



Police Federation for
Northern Ireland
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

Making a claim

If **You** need to make a claim under this policy please contact the Federation office

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 greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Legal Representative**. If the **Legal Representative** determines that there is not a 51% or greater chance of success then **We** may decline or discontinue support for **Your** case. This condition does not apply to Crime – Pre Charge Interview and Post Interview.

Proportional Costs

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

Duty of Disclosure

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

Suspension of Cover

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

Definitions

Policyholder

The appointed trustees of the Police Federation for Northern Ireland

Beneficiary

A police officer who is a serving and contributing member of the Police Federation for Northern Ireland Voluntary Fund and 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 lawyer 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 lawyers.

If **You** live within the United Kingdom, or the European Union, the **Policyholder** can choose the **Legal Representative** if **You** need to be represented in court proceedings. 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 lawyers. **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:

- a) The professional fees and expenses reasonably and properly charged by the **Legal Representative**, which cannot be recovered from **Your** opponent
- b) **Your** opponent's **Costs** which **You** are ordered to pay by a civil court or tribunal

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**.

Data Protection Legislation

The relevant **Data Protection Legislation** in force within the **Territorial limit** where this cover applies.

Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

Territorial Limit

The **Territorial Limit** is the United Kingdom and the Republic of Ireland for sections 1, 2, 3 and 4, and The European Economic Area for sections 5 & 6.

Period of Insurance

The period which **You** have paid a premium for.

Underwriters

AmTrust Europe Limited

You/Your

The **Beneficiary** of this policy

Legal Action

As defined within the individual sections of cover to include:

- a) The pursuit or defence of civil legal cases for damages or injunctions; or
- b) The defence of criminal prosecutions and representation at disciplinary hearings

What is covered

Section 1a - Crime - Pre Charge

i) Interview

If **You** are asked to attend an interview with the police or other prosecuting authority which might lead to **You** being cautioned or charged with a criminal offence, **We** will pay **Costs**, for **You** to see a **Legal Representative** before the interview takes place, and for representation at the interview itself.

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 **Territorial Limit**.

ii) Post Interview

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 a **Legal Representative** to protect **Your** interests, the **Underwriters** will pay **Costs** for **You** to see a **Legal Representative**.

The most **We** will pay for claims arising out of sections 1a(i) and 1a(ii) will be a combined limit of £5,000

Section 1b - Crime - Post Charge (Where Legal Aid is not available)

After **You** have been charged **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 at any time. 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.

We will only provide cover where authorised to do so by the **Policyholder**.

We will provide this cover as long as:

- a) **You** have a 51% or greater chance of successfully defending the prosecution at all times
- b) the offence **You** are accused of happened within the **Territorial Limit**; and
- c) the claim will be decided by a court within the **Territorial Limit**

We will not provide cover for the following:

- a) Parking offences which **You** do not get points on **Your** licence for;
- b) Any criminal proceedings to do with driving whilst 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 51% or greater chance of making any difference to the outcome, and as long as **You** have not been convicted with an offence of this kind before)

The most **We** will pay for all claims arising out of one event is £100,000.

Section 2 – Civil Legal Defence

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** when **You** are at work:

- a) for sex, race, religious, age or disability discrimination
- b) resulting in the serving of a statutory notice on **You** under Health & Safety Laws
- c) as a trustee of a pension fund set up by **Your** employer
- d) for inaccuracy or unauthorized disclosure under **Data Protection Legislation**. **We** will also pay an award of compensation made against **You** for inaccuracy or unauthorized disclosure under the **Data Protection Legislation** provided that registration has been approved by the authority which oversees data protection.

We will provide this cover as long as:

- a) the event started within the **Period of Insurance**;
- b) any **Legal Action** is brought within the **Territorial Limit**; and
- c) **You** have a 51% or greater chance of successfully defending the **Legal Action** at all times

The most **We** will pay for all claims arising out of one event is £100,000.

Section 3 – Disciplinary Hearings

We will pay the **Costs We** have agreed to of advising, preparing for and representing **You** at a disciplinary hearing and any appeal arising therefrom before a regulatory or professional body.

We will provide this cover as long as the hearing takes place within the **Territorial Limits**.

The most **We** will pay for all claims arising out of one event is £20,000.

We will not provide cover for any matter where the **Policyholder** believes that **Your** interests will be better served by other means.

Section 4 – Wrongful Arrest

We will pay the costs **We** have agreed to where **You** allege that **You** have been the victim of a wrongful arrest:

- a) **Costs** to undertake an initial assessment of prospects to bring a claim for wrongful arrest; and
- b) **Costs** to write one letter of complaint to the arresting authority; and
- c) Where appropriate, **We** will pay the **Costs We** have agreed to of **You** taking **Legal Action** for financial compensation for damages against the appropriate authority.

We will provide this cover as long as **You** have a 51% or greater chance of successfully recovering damages at all times.

The most **We** will pay for all claims arising out of one event is £5,000.

Section 5 – Personal Injury

We will pay the **Costs We** have agreed to of **You** taking **Legal Action** for financial compensation for damages against **Your** opponent as a result of an incident which causes **Your** death or bodily injury. If **You** die **Your** personal

representatives will be covered to pursue or defend cases covered by this insurance on **Your** behalf that arose prior to or out of **Your** death.

We will provide this cover as long as:

- a) the incident happens within the **Period of Insurance** and the **Territorial Limit**;
- b) the **Legal Action** is brought within the **Territorial Limit**; and
- c) **You** have a 51% or greater chance of successfully recovering damages at all times

The most **We** will pay for all claims arising out of one event is £100,000.

We will not provide cover for any claim to defend any **Legal Action** against **You**.

Section 6 – 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:

- a) buying, selling or renting goods or services
- b) buying or selling **Your** permanent home
- c) buying, selling, renting or insuring a motor vehicle or its spare parts or accessories; or
- d) servicing, repairing or testing a motor vehicle

We will provide this cover as long as:

- a) the dispute started within the **Period of Insurance**;
- b) any **Legal Action** is brought within the **Territorial Limit**; and
- c) **You** have a 51% or greater 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 £100,000.

We will not provide cover for the following:

- a) 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)
- b) Disputes for amounts less than:
 - i) £1000 if it is to do with buying or selling a motor vehicle; or
 - ii) £100 if it is about something else
- c) Anything to do with building, converting or extending a structure other than **Your** permanent home
- d) Anything to do with work carried out for the benefit of land or buildings that are not **Your** permanent home
- e) Any 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
- f) Anything to do with a contract for **Your** business activities
- g) Any dispute with any local authority, public authority or any government department
- h) Anything to do with a landlord or tenancy agreement or a lease agreement

Arc Legal Document Service

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

This will provide **You** with:

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

The service can be accessed by visiting www.arclegal.co.uk/legaldocuments where you can register **Your** details using the voucher code available from **Your** Federation.

This service is available to **You** and any partner living with **You**.

What is not covered by any section

We will not provide cover for the following:

1. Any **Costs** where funding is available from the Police Federation for Northern Ireland, the Police Service for Northern Ireland, another public body, Legal Aid a trade union, employer or any other insurance policy
2. Any **Costs** incurred before **We** have accepted **Your** claim in writing
3. Where **You** should have known when **You** entered into this insurance scheme that the circumstances leading to a claim under this insurance already existed (except in relation to claims under Crime Pre-Charge, Crime Post-Charge, Civil Legal Defence and Wrongful Arrest sections of cover).
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. Claims directly or indirectly caused by, contributed to or arising from:
 - a) ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
 - b) the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment
8. Claims arising from war, invasion, riot, revolution, terrorism or a similar event
9. 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
10. Any dispute to do with written or verbal remarks which damage **Your** reputation
11. An application for a judicial review
12. Disputes between **You** and any other person covered by this policy
13. Disputes between **You** and someone **You** live with or have lived with
14. Claims arising from any property damage caused by:
 - a) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
 - b) Heave meaning the upwards or sideways movement of the site on which buildings are situated caused by swelling of the ground
 - c) Landslip meaning the downward movement of sloping ground
 - d) Mining or quarrying
15. Claims over loss or damage where that loss or damage is covered under another insurance policy
16. Claims made by or against **Us**, the insurance intermediary through whom this policy has been arranged, the Police Federation for Northern Ireland and/ or the trustees of the Police Federation for Northern Ireland

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 51% or greater 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 other 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. If **You** live within the European Union, **You** can choose the **Legal Representative** only 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:
 - i) the **Legal Representative** reasonably refuses to continue acting for **You** because of any unreasonable act or failure to act by **You**; or
 - ii) **You** unreasonably withdraw **Your** claim from the **Legal Representative** without **Our** agreement; and
 - iii) **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**

This cover is provided automatically as part of the insurance arrangements made by the **Policyholder** and cannot be cancelled in isolation. For details on how to cancel these arrangements please contact the **Policyholder**.

We may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

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

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

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. **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

8. **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.

9. **Disclosure**

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

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

10. **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.

11. **Disputes**

If there is a dispute between **You** and **Us**, the matter may be referred to mediation, and if the parties cannot agree on a mediator, CEDR (Centre for Effective Dispute Resolution) will be engaged to appoint a mediator and make all necessary arrangements.

12. 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.

13. Law and Language of this policy

This policy is subject to the law of Northern Ireland. **We** will communicate with **You** in English.

14. 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.

Privacy and Data Protection Notice

▪ Data Protection

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

▪ Personal Data (How We use it and who We share it with)

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

▪ Sensitive Personal Data

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

▪ Disclosure of Your Personal Data

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

▪ Your Rights

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

▪ Retention

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

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

Customer Service

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

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 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**, or before **We** have investigated the complaint if both parties agree.

Our contact details are:

Arc Legal Assistance
PO BOX 8921
Colchester
CO4 5YD
Tel 01206 615 000
Email customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel 020 7964 0500
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 **We** or AmTrust Europe Limited are unable to meet **Our** 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 0207 741 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 or by contacting the Financial Conduct Authority on +44 207 066 1000.

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

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