



Police Officers  
Legal Assistance



## POLICE OFFICERS LEGAL ASSISTANCE

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **We** act.

If **You** make a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a **Conflict of Interest** arises. Where, following the start of court proceedings or a **Conflict of Interest** arising, **You** want to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**.

The insurance covers **Advisers' Costs** and other costs and expenses as detailed under the separate sections of cover, up to the **Limit of Indemnity** where:-

a) The **Insured Incident** takes place in the **Insured Period** and within the **Territorial Limits**

and

b) The **Legal Action** takes place in the **Territorial Limits**

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## IMPORTANT CONDITIONS

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'General Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

### Prospects of Success

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not more than a 50% chance of success then **We** may decline or discontinue support for **Your** case. This condition does not apply to Crime – Pre Charge Interview and Post Interview, Magistrates Court and Crown Court.

### Proportional Costs

An estimate of the **Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

### Duty of Disclosure

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

### Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

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## ASSISTANCE HELPLINE SERVICES

### Legal and Tax Helpline: 0344 770 1058

Use the 24 hour advisory service for telephone advice on any private legal or taxation matter of concern to you in the United Kingdom, Channel Islands and Isle of Man.

When you call say that you are a member of your Police Federation Legal Expenses Scheme, or that you are a member of his or her family. **We** will ask you for a brief summary of the problem and pass these details on to an **Adviser** who will return your call.

This helpline is available to anyone belonging to the main household over 18 years of age

### **Lifestyle Counselling Helpline & Online Support Service**

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists will help you deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting your general wellbeing.

Counsellors and information specialists are also trained to help you with practical problems like debt.

The helpline is complemented by a comprehensive online information and support service, through which you can access information and advice on a range of issues and problems which often impact on everyday life. Topics are diverse and include relationships, childcare issues, consumer issues, stress, health and fitness. Information is updated regularly by a team of experienced counsellors and information specialists.

You can access the Lifestyle Counselling Helpline on **0800 177 7894** or you can access the Online Support Service by visiting [www.arclegal.co.uk/carefirst](http://www.arclegal.co.uk/carefirst) where you will be required to enter a username and password which is available from your federation.

This service is available to anyone belonging to the main household over 18 years of age

### **Arc Legal Document Service**

As an addition to your Legal Expenses cover, you have access to **Our** Legal Document Service.

This will provide you with:

- Access to a range of legal document templates
- A step by step walkthrough to assist you in completing the documents

The service can be accessed by visiting [www.arclegal.co.uk/legaldocuments](http://www.arclegal.co.uk/legaldocuments) where you can register your details using the voucher code available from your Federation.

This service is available to the **Member** and partner living with the **Member**

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## **DEFINITIONS**

<b>Adviser</b>	<b>Our</b> specialist panel solicitors or their agents appointed by <b>Us</b> to act for <b>You</b> , or, and subject to <b>Our</b> agreement, where court proceedings have been started or a <b>Conflict of Interest</b> arises, another legal representative nominated by <b>You</b> .
<b>Advisers' Costs</b>	Legal or accountancy fees and disbursements incurred by the <b>Adviser</b> or other legal representative with <b>Our</b> prior written authority. Third party's costs shall be covered if awarded against <b>You</b> in a civil court and paid on the standard basis of assessment.
<b>Conflict of Interest</b>	There is a <b>Conflict of Interest</b> if <b>We</b> administer and / or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
<b>Data Controller</b>	The party which determines the purpose for, and the manner in, which personal data are, or are to be processed
<b>Data Protection Legislation</b>	The relevant <b>Data Protection Legislation</b> in force within the <b>Territorial Limits</b> where this cover applies, at the time of the <b>Insured Incident</b>
<b>Disclosure Breach</b>	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.
<b>H M Revenue and Customs Full Enquiry</b>	An enquiry under Section 9A of the Taxes Management Act 1970 into <b>Your</b> Personal income or gains.
<b>Identity Fraud</b>	A person or group of persons knowingly using a means of identification belonging to <b>You</b> without <b>Your</b>

knowledge or permission with intent to commit or assist another to commit an illegal act.

**Insurer** AmTrust Europe Limited.

**Insured Incident** The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **Insured Incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

In a claim arising from **Identity Fraud** the **Insured Incident** is a single act or the start of a series of single acts against **You** by one person or group of people.

In a claim arising from an **H M Revenue and Customs Full Enquiry**, the **Insured Incident** shall be deemed to be the date H M Revenue and Customs issue a formal notice to **You** notifying of a full enquiry into **Your** non-business affairs.

In a claim arising from a prosecution the **Insured Incident** is the date on which **You** are formally interviewed with regard to, or otherwise made aware of, the allegation that **You** have committed a criminal offence or **You** are charged with a criminal offence whichever happens first.

In a claim arising from a disciplinary hearing, the **Insured Incident** is the date on which **You** are formally advised that **You** will be subject to a disciplinary action.

**Insured Period** Any month which **You** have paid a premium for.

**Legal Action(s)** As defined within the individual sections of cover to include:

- The pursuit or defence of civil legal cases for damages or injunctions, or
- The defence of criminal and motor prosecutions and representation at disciplinary hearings or actions arising from the theft of **Your** vehicle's identity

**Limit of Indemnity** The maximum payable in respect of an **Insured Incident** is stated below:

<b>1a Pre Charge, ii) Post Interview</b>	<b>An inner limit of £1,000 or 5 hours of Adviser's time, whichever is the greater</b>
<b>2. Disciplinary Hearings</b>	<b>£20,000</b>
<b>7. Personal Injury</b> where the <b>Insured Incident</b> occurs within the European Economic Area (EEA), The Channel Islands, The Isle of Man, Andorra, Gibraltar, Monaco, San Marino, Switzerland and Turkey	<b>£100,000</b>
<b>7. Personal Injury</b> where the <b>Insured Incident</b> occurs in the rest of the World	<b>£25,000</b>
<b>8. Employment Disputes</b>	<b>£25,000</b>
<b>All other sections of cover</b>	<b>£100,000 unless the matter proceeds to Crown Court where the cover will be unlimited, but no more than the maximum contribution authorised by the relevant body under the Crown Court means Testing scheme</b>

**Member** The individual for whom a premium has been paid to **Us** who is either:

- A police officer who is a member of the Police Federation
- A retiree who is a former member of the Police Federation
- A police officer above the rank of Chief Inspector who was formerly a member of the Police Federation
- A civilian employee of the police service
- An employee of the Police Federation
- A Special Constable

**Standard Advisers' Costs** The level of **Advisers' Costs** that would normally be incurred in using a nominated **Adviser** of **Our** choice.

**Territorial Limits For Personal Injury:**

Worldwide

**For all other sections:**

Great Britain and Northern Ireland, and, provided **Your** principal place of residence remains within Great Britain and Northern Ireland:

The rest of the EEA, The Isle of Man, The Channel Islands, Andorra, Gibraltar, Monaco, San Marino, Switzerland and Turkey.

**We/Us/Our** Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the **Insurer**.

**You / Your / Insured Person**

As defined in this table:

The Sections of Cover	Who is covered
2, 3, 4, 5, 6, 10, 11, 16	The <b>Member</b>
1a, 1c, 15	The <b>Member</b> and partner living with the <b>Member</b>
7, 8, 9, 12, 13, 14, 17, 18, 19, 20	The <b>Member</b> and partner living with the <b>Member</b> and their family members normally living with them in their main home including children temporarily away from the home at school or university
1b – Motor and Non-Motor Prosecutions	The <b>Member</b> and partner living with the <b>Member</b>
1b – Motor Prosecutions only	The <b>Members'</b> family normally living with the <b>Member</b> in their main home including children temporarily away from the home at school or university

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## THE SECTIONS OF COVER

### 1a Crime – Pre Charge

#### i) Interview

##### What is insured

If **You** are asked to attend an interview with the police to do with an event which might lead to **You** being cautioned or charged with a criminal offence, the **Insurer** will pay **Advisers' Costs**, for **You** to see an **Adviser** before the interview takes place, and for representation at the interview itself where the relevant body refuses to fund representation by the **Adviser**.

#### ii) Post Interview

##### What is insured

If, following an interview under caution **You** are not charged with a criminal offence straight away, but there is a possibility that **You** may be at a later date, and it is necessary for **You** to consult with an **Adviser** to protect **Your** interests, the **Insurer** will pay **Advisers' Costs** for **You** to see an **Adviser**.

##### What is not insured:-

Claims made by a police officer above the rank of Chief Inspector where the alleged offence arises from the **Insured Person's** duties as a police officer

## 1b Crime – Magistrates Court

### What is insured

**Advisers' Costs** to defend a **Legal Action** in Magistrates Court after any event which results in criminal proceedings being brought against **You**, including making an appeal against **Your** conviction or sentence. Pleas in mitigation are covered where there is a reasonable prospect of such a plea materially affecting the likely outcome and when it is in the public interest to do so.

### What is not insured:-

#### Claims

- a) Arising from parking offences which **You** do not get penalty points on **Your** licence for
- b) Made by a police officer above the rank of Chief Inspector where the alleged offence arises from the **Insured Person's** duties as a police officer
- c) Where **You** had a previous insurance policy that will still provide cover for the alleged incident

## 1c Crime – Crown Court

### What is insured

If **You** are committed to stand trial in a Crown Court the **Insurer** will pay a sum equal to any assessed income based contribution payable towards the costs of **Your** defence incurred under the Crown Court Means Testing scheme limited to the amount which **You** would be assessed as being required to pay in the absence of this insurance contract. For the avoidance of doubt, neither **Our** resources, the resources of the **Insurer** or the resources of any other party involved in the provision of this insurance are otherwise available to **You** in order to meet such costs as **You** may be assessed as being required to pay under the Crown Court Means Testing scheme.

Where **We** believe that it is not appropriate to apply for legal aid **We** reserve the right to fund **Your** defence by other means.

### What is not insured:-

Any amount **You** are ordered to pay in excess of the pre-conviction income based contribution under the Crown Court Means Testing scheme

#### Claims

- a) Arising from any action brought against **You** under the terms and/ or conditions of or for the breach of the terms and/ or conditions of a Representation Order Under the Crown Court Means Testing scheme
- b) Where **You** do not apply for a Representation Order under the Crown Court Means Testing scheme, unless agreed otherwise by **Us**
- c) Where **You** do not provide information requested under the Crown Court Means Testing scheme
- d) Where **You** do not keep to the terms of the Representation Order
- e) Where **You** do not use an **Adviser** that can act under the terms of a Representation Order under the Crown Court Means Testing scheme unless agreed otherwise by **Us**
- f) Made by a police officer above the rank of Chief Inspector where the alleged offence arises from the **Insured Person's** duties as a police officer
- g) Where **You** had a previous insurance policy that will still provide cover for the alleged incident

## 2. Disciplinary Hearings

### What is insured:-

- a) If **You**, as a police officer are being investigated for Gross Misconduct, the **Insurer** will pay for legal advice in appropriate cases, where authorised to do so by the Police Federation Joint Branch Board in consultation with **Us**
- b) **Advisers' Costs** to prepare for and represent **You** as a police officer at the Gross Misconduct Hearing or a Police Appeals Tribunal following a disciplinary procedure

### What is not insured:-

Claims made by a police officer above the rank of Chief Inspector

## 3. IOPC Complaints

### What is insured

**Advisers' Costs** to represent **You** in an investigation by the Independent Office for Police Conduct provided that the investigation occurs when **You** are an employee of the police service.

### What is not insured:-

Claims made by a police officer above the rank of Chief Inspector

## 4. Representation at Public Enquiries and Inquests

### What is insured

- a) **Advisers' Costs** to represent **You** at a public enquiry ordered by the District Auditor.
- b) **Advisers' Costs** to represent **You** at an inquest when **You** have been called to appear as a witness and **We** agree that representation is necessary to protect **Your** interests.

### What is not insured:-

#### Claims

- a) made by a police officer above the rank of Chief Inspector
- b) to represent **You** at an enquiry or inquest which does not relate to defending **You** in **Your** capacity as a police officer

## 5. Discrimination

### What is insured

**Advisers' Costs** to defend a **Legal Action** following an event which results in civil proceedings being brought against **You** for discrimination at work.

**We** will also pay any award **You** are ordered to pay by a court or tribunal, to the person who brought the action against **You** up to a maximum of £5,000.

### What is not insured:-

Claims made by a police officer above the rank of Chief Inspector

## 6. Fund Trustees

### What is insured

**Advisers' Costs** to defend a **Legal Action** following an event which results in civil proceedings being brought against **You** in respect of any act or omission or alleged act or omission as a trustee of a fund set up by **Your** employer

## 7. Personal Injury

### What is insured

**Advisers' Costs** to pursue a **Legal Action** for financial compensation for damages following an incident resulting in personal injury or death against the person or organisation directly responsible.

### What is not insured:-

#### Claims

- a) Arising from illness, personal injury or death which is caused gradually or is not caused by a specific event
- b) Where the damages **You** are claiming are below the small claims track limit
- c) Arising out of **Your** work as a police officer
- d) To defend any **Legal Action** against **You**

## 8. Employment Disputes

### What is insured

**Advisers' Costs** to pursue a **Legal Action** against **Your** employer for a breach of **Your** contract of employment

### What is not insured:-

#### Claims

- a) For anything arising from or relating to **You** being, or having been, a police officer
- b) To defend any **Legal Action** against **You**
- c) Arising from any dispute which is only about the amount of redundancy pay
- d) For anything to do with subcontracting or a contract for services if **You** are self-employed

## 9. Consumer Disputes

### What is insured

**Advisers' Costs** to pursue or defend a **Legal Action** following a breach of a contract **You** have for buying, selling or renting goods or services for **Your** private use including the purchase and sale of **Your** main home.

#### What is not insured:-

##### Claims

- a) Where the dispute is to do with a contract **You** entered into before the start of this policy. (This does not apply if **You** had this cover under another insurance policy up to the date this policy started)
- b) Where the amount in dispute is less than £50
- c) Where there is a dispute with an insurer or other financial services supplier arising from the sale or performance of products and services or the amount of money or other compensation due under an insurance policy

## 10. Property Disputes

#### What is insured

**Advisers' Costs** to pursue or defend a **Legal Action** following the infringement of **Your** legal rights in relation to **Your** main home, or the alleged infringement by **You** of the legal rights of another person in relation to **Your** ownership or occupation of **Your** main home.

#### What is not insured

Claims arising from divorce or matrimonial matters

## 11. Tenancy Dispute

#### What is insured

**Advisers' Costs** to pursue a **Legal Action** following **Your** unlawful eviction from a property occupied by **You** under an Assured Shorthold Tenancy. Cover under this section applies to **Your** permanent home, and to any other property occupied by **You** on a temporary basis.

#### What is not insured:-

##### Claims

- a) To do with the non-payment of rent
- b) To defend any **Legal Action** against **You**

## 12. Property Damage and Motor Uninsured Loss Recovery

#### What is insured

**Advisers' Costs** to pursue a **Legal Action** for financial compensation against a person or organisation that causes physical damage to:

- a) **Your** main home; or
- b) **Your** personal effects; or
- c) **Your** vehicle resulting in **You** incurring uninsured losses

#### What is not insured

##### Claims

- a) Arising out of a contract **You** have with another person or organisation
- b) Where **Your** motor insurers repudiate the motor insurance policy or refuse indemnity
- c) To defend any **Legal Action** against **You**

## 13. Tax

#### What is insured

**Advisers' Costs** incurred by an Accountant if **You** are subject to an **H M Revenue and Customs Full Enquiry** into **Your** personal Income Tax position.

#### What is not insured:-

##### Claims

- a) For anything to do with allegations of criminal activities by **You**
- b) For anything to do with investigations by HM Revenue and Customs Special Compliance Office or Special Investigations Section
- c) For anything to do with **Your** business activities unless it is about:
  - i) **Your** wages or salary as an employee; or
  - ii) **Your** letting of a residential property and **You** are letting only one property at any one time
- d) For any appeal following a full enquiry which started before **Your** policy started
- e) For any appeal following a full enquiry if **You** are only being investigated because **You** have been investigated before

## 14. Data Protection

### What is insured

**Advisers' Costs** to defend a **Legal Action** following an event which results in civil proceedings being brought against **You** as a **Data Controller** over the way **You** have kept or used personal information about another person or organisation.

## 15. School Admission Disputes

### What is insured

**Advisers' Costs** in a **Legal Action** to appeal against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to conform with its published admission policy, which leads to **Your** child or children being refused entry at the state school of **Your** choice.

### What is not insured:-

#### Claims

- a) Arising where examinations or other selection criteria are part of the acceptance process
- b) Where the process for appealing against the decision to refuse a place at the school has not been adhered to
- c) Where the child has been suspended, expelled or permanently excluded from another school

## 16. Probate

### What is insured

**Advisers' Costs** to pursue a **Legal Action** by **You** in respect of a probate dispute involving the will of **Your** deceased parents, grandparents, children, step-children or adopted children where **You** are contesting a will as a named beneficiary or as a member of a class of beneficiaries with an immediate interest.

### What is not insured:-

Claims arising from any dispute or costs where a will has not been previously made or concluded or cannot be traced (Intestate)

## 17. Personal Identity Fraud

### What is insured

**Advisers' Costs** in a **Legal Action** in respect of **Insured Incidents** arising from **Identity Fraud**:-

- a) To deal with all organisations that have been fraudulently applied to for credit, goods or services in **Your** name or which are seeking monies or have sought monies from **You** as a result of **Identity Fraud**
- b) In order to liaise with credit referencing agencies and all other relevant organisation on **Your** behalf to advise that **You** have been the victim of **Identity Fraud**
- c) To defend **Your** legal rights and/or take reasonable steps to remove County Court Judgments against **You** that have been obtained by an organisation that **You** are alleged to have purchased, hired or leased goods or services from. Cover is only available if **You** deny having entered in to the contract and allege that **You** have been the victim of **Identity Fraud**

### What is not insured:-

#### Claims

- a) Where **You** have not been the victim of **Identity Fraud**
- b) Where **You** have been reckless in failing to protect **Yourself** from **Identity Fraud**, examples include but are not limited to:
  - i) sharing pin numbers or passwords
  - ii) failing to properly dispose of personal information
- c) Where the **Identity Fraud** has been carried out by somebody living with **You**
- d) For **Advisers' Costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss
- e) For any losses other than **Advisers' Costs** incurred by **You** as a result of **Identity Fraud**

**You** must agree to be added to the Credit Industry Fraud Avoidance System (CIFAS) Protection Register if **We** recommend it.

## 18. Motor Insurer Database Disputes

### What is insured

**Advisers' Costs** to represent **You** in a dispute which **You** have with the police or other public agency if a vehicle owned by **You** is seized following a failure in communication between **Your** motor insurance representative and the Motor Insurance Database, which results in incorrect information about **You** or the vehicle being recorded on that database.

## 19. Social Media Defamation

### What is insured

Following defamatory comments made about **You** through a social media website, **Advisers' Costs** to write one letter to the provider of the Social Media website requesting that the comments are removed. Where the authors' identity of the defamatory comments is known, **You** are also covered for **Advisers' Costs** to write one letter to the author requesting that the comments are removed from the social media website.

### What is not insured:-

Claims where **You** are not aged 18 years or over.

## 20. Vehicle Cloning

### What is insured

**Advisers' Costs** to defend a **Legal Action** arising from use of the identity of a vehicle owned by **You** by another person or organisation without **Your** permission.

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## GENERAL EXCLUSIONS

### 1. There is no cover: -

- a) Where **You** are entitled to funding for legal assistance from the Police Federation under Fund Rules or otherwise, from the Police Service, the chief officer, the Home Office, a trade union, or an employer
- b) Where the claim is false or fraudulent
- c) Where an estimate of **Your Advisers' Costs** is more than the amount in dispute
- d) Where **Advisers' Costs** or any other costs and expenses are incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- e) For claims over loss or damage where that loss or damage is covered under another insurance
- f) For claims made by or against:
  - i) **Us**;
  - ii) The **Adviser**;
  - iii) The legal representative nominated by **You** but whose costs are being paid for by **Us**;
  - iv) The insurance intermediary through whom this policy has been arranged;
  - v) The Police Federation that arranged this policy or;
  - vi) The Police Federation of England and Wales
- g) For the costs of any legal representative other than those of the **Adviser**
- h) Where **You** fail to comply with the Conditions of this insurance
- i) Where **You** should have known when **You** entered into this insurance scheme that the circumstances leading to a claim under this insurance already existed

### 2. There is no cover for any claim directly or indirectly arising from: -

- a) Constructing buildings or altering their structure unless the work is for the benefit of **Your** main home
- b) A dispute between **You** and someone **You** live with or have lived with other than a claim arising from personal injury following an accident involving a motor vehicle
- c) Any **Insured Incident** intentionally brought about by **You** or any prosecution deliberately solicited by **You**
- d) A lease or licence to use property or land other than under the Tenancy Dispute section of cover
- e) A venture for gain by **You** or **Your** business partners other than claims under Employment Disputes
- f) An application for a judicial review
- g) Works undertaken or to be undertaken by or under the order of any government or public or local authority
- h) Ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
- i) The radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment
- j) War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- k) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
- l) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
- m) Land slip meaning downward movement of sloping ground
- n) Mining or quarrying

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## CONDITIONS

### 1. Cancellation

This insurance is included as part of a package of cover which is provided by **Your** Police Federation. If **You** would like to cancel **Your** membership of the Group Insurance Scheme please contact **Your** Police Federation.

**We** may cancel the insurance by giving fourteen days notice in writing to **You** via **Your** Police Federation.

**We** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a) Where **We** have a reasonable suspicion of fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

## 2. Claims

- a) **You** must notify claims as soon as reasonably possible once **You** become aware of the **Insured Incident** and within no more than 180 days of **You** becoming aware of the **Insured Incident**. For claims relating to **Identity Fraud**, these must be reported within 45 days of **You** becoming aware of the **Insured Incident**. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced (see "How to Make a Claim" below). **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Legal Action**.
- b) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **Conflict of Interest** arises, and **You** wish to nominate an **Adviser** to act for **You**, **You** may do so. Where **You** have elected to use an **Adviser** of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- c) The **Adviser** will:-
  - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
  - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
  - iii) Keep **Us** advised of **Advisers' Costs** incurred.
  - iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
  - vi) Attempt recovery of costs from third parties.
- d) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- e) The **Insurer** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are reasonable prospects of success.
- f) **You** shall supply all information requested by the **Adviser** and **Us**.
- g) **You** are responsible for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid under this insurance will be reimbursed by **You**.
- h) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

## 3. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either **You** or **Us** the arbitrator will decide how the costs are shared.

## 4. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

If **You** obtain an opinion from a solicitor or barrister appointed by **You** who believes that **Your** case has reasonable prospects as defined in Condition 4 above and the **Adviser** appointed by **Us** does not agree with that opinion **We** will appoint an independent barrister to assess the case. If the barrister's view supports **Our** opinion then **We** will decline to provide any further support. If the barrister's view supports **Your** opinion then **We** will accept the claim subject to all other terms and conditions of the policy. The costs of the barrister's assessment will be met by **Us** at all times.

## 5. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

## 6. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

## 7. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve

the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

## 8. Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known.

## 9. Fraud

In the event of fraud, **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) Will no longer be liable to **You** in any regard after the fraudulent act.

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## CUSTOMER SERVICES INFORMATION HOW TO MAKE A CLAIM

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the Legal Helpline.

**We** will send **You** a claim form which must be returned promptly with all relevant information.

Alternatively **You** can complete and submit **Your** claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre).

If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

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## Privacy and Data Protection Notice

### ■ Data Protection

**We** on behalf of the **Insurer** are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation**. Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit [www.arclegalassistance.co.uk](http://www.arclegalassistance.co.uk)

### ■ Personal Data (How **We** use it and who **We** share it with)

**We** may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

### ■ Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

### ■ Disclosure of **Your** Personal Data

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, or as otherwise required by law.

### ■ **Your** Rights

**You** have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any **Data Controller** and to lodge a complaint with the local data protection authority.

#### ■ Retention

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact the Data Protection Officer, please see website for full address details.

#### **Customer Service**

**Our** aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved yet plus an indication of when **You** will receive a final response. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree.

#### **Our contact details are:-**

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD  
Tel 01206 615000 Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

#### **The Financial Ombudsman Service contact details are:-**

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Tel 08000 234 567 Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

#### **Compensation**

**We** are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 020 7741 4100.

#### **Authorisation**

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).