholder** may cancel this insurance by giving **Us** written instructions and the **Policyholder** will receive a refund of premium for any unexpired period of cover.

We may also cancel the policy by sending 30 days notice by letter to the **Policyholder's** last known address and will make a refund of premium for any unexpired period of cover.

Provided always that no return of premium shall be allowed if the **Insured** has given notification of a claim to us during the **Period of Insurance**.

3. Alteration of Risk

The **Policyholder** must notify **Us** as soon as possible of any alteration in risk which materially affects this insurance.

4. Renewal

If **We** are willing to continue to provide cover and **We** advise the **Insured** beforehand of **Our** renewal terms the **Insured** authorise **Us** to renew this policy and any subsequent policy on expiry in accordance with **Our** renewal terms at that time unless the **Insured** advise **Us** otherwise before the renewal date.

CLAIMS SETTLEMENT CONDITIONS

1. Consent

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 Person** can satisfy Us that

- i) there are reasonable prospects of achieving the remedy or result sought by the **Insured Person**
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 Person's Appointed Representative** as well as that of **Our** own advisers. **We** may require at the **Insured Person's** expense an opinion of Counsel on the merits of **Legal Proceedings**.

If at any time **We** or the **Appointed Representative** consider that the claim or **Legal Proceedings** do not have such prospects, **We** will advise the **Insured Person** in writing and notify the **Insured Person** that the **Insurer's** liability to pay any further **Legal Expenses** will cease 14 days after the **Insured Person** received the notice.

No **Legal Expenses** may be incurred after the **Insured Person** receives the notice unless **We** have given written consent. **We** will not unreasonably withhold **Our** consent, where to do so is likely to prejudice the claim or **Legal Proceedings**.

If the **Insured Person** decides to commence or continue **Legal Proceedings** for which **We** have denied consent on ground 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 Person** must take all reasonable measures to minimise the risk or likelihood of claims, and the cost of **Legal Proceedings**.

3. Arbitration

Any dispute between the **Insured Person** and the **Insurer** in respect of this Policy shall, at the request of either Party, 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 President of 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 Person's** costs shall not be recoverable under this Policy.

4. **Fraudulent Claims**

If any **Insured Person** makes any request for payment under this 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 a dispute then entitlement to all benefits under this policy shall be lost

5. **Notification of Claims**

It is a condition precedent to the **Insurer's** liability that **We** must be notified in writing immediately the **Insured Person** 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 Person**

6. **Appeal Procedure**

If the **Insured Person** wishes to appeal against the judgment of a **Court** reasons must be submitted to **Us** and **Our** consent obtained This application must be sent by recorded delivery at least ten working days before the final date for lodging the appeal **We** will inform the **Insured Person** of **Our** decision

If **We** so require the **Insured Person** must co-operate in an appeal against the judgment of a **Court**

7. **Conduct of Legal Proceedings**

a) **Nomination of the Appointed Representative**

Having received notification from the **Insured Person** of a claim, **We** may make an investigation into the dispute and attempt to achieve a fair settlement, using an external representative where **We** consider it necessary.

The **Insured Person** has the right to nominate a solicitor or appropriately qualified person or firm to act as an **Appointed Representative** in any **Legal Proceedings**. The solicitor, person or firm will be appointed by **Us** in the name of and on behalf of the **Insured Person**.

In nominating the solicitor, person or firm to act as an **Appointed Representative** the **Insured Person** will be subject to the common law duty to mitigate the amount of **Legal Expenses**. Any dispute arising from the **Insured Person's** choice of solicitor, person or firm to act as an **Appointed Representative** may be referred to Arbitration in accordance with Claims Settlement Condition 3

We will have control of the claim, in consultation with the **Appointed Representative** and the **Insured Person** must follow the **Appointed Representative's** reasonable advice. The **Insured Person** must not commence **Legal Proceedings** or take any steps to enter a defence to **Legal Proceedings** received without **Our** written consent. **We** will not unreasonably withhold **Our** consent.

If at any time during the conduct of the claim **We** become aware of a potential conflict of interest, the **Insured Person** will be informed in writing, and has the right to nominate a solicitor or other appropriately qualified person or firm to act as an **Appointed Representative** to take over the conduct of any claim

b) All information to be given to the Appointed Representative

The **Insured Person** will give proper assistance as soon as possible and co-operate fully with **Us**, the **Appointed Representative**, and any counsel which has been appointed by the **Appointed Representative**. This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the **Insured Person's** possession. The **Insured Person** must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested.

The **Insured Person** must keep **Us** or the **Appointed Representative** informed of all developments as soon as possible after these developments arise.

c) Access to the Appointed Representative

We are entitled to obtain from the **Insured Person's Appointed Representative** any information document or advice whether or not privileged relating to a claim under this insurance. On request the **Insured Person** 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) Option to Reimburse

Where in **Our** opinion, **We** or the **Insured Person** would suffer no detriment, **We** may, at **Our** sole discretion, elect to pay the **Insured Person** for the value of goods or services or the claim for damages.

f) Subrogation

Before or after the **Insurer** pays the **Insured Person's** claim under the policy, the **Insured Person** must, if **We** ask, take or allow **Us** to take, in the **Insured Person's** name, all steps needed to enforce the **Insured Person's** rights against any other person, including the defence or settlement of any claim or the pursuit of a claim in any person's name.

g) Offer of settlement

The **Insured** must inform **Us** in writing as soon as an offer to settle **Legal Proceedings** is received or made including a payment into court. The **Insured Person** must not make or authorise any offer to settle the claim which would result in the payment of **Legal Expenses** without **Our** consent. **We** will not unreasonably withhold **Our** 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.

If any offer or payment into court is not accepted by the **Insured Person** and the amount

of this offer or payment is equal to or greater than the total damages which the **Insured Person** is eventually awarded, The **Insurer** will have no liability in respect of **Legal Expenses** which were incurred after the date of such offer or payment into court, unless **We** agree to the continuation of the proceedings

h) Payment of Legal Expenses

The **Insured Person** must not without **Our** written consent enter into any agreement with the **Appointed Representative** as to the payment of **Legal Expenses**

All bills relating to any **Legal Proceedings** which the **Insured Person** receives from the **Appointed Representative** should be forwarded to **Us** without delay

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

If requested the **Insured Person** must ask the **Appointed Representative** to submit the bill of costs for taxation 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 1972

The provision of indemnity for any **Legal Expenses** does not imply that all **Legal Expenses** will be paid If the **Insured Person** is in doubt **We** should be consulted

i) Recovery of costs and expenses

The **Insured** through the **Appointed Representative** shall be responsible for the repayment to the **Insurer Person** of any award of costs in favour of the **Insured Person** or any costs agreed to be paid to the **Insured** as part of any settlement

8. Conditions Applicable To Section 12 - Assistance

- a) The assistance will be provided via the telephone on request by the **Insured Person**. **We** will confirm any legal advice in writing where necessary if requested by the **Insured Person**.
- b) The assistance will be available to the **Insured Person** 24 hours per day, 365 days per year.
- c) The assistance will be provided to the **Insured Person** in confidence and **We** will not, other than by order of **Court**, divulge to the **Policyholder** or any third party any confidential or personal information which may in any way tend to identify any **Insured Person** or lead to disclosure of such **Insured Person's** personal affairs.
- d) All consultants providing the assistance shall (where relevant to the nature of the service) observe the practice rules and professional standards required by the Law Society of England and Wales, of solicitors in private practice, for the time being in force, as the case may be.
- e) Nothing contained in the policy shall preclude any **Insured Person** from seeking legal advice from any other source.
- f) Following termination of this insurance, **We** shall be under no obligation to provide the assistance to any former **Insured Person**.
- g) **We** shall not be obliged to correspond negotiate or otherwise deal on the **Insured Person's** behalf with any third party.
- h) Any delay or failure by either party to enforce any right or obligation under this agreement shall not operate as a waiver of such right.

- i) **We** shall not be liable to the **Policyholder** or **Insured Person** for any breakdown or failure of the service by virtue or force majeure, Act of God, strikes, mechanical or technological breakdown or any other matter outside its reasonable control.
- j) Any dispute between the parties relating to the interpretation or effect of this section shall be referred to arbitration in accordance with Claims Settlement Condition 3
- k) Any notice to be served hereunder shall be given by letter or facsimile transmission addressed to the other party at its last known address and any such notice shall be deemed to have been given at the time at which such letter or facsimile transmission would be delivered in the ordinary course of post or transmission as the case may be.

9. 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 you and agreed by us the law applying to this insurance contract will be the Law of England & Wales

This policy is issued in the United Kingdom by FirstAssist Insurance Services Limited on behalf of Royal & Sun Alliance Insurance plc

FirstAssist Insurance Services Limited, Registered in England & Wales No 04617110
Registered Office at Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU.
FirstAssist Insurance Services Limited is authorised and regulated by the Financial Services Authority

Royal & Sun Alliance Insurance plc No 93792 is registered in England and Wales
Registered Office at St Mark's Court Chart Way Horsham West Sussex RH12 1XL
Royal & Sun Alliance Insurance plc is authorised and regulated by the Financial Services Authority.

10. 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 please contact

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

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.

The FOS is only empowered to consider complaints from holders of personal insurance or those commercial policyholders with a turnover of less than £1 million per annum

Royal & Sun Alliance is a member of the Association of British Insurers whose address is

51 Gresham Street
London
EC2V 7HQ

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