

## 1. What is this Keyfacts document?

This is a summary of the policy cover for the **Officer Members of Strathclyde Police Federation Legal Expenses Insurance Scheme**. It does not include the full terms and conditions of the contract which can be found in the policy document, a copy of which is available on request.

## 2. Who is providing this insurance policy?

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

## 3. What type of insurance policy is this?

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

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

**Officer Members of Strathclyde Police Federation Legal Expenses Insurance Scheme** provides cover for you for legal fees incurred in a wide range of personal legal disputes. Some examples of disputes that could be covered under the policy are: -

- Defending the Beneficiary against prosecution in a court of criminal jurisdiction. Examples of disputes covered include legal proceedings relating to the Beneficiaries employment or under the Race Relations/Sex Discrimination Acts or compensation under the Data Protection Act.
- Personal injury actions in pursuing damages following an injury or accident to the Beneficiary or a member of the Beneficiary's family that was not your fault.
- Pursuit of legal proceedings following any event causing loss of or damage to the Beneficiary's home.
- Pursuit or defence of an alleged infringement of the Beneficiary's legal rights or an alleged infringement by the Beneficiary with regards to the legal rights of another person relating to the occupation of the Beneficiary's home.
- Consumer contract agreements such as a dispute over the Beneficiary's experience of a package holiday or the purchase of a new fridge freezer.
- Pursuit of Legal Proceedings to recover uninsured losses incurred as a result of a motor accident causing loss or damage to the Beneficiary's vehicle.
- Any dispute arising out of a contract for the purchase, hire, hire purchase, insurance, service, repair, testing or sale of a motor vehicle or its spare parts and accessories.
- The professional fees, costs and disbursements of a solicitor which were incurred by the the Beneficiary in obtaining a Grant of Representation to the estate in the UK of a deceased Beneficiary.
- Representation of the the Member under the Mandatory inquiry section of the Fatal Accidents and Sudden Deaths Inquiry (Scotland) Act (and in The Fatal Accidents and Sudden Deaths Inquiry Procedure (Scotland) Amendment Rules) at a Fatal Accident Inquiry which relates to the the Member's death during the course of his/her employment, or an accident where a person has died in legal custody or in the care of the Member in the course of his/her duties.

Under **Officer Members of Strathclyde Police Federation Legal Expenses Insurance Scheme** the limit of indemnity for any one claim is £55,000.

The territorial limits that apply to the scheme are Great Britain, Northern Ireland, the Isle of Man and the Channel Islands apart from disputes relating to uninsured loss recovery, consumer and motor vehicle contracts disputes where the territorial limits are extended to cover Europe and countries bordering and Islands in the Mediterranean Sea. Personal injury disputes are covered in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, countries bordering & Islands in the Mediterranean Sea and, in respect of members of the Policyholder who are required to serve as part of the United Nations Missions, Iraq and Jordan.

## 5. What are the significant and unusual exclusions and limitations?

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

### Summary of Policy Exclusions

We will not pay for;

- Cases without reasonable prospect of success.
- Legal expenses arising from the Beneficiary's intentional wrongdoing.
- Disputes the Beneficiaries were aware of when they applied for **Officer Members of Strathclyde Police Federation Legal Expenses Insurance Scheme**.
- Any costs incurred without our written consent.
- Matters which are covered under other insurances e.g. household, car insurances.
- Defamation actions.
- Disputes between the Beneficiary and / or members of the Beneficiary's family.
- Fines or any other penalties.

In respect of consumer contract or motor contract disputes the amount in dispute must exceed £250.

## **Individual Section Exclusions**

- Uninsured Loss Recovery - Any dispute where the insured does not agree to use the Administrator's claims handling department where litigation is not necessary to resolve the claim.
- Home Rights - Any dispute relating to the letting or subletting of or a licence to occupy the home or any lease tenancy or rental dispute.
- Inheritance - Disputes relating to any estate attracting assessment to Inheritance Tax or its equivalent or any probate or other court fees relating to grant of probate.
- Prosecution - Any prosecution disputes deliberately or intentionally solicited unless the Beneficiary are subsequently acquitted or non-endorsable parking offences.
- Consumer - Any dispute arising from or relating to any work carried out in on or for the benefit of land or building other than the home.
- Fatal Accident - Where the Fatal Accident Inquiry does not relate directly to the Member's duties as a police officer or where the cost of representing the Member is recoverable from or funded by another source.

## **6. What is the duration of the policy?**

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

## **7. What are the cancellation rights?**

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

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

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

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

## **8. How do I notify you of a claim I wish to make?**

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

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

## **9. How do I make a complaint about this insurance policy?**

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

By writing or telephoning;  
FirstAssist Insurance Services Limited  
Customer Relations Department  
Marshall's Court  
Marshall's Road  
Sutton  
Surrey SM1 4DU  
020 8652 1313

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

**Financial Ombudsman Service**  
(Insurance Division)  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Telephone: 0845 080 1800  
Email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

Great Lakes Reinsurance (UK) PLC is a member of the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under its policies. The first £2,000 of a claim is protected in full. Above this threshold, 90% of the remainder of the claim will be met. Further information can be obtained from the Financial Services Compensation Scheme ([www.fscs.org.uk](http://www.fscs.org.uk)).

## **Other Important Information**

FirstAssist Insurance Services Limited is registered in England and Wales No. 04617110. Registered office at Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU.

Great Lakes Reinsurance (UK) PLC is registered in England and Wales No. 2189462. Registered office at 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.

You can check this information on the FSA's Register by visiting the FSA's web site [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 6061234.