



## Suffolk Police Federation Legal Assistance

# SUFFOLK POLICE FEDERATION LEGAL ASSISTANCE

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by the **Insurer**; on whose behalf **We** act.

If a claim is accepted, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** happens. Where it is necessary to start court proceedings, or a **Conflict of Interest** happens, and **You** want to use a legal representative that **You** choose **Yourself**, **We** will not pay **Advisers' Costs** which are more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

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

a) The **Insured Event** happens during the **Period of Insurance** and within the **Territorial Limits**

and

b) The **Legal Action** takes place within 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 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

### Prospects of Success

There must be a 51% or higher chance of winning the **Legal Action** and achieving a positive outcome. A positive outcome includes, for example, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which is in **Your** best interests. **Our** claim assessors will examine the facts of your case to assess your chances of winning. If they conclude **Your** chances of winning are less than 51%, **We** won't be able to support your claim. This condition does not apply to Crime – Pre Charge Interview and Post Interview, Magistrates Court and Crown Court.

### Proportional Costs

An estimate of the **Advisers' Costs** will be provided with the assessment of **Your** claim and must be carried out by the Adviser. If the estimate is more than the amount in dispute, then **We** might decline or discontinue support for **Your** claim.

### Your Duty of Disclosure

Under the Insurance Act 2015 **You** have a duty to make fair presentation of the risk to the **Insurer** before this policy starts, at each renewal and when **You** make any amendment(s) to cover.

This means **You** must:

- (a) disclose all material facts of which **You** know or ought to know.
- (b) make the disclosure in a reasonably clear and accessible way.
- (c) make sure that every material representation of fact is substantially correct and made in good faith.

### What is a Material Fact?

A material fact is Information that would influence the **Insurer's** decision as to whether to insure **You** and, if so, on what terms.

For the purposes of the duty of fair presentation, **You** are expected to know the following;

- (a) If **You** are an individual (such as a sole trader or individual partner):
  - what is known to **You** and anybody who is responsible for arranging this insurance, or
- if **You** are not an individual (such as a limited company or partnership):
  - what is known to anybody who is part of **Your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised or anybody who is responsible for arranging this insurance.
- (b) what should reasonably be revealed by a reasonable search of the information available to **You**. The information may be held within **Your** organisation (including, but not limited to, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance.

If the insurance is intended to insure subsidiaries, affiliates, or other parties, **You** are expected to have included them in **Your** enquiries and inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

### Breach of duty

If **You** breach **Your** duty to make fair presentation of the risk to the **Insurer**, then:

- where the breach was deliberate or reckless, the **Insurer** may void this policy, refuse all claims and keep all premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, the **Insurer** would not have agreed to provide cover under the policy on any terms, they may avoid this policy and refuse all claims, but **they** will return any premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, they would have agreed to provide cover under this policy but on different terms (other than premium terms), they may require that this policy includes such different terms with effect from its commencement, and/or
- where the breach was neither deliberate nor reckless and, but for the breach, the **Insurer** would have agreed to provide cover under this policy but would have charged higher premiums, the **Insurer's** liability for any loss amount payable shall be limited to the proportion that the premium charged bears to the higher premium that would have been charged.

For example: if, due to a breach of fair presentation, **You** were charged a premium of £x but should have been charged £y, then for any claim submitted and agreed at a settlement value of £z, **You** will only be paid £a.

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## ASSISTANCE HELPLINE SERVICES

### Legal and Tax Helpline: 0333 234 3472

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 the **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 the **Federation**.

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

### Legal Assistance Portal

As an addition to **Your** Legal Expenses cover, **You** can use **Our** online Legal Assistance Portal. This will provide **You** with:

- Online legal document templates that can help **You** with legal problems **You** have under **Your** cover that can provide **You** with a wide range of legal documents including those that can help **You** with legal problems **You** have under **Your** cover such as consumer or property disputes, as well as general legal template documents such as Will's, Tenancy Agreements etc.
- Access to **Our** 'Advice Tree' - **Our** legal encyclopaedia offering guidance pages on areas of law under **Your** cover such as employment disputes or injury claims
- Legal Assistance Helpline Booking Service so that **You** can arrange for one of **Our** legal advisers to call **You**
- Access to **Our** Online Claim System if **You** have spoken to a legal adviser and need to start a claim under **Your** cover
- Access to Online Chat if **You** need to speak to one of **Our** First Response agents for help or advice using any of **Our** services

The service can be accessed by visiting [legalassistanceportal.arclegal.co.uk](http://legalassistanceportal.arclegal.co.uk) where **You** can register **Your** details and access this service

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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 Event</b>
<b>Federation</b>	Suffolk Police Federation
<b>HM 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.
<b>Insurer</b>	AmTrust Specialty Limited.
<b>Insured Event</b>	<p>The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one <b>Insured Event</b> shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.</p> <p>In a claim arising from <b>Identity Fraud</b> the <b>Insured Event</b> is a single act or the start of a series of single acts against <b>You</b> by one person or group of people.</p> <p>In a claim arising from an <b>HM Revenue and Customs Full Enquiry</b>, the <b>Insured Event</b> shall be deemed to be the date HM Revenue and Customs issue a formal notice to <b>You</b> notifying of a full enquiry into <b>Your</b> non-business affairs.</p> <p>In a claim arising from a prosecution the <b>Insured Event</b> is the date on which <b>You</b> are formally interviewed with regard to, or otherwise made aware of, the allegation that <b>You</b> have committed a criminal offence or <b>You</b> are charged with a criminal offence whichever happens first.</p>

<b>Legal Action(s)</b>	As defined within the individual sections of cover to include: <ul style="list-style-type: none"><li>a) The pursuit or defence of civil legal cases for damages or injunctions, or</li><li>b) The defence of criminal and motor prosecutions and representation at disciplinary hearings or actions arising from the theft of <b>Your</b> vehicle's identity.</li></ul>
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<b>Maximum Amount Payable</b>	The maximum payable in respect of an <b>Insured Event</b> is stated below:
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<b>1a Pre Charge, ii) Post Interview</b>	<b>An inner limit of £2,000 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 Event</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 Event</b> occurs in the rest of the World	<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 limited to 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) A police officer or support staff who is a **Member** of the **Federation**
- b) A retiree who is a former **Member** of the **Federation**
- c) A police officer above the rank of Chief Inspector who was formerly a **Member** of the **Federation**
- d) A civilian employee of the police service
- e) An employee of the **Federation**
- f) A Special Constable.

A **Member** must live in and have their main home in the United Kingdom.

#### Period of Insurance

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

#### 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:

The United Kingdom the Channel Islands and the Isle of Man, the countries of the EEA, 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 51% or greater 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** are being investigated for Gross Misconduct, the **Insurer** will pay for legal advice in appropriate cases, if authorised to do so by the **Federation** in consultation with **Us**.
- b) **Advisers' Costs** to prepare for and represent **You** at the Gross Misconduct Hearing or a Police Appeals Tribunal following a disciplinary procedure, if authorised to do so by the **Federation** in consultation with **Us**.

Disciplinary Hearings cover applies to **Members** only.

### 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 **Member**

## 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:

March 2025

## 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 **HM 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** 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 Events** 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 into 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

## GENERAL EXCLUSIONS

### 1. There is no cover:

- a) Where **You** are entitled to funding for legal assistance from the **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 there is evidence of reckless or deliberate behaviour by **You** that results in a prosecution or misconduct hearing.
- d) Where an estimate of **Your Advisers' Costs** is more than the amount in dispute
- e) 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
- f) For claims over loss or damage where that loss or damage is covered under another insurance
- g) 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 **Federation** who arranged this policy or;
  - vi) The Police Federation of England and Wales
- h) For the costs of any legal representative other than those of the **Adviser**
- i) Where **You** fail to comply with the Conditions of this insurance
- j) Where **You** should have known when **You** entered into this insurance scheme that the circumstances leading to a claim under this insurance already existed
- k) If the principal place where **You** live is not in the United Kingdom, Channel Islands or Isle of Man.

### 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 Event** 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 the **Federation**. If **You** would like to cancel **Your** membership of the Group Insurance Scheme please contact the **Federation**.

**We** may cancel the insurance by giving fourteen days' notice in writing to **You** via the **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 possible once **You** become aware of the **Insured Event** and within no more than 180 days of **You** becoming aware of the **Insured Event**. For claims relating to **Identity Fraud**, these must be reported within 45 days of **You** becoming aware of the **Insured Event**. 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 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.
- i) If, after receiving **Your** claim, or during the course of it, **We** find that **You** have ceased paying the relevant subscription to benefit from the **Federation** Insurance Scheme, **We** may not continue to support **Your** claim and will tell **You** why in writing.

### 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 51% or greater 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. Proportionality

**We** will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

#### 6. 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.

#### 7. English Law and Language

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

#### 8. 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.

#### 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.

## 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 <https://claims.arclegal.co.uk> 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

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

#### Data Protection

**We** will keep **your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, AmTrust Specialty Ltd is the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit AmTrust's website at <https://amtrustinternational.com/dpn> or Arc's website at [www.arclegal.co.uk](http://www.arclegal.co.uk)

#### What we do with your personal information

**We** might need to use the information **We** have about **You** for different reasons.

For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics.

**We** will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

**We** might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). We currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

**You** can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask **us** to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are some things **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

**We** will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer. **You** can find their contact details on **Our** website (<https://amtrustinternational.com/dpn>).

### **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**

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If the **Insurer** fails to carry out its 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 Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. 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.