

## HSBC Insurance Brokers

### Education Practice

#### Statement of Demands and Needs

The FamilyCover Personal Accident scheme is an annual insurance satisfying the demands and needs of those wishing to be provided with worldwide, 24-hour personal accident protection for themselves and/or members of their families and who also wish to have the option of a Legal Expenses extension.

### FamilyCover Personal Accident scheme – Information sheet

#### About HSBC Insurance Brokers

HSBC Insurance Brokers is authorised and regulated by the Financial Services Authority. You can check this on the FSA's register by visiting the FSA's website <http://www.fsa.gov.uk/register> or by contacting the FSA on 0845 606 1234.

HSBC Insurance Brokers is a member of the HSBC Group of companies. It is ultimately owned and controlled by HSBC Holdings plc. HSBC Holdings plc is also the ultimate parent company of a number of insurance companies around the world.

#### Nature and scope of the service provided by the Education Practice of HSBC Insurance Brokers

In arranging the FamilyCover personal accident cover, and Top-Up personal accident insurance, where applicable, (the Scheme) we have provided information from ACE European Group Limited ("ACE"). In arranging the personal accident insurance we have only considered insurance offered by ACE. The insurer has underwritten the Scheme for some years and we have chosen to stay with them, as we believe the Scheme provides suitable personal accident protection for individuals and/or families. In arranging the legal expenses extension we have considered insurance provided by Great Lakes Reinsurance (UK) PLC ("Great Lakes") arranged through FirstAssist Insurance Services Limited. We have an agreement with these insurers (a "binding authority") that allows us to accept risks and issue policies on their behalf. We were not contractually obliged to place the insurance with these insurers, and neither of these insurers is part of the HSBC Group. If you wish to see the list of underwriters we have considered then please let us know.

We deal with all transactions under the Scheme on a non-advised basis. This means that we will give you sufficient information about the policy (or policies, where applicable) for you to make an informed decision about whether to take out cover. We have not given you specific advice about the policy (or policies, where applicable) being appropriate for your particular needs. However, we are required to take reasonable steps to ensure that you only buy a policy under which you are eligible to claim benefits. We believe that this policy (or policies, where applicable) is suitable but you must read the policy to ensure that it meets your demands and needs.

We will not charge you a fee for our services in connection with any of these policies.

We will hold premium received from you and claims money or return premium received from these insurers for the insurances as agent of the insurers.

If the insurances (including your cover) placed through the relevant binding authority prove profitable to the insurers in respect of a specified annual period then, subject to satisfying certain requirements, we will be entitled to a payment of a profit commission from the insurers. It is not possible to calculate in advance whether we will receive profit commission or, if we do, what the amount will be. However, at your request, we will advise you of the basis upon which it would be calculated if it were to be paid.

We are required to notify you that other taxes or costs may exist which are not imposed or charged by the insurers.

#### Duty to disclose all material facts

You have a duty to disclose all material facts. This means that you must:

- answer the questions accurately when seeking new insurance and when amending or renewing an existing policy
- disclose any information which might influence the insurer in deciding whether or not to accept the risk, what the terms of the policy should be or what premium to charge.

If you fail to disclose all material facts, this may entitle the insurer to cancel the policy from the date it started and/or entitle the insurer not to pay your claims. If you are not sure whether a fact is material, you should disclose it.

#### Personal data

Any information you provide may be held and processed by HSBC Insurance Brokers and the insurer in connection with the cover arranged under the FamilyCover personal accident scheme. Your information will be handled in a confidential manner and in compliance with the Data Protection Act 1998 and HSBC Group's internal standards. It may be used by HSBC Insurance Brokers or the insurers' relevant staff in making a decision concerning a new application or renewal under the scheme, and for servicing any cover including claims handling, which may involve the provision of your information to approved third parties. Full details of our Data Protection policy can be found in the Certificate Wording.

### **If you are not happy with our service**

HSBC Insurance Brokers manage the FamilyCover scheme under a contractual arrangement on behalf of Insurers. Complaints regarding the scheme should be made to the Head of Education Practice, HSBC Insurance Brokers Limited, Education Practice, Capital House, 1-5 Perymount Road, Haywards Heath, West Sussex RH16 3SY. Telephone: 01444 458144 Facsimile 01444 415088 Please quote your certificate number.

Alternatively, you can put your complaint direct to the:

A&H Customer Service Manager  
ACE European Group Ltd  
200 Broomielaw  
Glasgow G1 4RU  
Telephone: 0845 0056  
Facsimile: 01293 597 376

Your complaint will be dealt with fairly, speedily, and in accordance with the FSA rules on complaints handling. However, if following receipt of a final response you are still dissatisfied, you can refer your complaint to the Financial Ombudsman Service within six months of receipt of the final response.

The Financial Ombudsman Service can be contacted at:

South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Telephone: 0845 080 1800  
Facsimile: 0207 964 1001  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **About the insurers**

Each policy and all information relating to it will be supplied in English.

The Personal Accident insurance is underwritten by:  
ACE European Group Limited.  
Registered in England No. 1112892.  
Head Office: ACE Building, 100 Leadenhall Street,  
London EC3A 3BP  
Authorised and regulated by the Financial Services Authority (FSA). Registered number 202803.

The Legal Expenses cover is underwritten by:  
Great Lakes Reinsurance (UK) PLC.  
Registered Office: Plantation Place, 30 Fenchurch Street,  
London EC3M 3AJ  
Authorised and regulated by the Financial Services Authority (FSA). Registration No: 202715  
Full details of all authorisations can be found on the FSA's Register by visiting <http://www.fsa.gov.uk/register> or by contacting the FSA on 0845 606 1234.

### **Financial Services Compensation Scheme**

HSBC Insurance Brokers and the Insurers are members of the Financial Services Compensation Scheme (FSCS) and you may be entitled to compensation if they are unable to meet their liabilities. Compulsory insurance is covered for up to 100% of the claim. General insurance and insurance advising and arranging are covered for 100% of the first £2,000 and 90% of the remainder of the claim. Further information about the compensation scheme can be found on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

Unless otherwise agreed, all policies will be governed by the law of England and Wales

### **Communication language**

By instructing HSBC Insurance Brokers to arrange this insurance you will be deemed to have requested to deal with us in English.

# FamilyCover

## Policy summary



This summary does not contain the full terms and conditions of your Policy. These are contained in the Schedule and Certificate Wording, which together form your Policy.

### keyfacts<sup>®</sup>

#### Insurers

The FamilyCover personal accident insurance is provided by ACE European Group Limited.

#### Cover

The FamilyCover personal accident insurance covers the risk of an accident happening to a person named in the Policy Schedule that results in permanent disability. It provides a lump sum payment that is calculated with reference to a specified table of benefits. It also makes payments for hospitalisation and convalescence where these occur as a result of an accident.

Cover applies for 12 months or for the period as stated in the Policy Schedule.

#### Significant features and benefits

- A tax-free lump sum of up to £100,000, £200,000, £300,000 or £500,000 (depending on the plan selected) is provided for each person insured if he/she suffers an accident that results in permanent disability. This could range from a minor incapacity to total paralysis
- Anyone in a family aged from one month up to 75 years of age can be included
- Cover applies on a worldwide basis, 24 hours a day for the period stated in the Schedule
- There are no restrictions regarding sporting or leisure activities

- Payments for permanent disability are made irrespective of any other person being legally responsible for the accident
- A payment of £30, £40, £50 or £70 (depending on the plan selected) is made for each complete day in hospital following an accident for up to 120 days. If the stay in hospital exceeds 72 hours a further £30, £40, £50 or £70 (depending on the plan selected) a day is paid if convalescence at home is required immediately on leaving hospital. This is paid for a maximum of 90 days.

#### Significant and unusual exclusions or limitations (Cross references refer to the Certificate Wording)

- Permanent disability must be apparent within 104 weeks from the date of the accident (see Cover provided/Definition 4)
- There is no cover for dental injury, suicide, intentionally self-inflicted injury, risks from war, pregnancy or childbirth (see Exclusion 1)
- Any disability which existed prior to an accident happening will be taken into account when calculating the amount to be paid and may reduce the benefit payment (see Provision 4)
- Occupation restrictions apply (see Occupational Restrictions)
- Armed Forces employees are restricted to benefits not exceeding those stated for Plan A (£100,000 maximum benefit) and also non-standard premium rates apply (see Occupational Restrictions).

## Cancellation rights

If you change your mind about buying this policy, you have the right to cancel the cover by returning all documents to HSBC Insurance Brokers Limited, at the address shown below, within 14 days of the confirmation of cover or the receipt of the Policy (whichever is the later) and receive a return of any monies paid. Any additional cancellation procedures are set out in the Policy.

## Making a claim

If an accident happens which is likely to give rise to a personal accident claim, contact:

HSBC Insurance Brokers Limited  
Education Practice, Capital House  
1-5 Perrymount Road  
Haywards Heath  
West Sussex RH16 3SY.

Telephone: 01444 458144

Facsimile: 01444 415088

Please quote your certificate number.

Insurers may require the claimant to be medically examined.

## Complaints procedure

(Following this procedure does not affect the insured person's legal rights)

HSBC Insurance Brokers manage the FamilyCover scheme under a contractual arrangement on behalf of Insurers. Complaints regarding the scheme should be made to HSBC Insurance Brokers using the details provided above.

Alternatively, you can put your complaint direct to the:

A&H Customer Service Manager  
ACE European Group Ltd  
Broomielaw  
Glasgow G1 4RU

Telephone: 0845 841 0056

Facsimile: 01293 597 376

Your complaint will be dealt with fairly, speedily, and in accordance with the FSA rules on complaints handling. However, if following receipt of a final response you are still dissatisfied, you can refer your complaint to the Financial Ombudsman Service within six months of receipt of the final response.

The Financial Ombudsman Service can be contacted at:

South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Telephone: 0845 080 1800

Facsimile: 0207 964 1001

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Financial Services Compensation Scheme

The insurers and HSBC Insurance Brokers are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. For claims against Insurers the first £2,000 of an insurance claim is covered in full, plus 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS on [www.fscs.org.uk](http://www.fscs.org.uk)

## Important notes

This document is a summary only and applies to schools in England and Wales, different arrangements apply to Scottish schools. Any references to any conditions and the cost of cover are correct at the time of going to press. It should, however, be noted that these may be subject to amendment. Full details regarding exact cover, terms, exclusions and conditions are contained in policy documentation which is provided at inception of cover and at renewal. Details are also available on request from HSBC Insurance Brokers, Education Practice. Please read these.

**Legal Expense Extension and Legal Expense Keyfacts documentation  
which follows, is relevant upon manual selection of Legal Expenses  
under the Additional Cover Option on Step 2**

LEGAL EXPENSES EXTENSION  
CERTIFICATE OF INSURANCE



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

In consideration of the **Insured Person** having made a written proposal and declaration to The **Agent** which is incorporated in and forms part of this certificate and having paid or agreed to pay the premium, The **Insurer** agrees to cover The **Insured Person** against **Legal Expenses** incurred occurring within the **Territorial Limits** and during the **Period of Insurance**.

#### DEFINITIONS

##### INSURER

Great Lakes Reinsurance (UK) PLC.

##### WE/US/OUR

FirstAssist Insurance Services Limited, which 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.

Telephone: 020 8652 1313  
Fax: 020 8661 7604

##### AGENT

HSBC Insurance Brokers Limited

##### INSURED PERSON

The person or persons named on the schedule and to whom a certificate been issued by the **Agent**.

##### APPOINTED REPRESENTATIVE

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

##### ANY ONE CLAIM

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

##### LEGAL PROCEEDINGS

The pursuit of legal disputes.

##### TERRITORIAL LIMITS

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Andorra, Austria, Belgium, The Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Monaco, the Netherlands, Norway, Poland, Portugal, the Republic of Ireland, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey.

##### 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 Person** 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 certificate during any one **Period of Insurance** in respect of **Any One Claim** shall not exceed £50,000 and £250,000 in the aggregate.

##### PERIOD OF INSURANCE

The period specified in the Schedule of Insurance.

##### COURT

A **Court**, tribunal or other competent authority.

##### COVER

The **Insurer** will indemnify the **Insured Person** up to the **Limit of Indemnity** in respect of **Legal Expenses** which relate to any **Legal Proceedings** brought by the **Insured Person** within the **Territorial Limits** and notified to Us during the **Period of Insurance** in respect of the pursuit of a civil claim by the **Insured Person** arising from the death of or bodily injury to the **Insured Person**.

##### EXCLUSIONS

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

1. any claim where there are not reasonable prospects of successfully pursuing 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 and which the **Insured Person** knew or ought reasonably to have known was likely to give rise to **Legal Proceedings** by or against the **Insured Person**;
4. any **Legal Expenses** incurred without **Our** written consent;
5. any claim where a reasonable estimate of the **Insured Person's** total **Legal Expenses** is greater than the amount in dispute;
6. any **Legal Proceedings** which arise from anything the **Insured Person** did recklessly or deliberately;
7. any **Legal Proceedings** in respect of which the **Insured Person** is or but for the existence of this insurance would be entitled to indemnity under any other insurance;
8. a dispute with Us that is not dealt with under Condition 3;
9. 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;

#### CONDITIONS

##### 1. Due Observance

The due observance of and compliance with the terms, provisions and conditions of this certificate, insofar as they relate to anything to be done or complied with by the **Insured Person**, shall be conditions precedent to any liability of the **Insurer** to make any payment hereunder.

##### 2. Reasonable Care

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

##### 3. Arbitration

Any dispute between the **Insured Person** 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 Person's** costs shall not be recoverable under the certificate.

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

## CLAIMS SETTLEMENT CONDITIONS

### 1. Notification of Claims

We must be notified in writing within thirty days of the **Insured Person** becoming aware of any event which has given or may give rise to **Legal Proceedings** involving the **Insured Person**.

### 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 Person** can satisfy Us that:

- a) there are reasonable prospects of successfully pursuing 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 Person's** expense the opinion of the **Appointed Representative** and, in some cases, an opinion of Counsel on the merits of **Legal Proceedings**.

The **Insurer** may discontinue indemnity if, during the **Legal Proceedings**, We consider that reasonable prospects of successfully pursuing the **Legal Proceedings** no longer exist.

### 3. Minimising Claims or Legal Proceedings

The **Insured Person** 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 g) below, We may take on and conduct, in the **Insured Person's** name, any negotiations on the **Insured Person's** behalf. The **Insured Person** must agree to a settlement which is reasonable.

If We agree that **Legal Proceedings** are necessary, but We are not able or the **Insured Person** does not wish Us to act for him, We will agree with the **Insured Person** 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 Person**, who can choose an **Appointed Representative** from this shortlist. If the **Insured Person** prefers not to use an **Appointed Representative** from this shortlist, We will consider the **Insured Person's** choice. The **Insured Person** 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 Person** 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 Person** has suggested, but We will explain why.

If We cannot agree on a representative, the **Insured Person** can take the matter to an independent arbitrator. This process is set out in Condition 3. Any **Appointed Representative** chosen is appointed to act for the **Insured Person**.

If We and the **Insured Person** cannot agree whether **Legal Proceedings** are necessary, the **Insured Person** can take the matter to an independent arbitrator. This process is set out in Condition 3.

#### b) Action We may take

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

- if the dispute is for an amount which is under £1,000 or if the dispute could be dealt with by the Small Claims Court;
- if the **Insured Person** takes legal action against someone without Our agreement, or in a different way from that advised by the **Appointed Representative**;
- if the **Insured Person** does not give proper instructions to the **Appointed Representative** or barrister in time;
- if the **Insured Person** causes a delay and the **Appointed Representative** thinks it will harm the **Insured Person's** case.

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

#### c) All information to be given to the Appointed Representative

The **Insured Person** 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 Person's** possession. The **Insured Person** 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 Person's** **Appointed Representative** any information document or advice, whether or not privileged, relating to a claim under this certificate. On Our request, the **Insured Person** 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 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. If We so require the **Insured Person** must co-operate in an appeal against the judgment of a **Court**.

#### g) Offer of settlement

The **Insured Person** must inform Us in writing as soon as an offer to settle **Legal Proceedings** is received, including a payment into **Court**. The **Insured Person** 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 **Insured Person's** interest in the recovery of costs. If the **Insured Person** unreasonably withholds agreement to a settlement We reserve the right to withdraw Our support.

#### h) 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 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 1972.

The provision of any **Legal Expenses** does not imply that all **Legal Expenses** will be paid. If the **Insured Person** is in doubt We should be consulted. The **Insured Person** must not without Our written consent enter into any agreement with the **Appointed Representative** as to payment of **Legal Expenses**.

#### i) Recovery of costs and expenses

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

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

If the **Insured Person** withdraws from the **Legal Proceedings** or stops the action without Our permission, unless the **Insured Person** has done this on the written advice of the **Appointed Representative**, the **Insured Person** 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.

## Legal Advice

The legal expenses insurance arranged through FirstAssist Insurance Services Limited entitles you to unrestricted access to a team of qualified advisers who will assist you with any personal legal advice.

Advice can be obtained at any time during the day or night, 365 days a year on any personal legal matter through FirstAssist Insurance Services Limited on 0870 024 0556 quoting scheme number PLE00171989.

## 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 as follows.

- a) If you are applying for insurance protection as a private individual the law applicable to that part of the United Kingdom Channel Islands or Isle of Man in which you or the first named policyholder normally resides or
- b) If you are applying for insurance protection in your capacity as a sole trader the law applicable to that part of the United Kingdom Channel Islands or Isle of Man in which you have your principal place of business or
- c) If neither of the above applies the Law of England & Wales

This insurance is issued in the United Kingdom by FirstAssist Insurance Services Limited, and underwritten by Great Lakes Reinsurance (UK) PLC.

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.

## FSCS Information

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

## What are the cancellation rights?

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

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

To cancel the policy you should contact HSBC Insurance Brokers Ltd.

On receipt of your notice, any premiums already paid will be refunded, except when you have already made a claim on the insurance.

## Complaints Procedure

As a customer of FirstAssist, you have the right to expect the best possible service and support. If We have not delivered the service that you expect or you are concerned with the service provided, We would like the opportunity to put things right.

## Our complaints process

In Our experience many problems can be resolved by speaking to the staff directly responsible for the handling of your policy or claim. They will do their best to address the problem and in our experience most issues can be resolved satisfactorily at this stage.

When you contact Us We promise to;

- fully investigate your complaint
- keep you informed of progress
- do everything possible to resolve your complaint
- learn from our mistakes
- use the information from your complaint to proactively improve Our service in the future.

If your complaint is not resolved or if you are unhappy with Our response, then you can progress your complaint with Our Customer Relations Team.

They will carry out a separate investigation and full review that will be concluded by us issuing a final response letter. We will issue Our final response within eight weeks of your original complaint. If it is not possible to issue Our response within this timescale We will write to you explaining why.

Customer Relations Office  
FirstAssist Insurance Services Limited  
Marshall's Court  
Marshall's Road  
Sutton  
Surrey  
SM1 4DU  
Telephone: 020 8652 1313  
Fax: 020 8661 7604  
Email: [corporate.info@firstassist.co.uk](mailto:corporate.info@firstassist.co.uk)

What to do if you are still not satisfied.

If you are still not satisfied with Our response then you may be able to refer your complaint to the Financial Ombudsman Service. You must approach the Financial Ombudsman Service within 6 months of Our final response to your complaint. We will remind you of the time limits in Our final response.

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

## Your rights

We must accept the Ombudsman's final decision, but you are not bound by it and may take further action if you wish.

Your rights as a customer to take legal action remain unaffected by the existence or use of Our complaints procedure. However the Financial

Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Please note that the Financial Ombudsman Service will only consider complaints if you are a private policyholder, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million.

### 1. What is this Keyfacts document?

This is a summary of the cover for the **HSBC Insurance Brokers Ltd Legal Expenses Insurance Extension**. It does not include the full terms and conditions of the contract which can be found in the certificate wording, a copy of which is available on request.

### 2. Who is providing this insurance?

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

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

This is a legal expenses insurance that, subject to the terms, conditions and exclusions contained in the certificate wording, will meet your legal costs in pursuing a legal action.

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

Under the **HSBC Insurance Brokers Ltd Legal Expenses Insurance Extension** we will indemnify the insured person in respect of legal expenses that they incur, subject to the terms, conditions and exclusions of the extension, for the pursuit of compensation and/or damages arising from bodily injury to or death of the insured person.

Under the **HSBC Insurance Brokers Ltd Legal Expenses Insurance Extension** there is a limit of indemnity of £50,000 for any one claim and an aggregate limit of £250,000 in any one period of insurance.

The territorial limits that apply to the cover are The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Andorra, Austria, Belgium, The Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Monaco, the Netherlands, Norway, Poland, Portugal, the Republic of Ireland, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey.

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

All insurances contain exclusions and limitations. Exclusions are the events that we do not intend to cover under the insurance. 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 **Exclusions** section in the certificate wording.

#### Summary of Exclusions

We will not pay for;

- Cases without reasonable prospect of success.
- Legal expenses arising from the policyholder's intentional wrongdoing.
- Disputes you were aware of or should have been aware of when you applied for the **HSBC Insurance Brokers Ltd Legal Expenses Insurance Extension**.
- Any costs incurred without our written consent.
- Matters which are covered under other insurances.

### 6. What is the duration of the insurance?

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

### 7. What are the cancellation rights?

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

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

To cancel the policy you should contact HSBC Insurance Brokers Ltd.

On receipt of your notice, any premiums already paid will be refunded, except when you have already made a claim on the insurance.

### 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?

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.