



Police Officers
Legal Assistance



POLICE OFFICERS LEGAL ASSISTANCE

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, 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**.

DEFINITIONS

Adviser	Our specialist panel solicitors or their agents appointed by Us to act for You , or, and subject to Our agreement, where court proceedings have been started or a Conflict of Interest arises, another legal representative nominated by You .
Advisers' Costs	Legal or accountancy fees and disbursements incurred by the Adviser or other legal representative with Our prior written authority. Third party's costs shall be covered if awarded against You in a civil court and paid on the standard basis of assessment.
Conflict of Interest	There is a Conflict of Interest if Your Advisers' duty to act in Your best interests in relation to Your claim conflicts with, or there is a significant risk that it may conflict with, any duty Your Adviser owes, or obligation it has, to any other party
Identity Fraud	A person or group of persons knowingly using a means of identification belonging to You without Your knowledge or permission with intent to commit or assist another to commit an illegal act.
H M Revenue and Customs Full Enquiry	An enquiry under Section 9A of the Taxes Management Act 1970 into Your PAYE income or gains.
Insurance Providers	Inter Partner Assistance SA who are part of the Worldwide AXA Group.
Insured Incident	<p>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.</p> <p>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.</p> <p>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.</p> <p>In a claim arising from a prosecution the Insured Incident is the date on which the alleged offence was committed or started to be committed</p>
Insured Period	Any month which You have paid a premium for.
Legal Action(s)	<ul style="list-style-type: none">▪ The pursuit or defence of civil legal cases for damages or injunctions, or▪ The defence of criminal and motor prosecutions
Limit of Indemnity	The maximum payable in respect of an Insured Incident is -stated below:

Personal Injury where the Insured Event occurs in the European Economic Area (EEA), The Channel Islands, The Isle of Man, Andorra, Gibraltar, Monaco, San Marino, Switzerland and Turkey, and all other Sections of Cover	£60,000
Personal Injury where the Insured Event occurs in the rest of the World	£25,000
Disciplinary Hearings	£10,000

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 civilian employee of the police service
- An employee of the Police Federation

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 Insurance Providers.

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 Member
1a, 15	The Member and partner living with the Member
1b, 7, 8, 9, 12, 13, 14, 17, 18	The Member and partner living with the Member and their children and parents normally living with them in their main home including children temporarily away from the home at school or university

Vehicle Any motor **Vehicle** or motorcycle owned by **You**.

THE SECTIONS OF COVER

1a Crime – Pre Charge

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 **Insurance Providers** will pay **Advisers' Costs**, for **You** to see an **Adviser** before the interview takes place, and for representation at the interview itself where the Legal Services Commission refuses to fund representation by the **Adviser**.

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

- Arising from parking offences which **You** do not get penalty points on **Your** licence for
- Made by any **Insured Person** other than the **Member** and partner living with the **Member** unless the Claim is for the defence of a motoring prosecution

2. Disciplinary Hearings

What is insured

Advisers' Costs of representing **You** at a disciplinary hearing before the Misconduct Tribunal Panel or the Police Appeals Tribunal following a disciplinary procedure.

3. IPCC Complaints

What is insured

Advisers' Costs to represent **You** in an investigation by the Independent Police Complaints Commission provided that the investigation occurs when **You** are an employee of the police service

4. Representation at Public Enquiries

What is insured

Advisers' Costs to represent **You** at a public enquiry ordered by the District Auditor

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.

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

- Arising from illness, personal injury or death which is caused gradually or is not caused by a specific event
- Arising out of **Your** work as a police officer
- 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

- For anything to do with **Your** activities as a police officer
- To defend any legal action against **You**
- Arising from any dispute which is only about the amount of redundancy pay
- 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

- 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)
- Where the amount in dispute is less than £50
- Where there is a dispute over 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

- To do with the non-payment of rent
- To defend any legal action against **You**

12. Motor Uninsured Loss Recovery and Property Damage.

What is insured

- **Advisers' Costs** to pursue a **Legal Action** for financial compensation for uninsured losses arising from a road traffic accident whilst **You** are in a **Vehicle** against those responsible
- **Advisers' Costs** to pursue a **Legal Action** for financial compensation for damages against a person or organisation that causes physical damage to **Your** main home or **Your** personal effects.

What is not insured

Claims

- Arising out of a contract **You** have with another person or organisation
- Arising from a road accident if the event is not covered under **Your** motor insurance,
- 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

- For anything to do with allegations of criminal activities by **You**
- For anything to do with investigations by HM Revenue and Customs Special Compliance Office or Special Investigations Section;
- For anything to do with **Your** business activities, unless it is about **Your** wages or salary as an employee
- For any appeal following a full enquiry which started before **Your** policy started
- 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

- Arising where examinations or other selection criteria are part of the acceptance process
- Involving schools which are not state schools falling under the LEA's jurisdiction or where the allocation of a place(s) does not sit within the LEA's responsibility.
- Arising prior to submitting an application to the school or LEA
- Arising where the LEA's refusal occurred within 180 days of **You** first purchasing this insurance
- Where the process for appealing against the decision to refuse a place at the school has not been adhered to
- Where the child has been suspended, expelled or permanently excluded from another school
- For children under 5 years except for admission disputes arising where entry shall be in the academic year prior to their 5th birthday

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** parents, grandparents, children, step-children or adopted children

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**:-

- 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**
- 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**
- 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

- Where **You** have not been the victim of **Identity Fraud**
- Where **You** did not take reasonable precautions against **Identity Fraud** or take action to protect yourself from **Identity Fraud**
- Where the **Identity Fraud** has been carried out by somebody living with **You**
- 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
- 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. **You** must notify claims as soon as reasonably possible and within 45 days of **You** becoming aware of the **Insured Incident** and complete a claim form which must be returned promptly with all relevant information.

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 in the event that **Your Vehicle** 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 **Your Vehicle** being recorded on that database

TELEPHONE HELPLINES

Legal and Tax Helpline: 0844 770 1058

Use the 24 hour advisory service for telephone advice on any private legal or taxation matter of concern to **You**.

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.

Lifestyle Helpline: 0844 770 1036

Your Police Federation recognises that sometimes **You** may need help to manage a difficult issue which may arise at home or work. To complement the support the Federation provide, an (independent) telephone counselling and information service is available to **You** as part of this assistance package. The service can help with a range of problems from practical everyday matters to sensitive or emotional issues. It is also recognised that managing money well is sometimes overlooked in the pressures of our daily lives.

You can talk about any financial concerns or worries through **Our** Debt Counselling Helpline. Expert confidential help is at hand through **Our** trained independent counsellors ready to assist with counselling, support, advice and help. If **Your** debt is complicated the counsellor can also direct **Your** call to **Our** specialist debt experts who will talk through the stages of prioritising the debts and steps to resolution.

Importantly once **You** are managing **Your** money concerns the support of **Our** counsellors is available 24/7 to help **You** find better ways to control future spending and deal with money related issues.

Arc Legal Document Service

As an addition benefit **You** have access to Law Assistance, our online legal document service.

This will provide **You** with:

- access to a range of free legal documents
- a step by step walkthrough to assist **You** in completing the documents
- access to a variety of family and business law documents which **You** can try for free before purchasing

The service can be accessed by visiting www.lawassistance.co.uk/la/arc where **You** can register **Your** details using the voucher code available from **Your** Federation.

GENERAL EXCLUSIONS

1. There is no cover

- 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, a trade union, or an employer
- Where **You** are covered for **Advisers' Costs** under another insurance policy
- Where the claim is false or fraudulent
- Where The **Insured Incident** began to start or had started before this insurance started
- Where a reasonable estimate of **Your Advisers' Costs** is more than the amount in dispute
- 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
- For the amount of **Advisers' Costs** in excess of **Our Standard Advisers' Costs** where **You** have decided to use an **Adviser** of **Your** own choice.
- For damages, interest, fines or costs awarded against **You** in a criminal court.
- For claims over loss or damage where that loss or damage is covered under another insurance
- For claims made by or against **Us**
- For Appeals without **Our** prior written consent
- For the costs of any legal representative other than those of the **Adviser**
- Where you fail to comply with the Conditions of this insurance

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

- Constructing buildings or altering their structure unless the work is for the benefit of **Your** main home
 - Libel, slander or verbal injury
 - A dispute between **You** and any other person covered by this policy
 - A dispute between **You** and someone **You** live with or have lived with
 - Any dispute or allegation which arises because **You** have deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit any such dispute or allegation
 - A lease or licence to use property or land other than under the Tenancy Dispute section of cover
 - A venture for gain by **You** or **Your** business partners
 - An application for a judicial review
 - Subsidence land heave land slip mining or quarrying
 - Works undertaken or to be undertaken by or under the order of any government or public or local authority
 - Ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
 - The radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment
 - 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. Cancellation

You may cancel this insurance at any time by writing to **Your** insurance advisor providing 30 days written notice. If **You** exercise this right within 30 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a valid claim against the insurance.

We may cancel the insurance by giving fourteen days notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. **We** will refund any amount **You** have paid for the rest of the **Insured Period**.

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**. 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:-
 - i.) Represent **You** in accordance with **Our** standard conditions of appointment
 - ii.) Confirm in writing that he will enable **You** to comply with his obligations under this insurance.
 - iii.) Agree with **Us** the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate a legal representative and this nomination shall be binding.
- 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.
 - ii.) Keep **Us** advised of **Advisers' Costs** incurred.
 - iii.) 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.
 - iv.) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - v.) 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) **Insurance Providers** 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

Subject to **Your** right to refer a complaint to the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** shall 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. Reasonable Prospects

At any time **We** may form the view that **You** do not have a reasonable chance of winning the case or otherwise achieving the desired outcome. If so, **We** may decline support or any further support. In forming this view **We** may consider:-

- a) The amount of money at stake.
- b) Whether a reasonable person without legal expenses insurance would wish to pursue or defend the matter.
- c) The prospects of being able to enforce a judgment or successfully defend a civil action or criminal prosecution.
- d) Whether **Your** interests could be better achieved in another way.

5. English Law

This contract is governed by English Law.

6. Language

The language for contractual terms and communication will be English.

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.

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

Data Protection Act

You details and details of **Your** insurance cover and claims will be held by **Us** and or the **Insurance Providers** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

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**.

Our contact details are:-

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel 0844 770 9000

Email: claims@arclegal.co.uk

The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel 08000 234 567
Email: complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if Arc Legal or Inter Partner Assistance cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 020 7892 7300.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Services Authority. **Our** FSA Register number is 305958. **Our** permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. **You** can check this on the FSA's register by visiting the website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance.

IPA is a member of the Association of British Insurers.