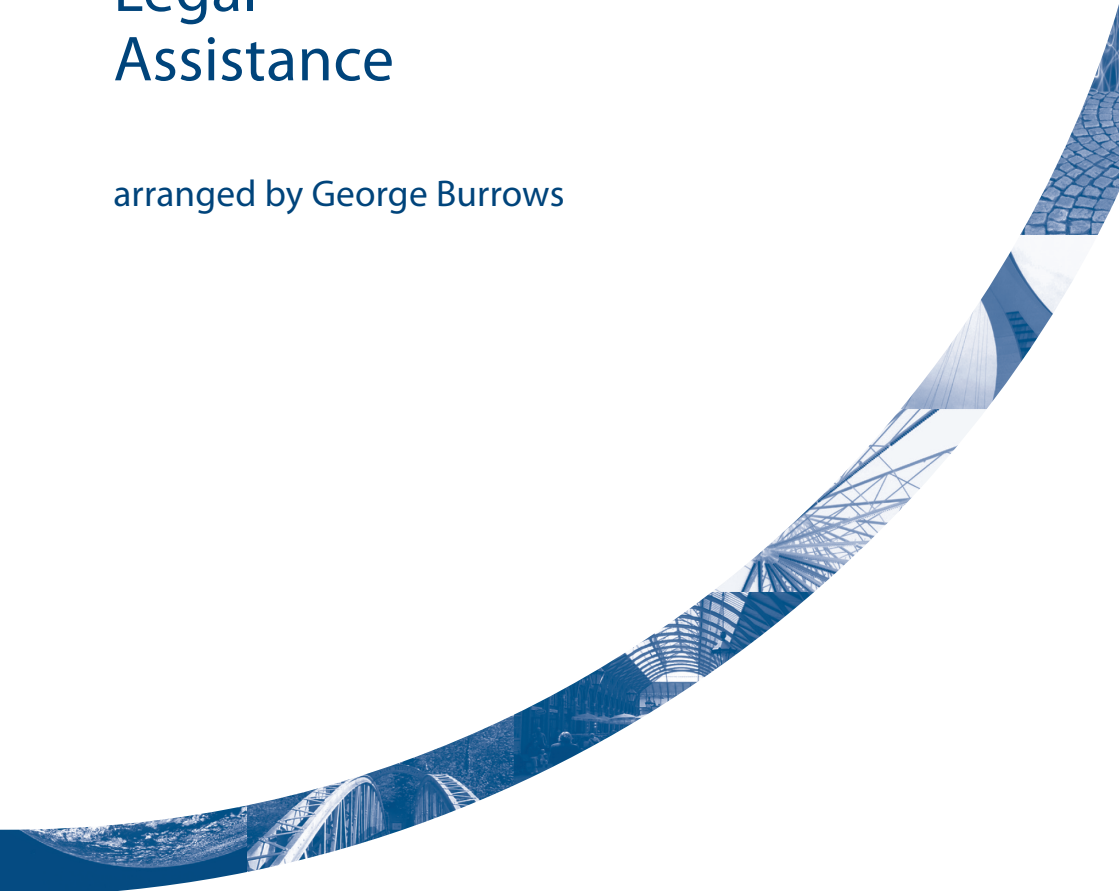


Police Officers Legal Assistance

arranged by George Burrows



Police Officers Legal Assistance Policy Wording

This Insurance is arranged by George Burrows and Arc Legal Assistance Ltd

Legal & Tax Helpline: 0870 350 5719

This policy includes access to **Legal and Tax Helpline** to give **you** advice 24 hours a day, 365 days a year, on any personal legal or taxation matter. **We** may record the calls to protect **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.

Counselling Service

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 now 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.

Call 24 hours a day on **0800 174 319** to speak with a counsellor or information specialist.

We agree to cover **you** under the conditions of this policy, as long as the premium has been paid.

The premium **you** have paid for this policy includes insurance premium tax.

Definitions

Member

A police officer who is a member of the Police Federation.

Federation Staff Member

An employee of the Police Federation.

Retiree

A former member of the Police Federation who has retired from the police service.

Partner

The person that the Member, Federation Staff Member or Retiree is married to or lives with as if he or she is married.

You, your

For sections 1, 2, 3, 4, 8 and 9 **you, your** means:

- any **Member**, any **Federation Staff Member** or any **Retiree**, for whom a premium has been paid to **us**; and
- his or her Partner, children, parents and parents-in-law who permanently live at the same address.

For section 6, **you, your** means the **Partner** of any **Member**, **Federation Staff Member** or **Retiree** for whom a premium has been paid to **us**, children, parents and parents-in-law who permanently live at the same address.

For sections 5, 7, 10, 11 and 12 **you, your** means any **Member** for whom a premium has been paid to **us**.

We, us, our

Arc Legal Assistance Ltd acting on behalf of Underwriters.

Legal representative

The **Legal representative** is the solicitor or other person appointed with **our** agreement under this policy to represent **you**. At any time before **we** agree that court proceedings need to be issued, **we** will choose the **legal representative**. The **legal representative** that **we** choose will be one of **our** approved specialist solicitors.

You can only choose the **legal representative** if **we** agree that court proceedings need to be issued or if a conflict of interest arises which means that the **legal representative** that **we** choose cannot act for **you**. If **we** agree to appoint a **legal representative** that **you** choose, he or she will be appointed on the same terms and fees as **we** would have appointed one of **our** approved specialist solicitors. **We** may decide not to accept **your** choice of **legal representative**. If **we** do not agree with **your** choice, the matter will be settled using the procedure in condition 7.

When choosing the **legal representative**, **you** must remember **your** duty to keep the cost of any legal proceedings as low as possible.

Costs

We will pay the following on **your** behalf

- The professional fees and expenses reasonably and properly charged by the **Legal representative** on a **standard basis**, up to the standard rates set by the courts, which cannot be recovered from **your** opponent
- **Your** opponent's **costs** which **you** are ordered to pay by a civil court or tribunal or which **you** pay to **your** opponent with **our** written agreement.

We will only pay **costs** which are necessary and in proportion to the value of **your** claim.

We will only start to cover the **costs** from the time **we** have accepted the claim and appointed the **legal representative**.

The most **we** will pay for all claims arising out of any one road accident is £60,000.

Standard Basis

The assessment of **costs** which are proportionate to **your** claim.

Territorial limit

The **territorial limit** for section 1 is Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, Andorra, Austria, Belgium, the Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Monaco, the Netherlands, Norway, Poland, Portugal, the Republic of Ireland, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey.

The **territorial limit** for all other sections is Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Period of insurance

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

Underwriters

Inter Partner Assistance SA, part of the AXA Group

What is covered

Section 1 – Personal injury

We will pay the **costs we** have agreed to of **you** taking legal action against **your** opponent as a result of a sudden and specific accident which causes **your** death or bodily injury.

We will provide this cover as long as:

- the accident happens within the **period of insurance** and the **territorial limit**;
- the legal action is brought within the **territorial limit**; and
- **you** have a reasonable chance of successfully recovering damages at all times

The most **we** will pay for all claims arising out of one event is £60,000.

We will not provide cover for any claim arising out of **your** work as a police officer or to defend any legal action against **you**.

Section 2 - Contract cover

We will pay the **costs we** have agreed to of **you** taking or defending legal action in a dispute following a breach of a contract **you** have for.

- buying, selling or renting goods or services.
- buying or selling **your** permanent home.
- buying, selling, renting or insuring a motor vehicle or its spare parts or accessories; or
- servicing, repairing or testing a motor vehicle.

We will provide this cover as long as:

- the dispute started within the **period of insurance**;
- any legal action is brought within the **territorial limit**; and
- **you** have a reasonable chance of successfully recovering damages, defending the legal action or settling the dispute in another way, at all times.

The most **we** will pay for all claims arising out of one event is £60,000.

We will not provide cover for the following.

- 1 Any dispute which starts within three months of the date this policy starts, unless the claim is to do with a contract **you** entered into after 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.)
- 2 Disputes for amounts less than:
 - £1000 if it is to do with buying or selling a motor vehicle; or
 - £100 if it is about something else.
- 3 Anything to do with building, converting or extending **your** permanent home.
- 4 Anything to do with work carried out for the benefit of land or buildings that are not **your** permanent home.
- 5 Any dispute over the amount of money or other compensation due under an insurance policy.
- 6 Anything to do with a contract for **your** business activities.
- 7 Any dispute with any local authority, public authority or any government department
- 8 Anything to do with a landlord or tenancy agreement or a lease agreement

Section 3 – Property disputes

We will pay the **costs we** have agreed to of **you** taking legal action against **your** opponent in a dispute following a breach of **your** legal rights to do with owning or using **your** permanent home.

We will provide this cover as long as:

- **your** permanent home is within the **territorial limit**
- the dispute starts within the **period of insurance**
- the legal action is brought within the **territorial limit**; and
- **you** have a reasonable chance of successfully recovering damages or settling the dispute in another way, at all times

The most **we** will pay for all claims arising out of one event is £60,000.

We will not provide cover for the following.

- 1 Any dispute which starts within three months of the date this policy starts. (This does not apply if **you** had this cover under another policy, up to the date this policy started.)
- 2 Defending any legal action against **you**
- 3 Anything to do with a landlord or tenancy agreement or a lease agreement
- 4 Any dispute with any local authority, public authority or any government department.
- 5 Any dispute relating to physical damage to **your** permanent home or to property which **you** own or are legally responsible for which is in or on **your** permanent home

Section 4 – Property damage (Including Motor Uninsured Loss Recovery)

We will pay the **costs we** have agreed to of **you** taking legal action against **your** opponent to recover uninsured losses incurred as a result of a road accident which causes the following.

- Damage to a motor vehicle which **you** own or are legally responsible for.
- Damage to property which **you** own or are legally responsible for and which is in or on the vehicle at all times.

We will also pay the **costs we** have agreed to of **you** taking legal action as a result of an accident which causes the following.

- Physical damage to **your** permanent home.
- Physical damage to property which **you** own or are legally responsible for.

We will provide this cover as long as:

- the accident happens within the **period of insurance** and the **territorial limit**;
- the legal action is brought within the **territorial limit**; and
- **you** have a reasonable chance of successfully recovering damages, at all times.

The most **we** will pay for all claims arising out of one event is £60,000.

We will not provide cover for the following.

- 1 Any road accident arising out of police work.
- 2 Any claim arising out of a contract **you** have with another person or organisation.
- 3 Any road accident if the event is not covered under **your** motor insurance.
- 4 Defending any legal action against **you**.
- 5 Any dispute with a local authority, public authority or any government department, relating to physical damage to **your** permanent home or to property which **you** own or are legally responsible for and which is in or on **your** permanent home.

Section 5 – Tenancy dispute

We will pay the **costs we** have agreed to of **you** taking any legal action following **your** unlawful eviction from a property occupied by **you** under an Assured Shorthold Tenancy.

We will provide this cover as long as:

- the eviction happens within the **period of insurance** and within the **territorial limit**,
- the legal action is brought within the **territorial limit**; and
- **you** have a reasonable chance of successfully recovering damages or settling the dispute in another way.

The most **we** will pay for all claims arising out of one event is £25,000

We will not provide cover for the following:

- 1 Any dispute which starts within three months of the date this policy starts (this does not apply if **you** had this cover under another policy, up to the date this policy started).
- 2 Anything to do with the non payment of rent
- 3 Defending any legal action against **you**
- 4 Any dispute with any local authority, public authority or any government department

Section 6 – Employment contract

We will pay the **costs we** have agreed to of **you** taking legal action against **your** employer following a breach of **your** contract for **your** full-time employment or permanent part-time employment.

We will provide this cover as long as:

- **you** entered into the contract within the **territorial limit**;
- the dispute starts within the **period of insurance**;
- any legal action is brought within the **territorial limit**; and
- **you** have a reasonable chance of successfully recovering damages or settling the dispute in another way at all times.

The most **we** will pay for all claims arising out of one event is £60,000.

We will not provide cover for the following.

- 1 Any dispute which starts within three months of the date this policy starts. (This does not apply if **you** had this cover under another policy, up to the date this policy started.)
- 2 Any dispute which is only about the amount of redundancy pay.
- 3 Defending any legal action against **you**
- 4 Anything to do with subcontracting or a contract for services if **you** are self-employed.

Section 7 – Prosecution defence

We will pay the **costs we** have agreed to of defending **your** legal rights (including making an appeal against **your** conviction or sentence) after any event which results in criminal proceedings being brought against **you** for an offence **you** are accused of committing when **you** are not at work.

We will provide this cover as long as:

- the offence **you** are accused of happened within the **period of insurance** and the **territorial limit**; and
- the claim will be decided by a court within the **territorial limit**.

The most **we** will pay for all claims arising out of one event is £60,000.

We will not provide cover for the following.

- 1 Any claim arising out of **your** work as a police officer.
- 2 Anything to do with **you** being violent. (This does not apply if **you** can show that **you** were provoked by someone to do with **your** job as a police officer.)
- 3 Any claim arising out of **you** owning or using a motor vehicle
4. Anything to do with sex offences. (**We** will, however, pay the costs at the end of the claim if **you** are found to be not guilty of the offence **you** were accused of, or any offence related to it.)
5. Any offence **you** are accused of because **you** have allowed another person to use **your** motor vehicle.

Section 8 - Motor prosecution defence

We will pay the **costs we** have agreed to of defending **your** legal rights (including making an appeal against **your** conviction or sentence) after any event which results in criminal proceedings being brought against **you** for a breach of road traffic laws or regulations relating to **you** owning or using a motor vehicle.

We will provide this cover as long as:

- the offence **you** are accused of happened within the **period of insurance** and the **territorial limit**; and
- the claim will be decided by a court within the **territorial limit**.

The most **we** will pay for all claims arising out of one event is £60,000.

We will not provide cover for the following.

- 1 Anything to do with police work.
- 2 Parking offences which **you** don't get points on **your** licence for;
- 3 Any criminal proceedings to do with driving while under the influence of drink or drugs. (**We** will, however, pay the **costs** of a plea in mitigation, if **we** think that there is a reasonable chance of making any difference to the outcome, and as long as **you** have not been convicted with an offence of this kind before.)
- 4 Any criminal proceedings where **you** do not have a valid:
 - motor insurance policy;
 - road fund licence or MOT certificate for the **insured vehicle**; or
 - driving licence.
- 5 Any offence **you** are accused of because **you** have allowed another person to use **your** motor vehicle.

Section 9 – Tax appeals

We will pay the **costs we** have agreed to for **you** to appeal against a decision by Her Majesty's Revenue and Customs, after finishing a full enquiry into the amount of personal tax **you** have to pay.

The most **we** will pay for all claims arising out of one event is £25,000

We will not provide cover for the following.

- 1 Anything to do with allegations of criminal activities by **you**.
- 2 Anything to do with investigations by HM Revenue and Customs Special Compliance Office or Special Investigations Section;
- 3 Anything to do with **your** business activities, unless it is about **your** wages or salary as an employee.
- 4 Any appeal following a full enquiry which started before **your** policy started.
- 5 Any appeal following a full enquiry if **you** are only being investigated because **you** have been investigated before.

Section 10 – Data protection

We will pay the **costs we** have agreed to of defending **your** legal rights 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.

We will provide this cover as long as:

- the event starts within the **period of insurance**
- any legal action is brought within the **territorial limit**; and
- **you** have a reasonable chance of successfully defending legal action or settling the dispute in another way, at all times

The most **we** will pay for all claims arising out of one event is £60,000.

We will not provide cover for any claim arising out of **your** work as a police officer

Section 11 – Discrimination

We will pay the **costs we** have agreed to of defending **your** legal rights following an event which results in civil proceedings being brought against **you** by another police officer for sex, race, age or disability 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**

We will provide this cover as long as:

- the event or events which lead to civil proceedings being brought against **you** start within the **period of insurance**
- any legal action is brought within the **territorial limit**; and
- **you** have a reasonable chance of successfully defending legal action or settling the dispute in another way, at all times.

The most **we** will pay for all claims arising out of one event is £60,000 (This includes a maximum of £5,000 in respect of any award **you** are ordered to pay).

Section 12– Interview

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, **We** will pay the **costs we** have agreed to for **you** to see a **legal representative** before the interview takes place.

We will provide this cover as long as the event which might lead to **you** being cautioned or charged with a criminal offence happened within the **period of insurance** and the **territorial limit**

The most **we** will pay for all claims arising out of one event is £1,000.

We will not provide cover for the following:

- 1 The **costs** of the **legal representative** going to the interview with **you**
- 2 Any **costs** if **you** have already been cautioned or charged

What is not covered by any section

We will not provide cover for the following.

- 1 Any claim for **costs** where funding is available from another insurance policy, the legal aid fund, the Police Federation, **your** trade union or **your** employer
- 2 Any **costs** incurred before **we** have accepted **your** claim in writing
- 3 Any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret or deal with any date change.
- 4 Any fines or penalties including **costs** awarded against **you** by a criminal court
- 5 Disputes between **you** and **us**, except disputes which can be dealt with under condition 7.

- 6 Any **costs we** have not agreed to in writing.
- 7 Disputes between **you** and any other person covered by this policy.
- 8 Disputes between **you** and someone **you** live with or have lived with
- 9 Claims directly or indirectly caused by, contributed to or arising from:
 - 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.
- 10 Claims arising from war, invasion, riot, revolution, terrorism or a similar event.
- 11 Any dispute or claim that happens because **you** have deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit any such dispute or claim.
- 12 Claims arising from any property damage caused by mining or subsidence
- 13 Any dispute to do with written or verbal remarks which damage **your** reputation.
- 14 An application for a judicial review
- 15 Claims over loss or damage where that loss or damage is covered under another insurance policy

Conditions

If **you** do not keep to the conditions, **we** will have the right to cancel the policy, refuse any claim and withdraw from any current claim.

- 1 **You must**
 - a Give **us** written details of **your** claim along with any other supporting information **we** ask for.
 - b Not appoint a **legal representative**
 - c Make **your** claim within six months of the event which gave rise to the dispute.
 - d Follow the **legal representative's** advice and provide any information he or she asks for.
 - e Take every step to recover **costs** and pay them to **us**.
 - f Get **our** written permission before making an appeal.
 - g Take reasonable steps to ensure that the **legal representative** keeps to condition 2 below.
- 2 **Your legal representative must do the following**
 - a Get **our** written permission before instructing a barrister or expert witness.
 - b Tell **us** if, at any stage, there is no longer a reasonable chance of a successful defence, recovering damages or getting any other remedy.
 - c Tell **us** immediately if the other party makes a payment into court or any offer to settle the matter.
 - d Report the result of the claim to **us** when it is finished.
- 3 **We will have the right to do the following**
 - a Take over and conduct, in **your** name, any claim or proceedings.
 - b Settle a claim by paying the amount in dispute or by mediation.
 - c Appoint the **legal representative** in **your** name and on **your** behalf.
 - d Choose the **legal representative** at any time before **we** agree that court proceedings need to be issued.

You can only choose the **legal representative** if **we** agree that court proceedings need to be issued or if a conflict of interest arises which means that the **legal representative** cannot act for **you**. **You** must send his or her name and address to **us**. If **we** agree to appoint a **legal representative** that **you** choose, he or she will be appointed on the same terms as **we** would have appointed **our** chosen **legal representative**. **We** may decide not to accept **your** choice of **legal representative**. If **we** do not agree with **your** choice, the matter will be settled using the procedure in condition 7.

When choosing the **legal representative**, **you** must remember **your** duty to keep the cost of any legal proceedings as low as possible.
 - e Have any legal bill audited or assessed.
 - f Contact the **legal representative** at any time, and have access to all statements, opinions and reports.
 - g End **your** cover if, during the course of the claim, **we** think there is no longer a reasonable chance of success. If **you** continue the claim and get a better settlement than **we** expected, **we** will pay reasonable **costs**, which **you** cannot recover from anywhere else.
 - h Settle the **costs** covered by this policy at the end of the claim, if those **costs** cannot be recovered from anywhere else.
 - i End **your** claim and recover any **costs** from **you** which **we** have already paid or agreed to pay if:
 - the **legal representative** reasonably refuses to continue acting for **you** because of any unreasonable act or failure to act by **you**; or
 - **you** unreasonably withdraw **your** claim from the **legal representative** without **our** agreement; and
 - **we** do not agree to appoint another **legal representative** to continue **your** claim.
- 4 **Your agreements with others**

We will not be bound by any agreement between **you** and the **legal representative**, or **you** and any other person or organisation.
- 5 **Cancellation rights**

You may cancel this policy within 14 days of receiving **your** policy wording. **We** will refund any money **you** have paid. At any other time during the **period of insurance**, **you** or **we** may cancel the policy by giving 30 days notice. If **you** cancel the policy during this time, **you** will not be entitled to a refund of the money **you** have paid. If **we** cancel the policy during this time, **we** will refund any amount **you** have paid for the rest of the **period of insurance**.

You cannot make a claim for an event which occurred after the date the policy was cancelled, but cancelling the policy will not affect **your** right to claim for an event which occurred before the date the policy was cancelled. Every notice to cancel this policy must be given in writing by recorded delivery. If **you** give **us** notice to cancel the policy, **you** must send it to **our** address. If **we** give **you** notice, **we** will send it to **your** last known address.

- 6 **Notices**
Every notice which needs to be given under this policy must be given in writing.
If **you** give **us** notice, **you** must send it to **our** address. If **we** give **you** notice, **we** must send it to **your** last known address.
- 7 **Disputes**
If there is a dispute between **you** and **us**, the matter may be referred to an arbitrator who **you** and **we** agree to. If **we** and **you** cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one. 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 **you** and **we** will share the costs.
- 8 **Law and Language of this policy**
This policy is subject to the law of England and Wales.
We will communicate with **you** in English.

How to make a claim

If **you** need to make a claim under this policy, call the **Legal Helpline** on the number shown at the start of this policy and follow the instructions. The **Legal Helpline** will pass **your** details to **our** claims department. **Our** claims department will send **you** a claim form to complete and return to **us**. If **your** claim is covered, **we** will send the details to a **legal representative**. The **legal representative** will contact **you** once they have received the details from **us**.

Data Protection Act

Your details and details of **your** insurance cover and claims will be held by Arc and or the **Underwriters** 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 promptly.

If **you**, the Insured, 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 is not yet resolved plus an indication of when a final response will be provided. 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 a final response will be provided. After eight weeks, if **you** are not satisfied 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 0870 350 4400

Email enquiries@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

Tel 0845 080 1800

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 or Inter Partner Assistance are unable to 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, Financere 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

IPA address details are:

Inter Partner Assistance

The Quadrangle

106-118 Station Road

Redhill

Surrey RH1 1PR

Registered No: FC008998



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