

# Avon and Somerset Police Federation

## Insurance Product Information Document

**Company:** Arc Legal Assistance Limited is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. **Product:** Police Federation Legal Protection

This insurance is managed and provided by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited.

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.

This document summarises the key features of your insurance policy. It is not tailored to individual needs and so may not provide all the information relevant to your cover requirements. Complete pre-contractual and contractual information is provided in other documents.

### What is this type of insurance?

Police Federation Legal Protection provides insurance to cover up to:

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

for advisers' costs for certain types of legal action(s) as detailed in this document, your policy wording and your insurance schedule.



#### What is insured?

We'll cover a legal advisers' costs to help you pursue or defend a claim in the following situations:

- ✓ **Crime – Pre Charge:**
  - **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, 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.
  - **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 an adviser to protect your interests, the insurer will pay advisers' costs for you to see an adviser.
- ✓ **Crime – Magistrates Court:** 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.



#### What is not insured?

The policy does not provide cover for:

- ✗ **Pre-Inception Incidents:** We won't cover events that started before the policy began.
- ✗ **Prospects of Success:** We won't cover any legal action if there are no prospects of success. This is where you do not have a 51% or greater chance of winning the case and achieving a successful outcome. This condition does not apply to the following sections of cover: Crime – Pre Charge Interview and Post Interview, Crime – Magistrates Court and Crime – Crown Court.
- ✗ **Minimum Amount in Dispute:** We won't cover claims for Consumer Disputes if the amount in dispute is less than £50. We also won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you.
- ✗ **Conflicts:** We will not cover any claims relating to disputes with anyone you live with or have lived with, other than in relation to Personal Injury following an accident involving a motor vehicle; nor any costs covered by another insurance policy.
- ✗ **Approved Costs:** We will not cover any advisers' costs or any other costs and expenses incurred which have not

- ✓ **Crime – Crown Court:** 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.
- ✓ **Disciplinary Hearings:**
  - If you, as a police officer are being investigated for Gross Misconduct, the insurer will pay for legal advice in appropriate cases, where authorised to do so by the Police Federation Branch Board in consultation with us.
  - Advisers' costs to prepare for and represent you as a police officer at the Gross Misconduct Hearing or a Police Appeals Tribunal following a disciplinary procedure.
- ✓ **IOPC Complaints:** 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.
- ✓ **Representation at Public Enquiries and Inquests:**
  - Advisers' costs to represent you at a public enquiry ordered by the District Auditor
  - 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.
- ✓ **Discrimination:** 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.
- ✓ **Fund Trustees:** 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.
- ✓ **Personal Injury:** 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.
- ✓ **Employment Disputes:** To pursue a legal action against your employer for a breach of your contract of employment.
- ✓ **Consumer Disputes:** 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 or sale of your main home.
- ✓ **Property Disputes:** 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.
- ✓ **Tenancy Dispute:** 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.
- ✓ **Property Damage and Motor Uninsured Loss Recovery:** To pursue a legal action for financial compensation against a person or organisation that causes physical damage to:
  - Your main home;

been agreed in advance or are above those for which we have given our prior written approval.

- ✗ **Personal Injury:** There is no cover for claims arising from illness, personal injury or death which is caused gradually or is not caused by a specific event.



### Are there any restrictions on cover?

- ! **Your Own Advisers' Costs:** Once court proceedings are issued, or in the event that a conflict of interest arises; you're welcome to use your own legal representative, but we won't cover any costs in excess of our standard advisers' rates.
- ! **Withdrawn Claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.
- ! **Employment Disputes:** There is no cover for anything arising from or relating to you being, or having been, a police officer.
- ! **Crime - Crown Court:** There is no cover for claims where you do not apply for a Representation Order under the Crown Court Means Testing scheme, unless agreed otherwise by us.
- ! **Officers above the rank of Chief Inspector:** There is no cover for officers above the rank of Chief Inspector for claims under sections of cover 1a, 1b, 1c, 2, 3, 4 or 5.

- Your personal effects; or
- Your vehicle resulting in you incurring uninsured losses.

- ✓ **Tax:** Accountancy fees as a result of an HM Revenue and Customs Full Enquiry into your personal Income Tax position.
- ✓ **Data Protection:** 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.
- ✓ **School Admission Disputes:** 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.
- ✓ **Probate:** 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.
- ✓ **Personal Identity Fraud:** Costs in a legal action in respect of insured incidents arising from identity fraud:
  - To deal with organisations that have been fraudulently applied to for credit, goods or services in your name or which are seeking monies from you as a result of identity fraud
  - In order to liaise with credit referencing agencies and all other relevant organisations 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.
- ✓ **Motor Insurance Database Disputes:** 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.
- ✓ **Social Media Defamation:** 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 are 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.
- ✓ **Vehicle Cloning:** 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.



### Where am I covered?

- ✓ Claims which arise, or where proceedings are brought in:
- ✓ **For Personal Injury:** Worldwide
- ✓ **For all other sections:** The United Kingdom, and provided your principal place of residence remains within the United Kingdom: The rest of the European Economic Area, the Isle of Man, the Channel Islands, Andorra, Gibraltar, Monaco, San Marino, Switzerland and Turkey.



### What are my obligations?

- 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, or 45 days for claims relating to Identity Fraud.
- You must supply, at your own expense, all of the information which we reasonably require to decide whether a claim may be accepted.
- You shall supply all information requested by the adviser and us.
- You must gain our consent before incurring any legal advisers' costs.



#### **When and how do I pay?**

You must pay any premium or instalment on demand



#### **When does the cover start and end?**

The contract is for the period stated in your benefits schedule.



#### **How do I cancel the policy?**

If you would like to cancel your membership of the group insurance scheme please contact the Police Federation.