

# Hertfordshire Police Federation

## LEGAL POLICY DOCUMENT

Please read this policy carefully and in full to familiarise yourself with the terms and conditions, as well as the:

- Legal and other helpline services
- Consumer legal services website
- Claims procedure.

If you are unsure about anything in this document please contact whoever you purchased your policy from.

### Main benefits of Police Federation Legal

Protection for legal costs arising from:

- Property
- Fund trustee defence
- Representation at public inquiries
- Independent Office for Police Conduct investigations
- Disciplinary hearings
- Bankruptcy
- Education
- Probate
- Legal defence
- Personal injury
- Clinical negligence
- Contract
- Tax
- Discrimination
- Employment
- Data protection
- Uninsured loss recovery and motor legal defence
- Identity theft

### Recognised Police Representative Bodies include:

- Police Federation of England and Wales
- Superintendents Association
- ACPO
- Unison, GMB or PCS, or other recognised Trade Union representing Police Staff.

### Who is ARAG?

ARAG plc is part of the global ARAG Group, the largest family-owned enterprise in the German insurance industry. Founded in 1935, on the principle that every citizen should be able to assert their legal rights, ARAG now employs 4,000 people around the world and generates premium income in excess of €1.8 billion.

Operating in the UK since 2006, ARAG plc provides a comprehensive suite of “before-the-event” and “after-the-event” legal insurance products and assistance solutions to protect both businesses and individuals.

# Important information

## Helplines

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **our** advisors consider that the **member's** helpline usage is becoming excessive they will tell the **member**. If following that warning usage is not reduced to a more reasonable level, **we** can refuse to accept further calls.

### Legal and tax advice 0330 175 7928

If the **member** has a legal or tax problem **we** recommend that the **member** calls **our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days of the year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays). **We** give advice about personal legal matters within UK and EU law or personal tax matters within the UK. The **member's** query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

### Identity theft resolution 0333 000 2083

This service is available between 9am and 5pm on weekdays (except bank holidays). **We** provide telephone advice to help the **member** keep their personal identity secure. Where identity theft is suspected, **our** specialist caseworkers can help the **member** restore their credit rating and correspond with their card issuer, bank or other parties. Identity theft expenses are beneficiary under Insured Event 18 Identity Theft when the **member** uses this helpline.

### Consumer legal services website

Register at [www.araglegal.co.uk](http://www.araglegal.co.uk) and enter voucher code **AFE48BBE98B5** to access ARAG's digital law guide and download legal documents to help with consumer legal matters.

## Claims procedure

### Telling us about your claim

- 1) If a **beneficiary** needs to make a claim, they must notify **us** during the **period of insurance** and as soon as they become aware of circumstances which could give rise to a claim.
- 2) If a **beneficiary** instructs their own solicitor or accountant without telling **us**, they will be liable for costs that are not covered by this policy.
- 3) A claim form can be downloaded at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or requested by telephoning **us** on **0330 303 1955** between 9am and 5pm weekdays (except bank holidays).
- 4) The completed claim form and supporting documentation can be sent to **us** by email, post or fax.

Further details are set out in the claim form itself.

### What happens next?

- 1) **We** will send the **beneficiary** a written acknowledgment by the end of the next working day after receiving their claim form.
- 2) Within five working days of receiving all the information needed to assess the availability of cover under the policy, **we** will write to the **beneficiary** either:
  - a) confirming cover under the terms of this policy and advising the **beneficiary** of the next steps to progress their claim; or
  - b) if the claim is not covered, **we** will explain in full the reason why and advise whether **we** can assist in another way.
- 3) When a representative is appointed they will try to resolve the **beneficiary's** dispute without delay, arranging mediation whenever appropriate.
- 4) **We** will check on the progress of the **beneficiary's** claim with the **appointed advisor** from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

## **Privacy statement**

This is a summary of how we collect, use, share and store personal information. To view our full privacy statement, please see our website [www.arag.co.uk](http://www.arag.co.uk)

### **Collecting personal information**

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation.

Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement.

**We** may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

### **Using personal or sensitive information**

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations.

**We** will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

### **Keeping personal information**

**We** shall not keep personal information for any longer than necessary.

### **Your rights**

Any person insured by this policy has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **we** will not be able to delete personal data please refer to **our** full privacy statement.

## **What happens if the insurer cannot meet its liabilities?**

The insurer is covered by the Financial Services Compensation Scheme (FSCS). The insured may be entitled to compensation of up to 90% of the cost of their claim in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk)

## Legal expenses

This policy is evidence of the contract between **you** and the **insurer**. The policy and schedule shall be read together as one document.

Terms that appear in bold type have special meanings. Please read Meaning of words & terms for more information

### Your policy cover

Following an Insured event, the **insurer** will pay **legal costs and expenses** up to the policy limits stated below (including the cost of appeals) for all claims related by time or originating cause, subject to all of the following requirements being met:

1. The **policyholder** has paid the insurance premium
2. The **beneficiary** keeps to the terms of this policy and cooperates fully with **us**.
3. The Insured event occurs within the **territorial limits**
4. The claim
  - a) always has **reasonable prospects of success**
  - b) is reported to **us**
    - i) during the **period of insurance**; and
    - ii) as soon as the **beneficiary** first becomes aware of circumstances which could give rise to a claim
5. Unless there is a conflict of interest, the **beneficiary** always agrees to use the **appointed advisor** chosen by **us** in any claim before proceedings have been or need to be issued
6. Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body agreed with **us** within the **territorial limits**

**We** consider that a claim has been reported to **us** when **we** have received the **beneficiary's** fully completed claim form.

This policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.

### Policy limits

The most the **insurer** will pay for all claims related by time or originating cause including the cost of appeals shall be limited to £100,000 for all Insured events, other than:

#### Insured event 5 Disciplinary hearings:

- £20,000.

#### Insured event 6 Bankruptcy:

- £1,000.

#### Insured event 7 Education:

- £10,000

#### Insured event 9 Legal defence:

- £100,000.
- £2,500 for overseas Interviews under caution.

#### Insured event 17 Uninsured loss recovery and motor legal defence:

- £2,500 in providing representation following the seizure of a vehicle as a result of incorrect information being on the Motor Insurance Database.
- £10,000 for Motor legal defence claims.

## Insured **events covered**

This insurance covers **your legal costs and expenses** arising from the following Insured Events:

### Member only cover

<p><b>1 Property</b></p> <p>A dispute relating to visible property which the <b>beneficiary</b> owns following:</p> <ol style="list-style-type: none"><li>1. an event which causes physical damage to the <b>beneficiary's</b> property, including <b>your</b> main home</li><li>2. a public or private nuisance or trespass provided that where any boundary is in dispute, <b>you</b> have proof of where the boundary lies.</li></ol>	<p><b>What is not covered under insured event 1</b></p> <p>Any claim arising from or relating to:</p> <ol style="list-style-type: none"><li>1) a contract entered into by a <b>beneficiary</b> other than a <b>tenancy agreement</b></li><li>2) any building or land other than <b>your</b> main home</li><li>3) a motor vehicle</li><li>4) the compulsory purchase of, or demolition, restrictions, controls or permissions placed on <b>your</b> property by any government, local or public authority</li><li>5) defending any dispute relating to physical damage to <b>your</b> physical property other than defending a counter claim or an appeal.</li><li>6) a dispute with any party other than the person(s) who caused the damage, nuisance or trespass.</li></ol>
<p><b>2 Fund trustee defence</b></p> <p>An alleged act or omission of the <b>beneficiary</b> that arises from their work as an employee and results in civil proceedings being brought against the <b>beneficiary</b> as a trustee of a pension fund set up by the <b>beneficiary's</b> employer.</p>	<p><b>What is not covered under insured event 2</b></p>
<p><b>3 Representation at public inquiries</b></p> <p>The representation of a <b>beneficiary</b> at a public inquiry ordered by a District Auditor.</p>	<p><b>What is not covered under insured event 3</b></p>
<p><b>4 Independent Office for Police Conduct investigations</b></p> <p>An investigation by the Independent Office for Police Conduct, provided that the <b>beneficiary</b> is a Police Staff <b>member</b> at the time of the investigation.</p>	<p><b>What is not covered under insured event 4</b></p>
<p><b>5 Disciplinary hearings</b></p> <ol style="list-style-type: none"><li>1. An investigation being brought against the <b>beneficiary</b> where the <b>beneficiary</b> is subject to a Regulation 17 Notice.</li></ol>	<p><b>What is not covered under insured event 5</b></p> <p>Any claim arising from or relating to:</p>

<p>2. A disciplinary hearing being brought against the <b>beneficiary</b> before the Misconduct Tribunal Panel or the Police Appeals Tribunal following a disciplinary procedure.</p>	<p>1) a matter where funding is available from the Police Federation or any other body 2) <b>legal costs and expenses</b> in excess of £20,000.</p>
<p><b>6 Bankruptcy</b></p> <p>Where filing for the <b>beneficiary's</b> bankruptcy is recommended as the most appropriate option by a professional debt counsellor, the <b>insurer</b> will pay</p> <ol style="list-style-type: none"> <li>1. the fee required for filing for bankruptcy (debtor's petition)</li> <li>2. the cost of drafting the bankruptcy petition</li> <li>3. the cost of preparing the <b>beneficiary</b> for their attendance at the bankruptcy hearing.</li> </ol>	<p><b>What is not covered under insured event 6</b></p> <p>Any costs in excess of £1,000.</p>

## Member & Partner Cover

<p><b>7 Education</b></p> <p>An appeal against a decision by the relevant admission authority to refuse the <b>beneficiary's</b> child admission to the school of the <b>beneficiary's</b> choice.</p>	<p><b>What is not covered under insured event 7</b></p> <p>Any claim relating to <b>legal costs and expenses</b> in excess of £10,000.</p>
<p><b>8 Probate</b></p> <p>A probate dispute involving the will of the <b>beneficiary's</b> parents, grandparents, children, step-children or adopted children where the <b>beneficiary</b> is contesting a will as a beneficiary or potential future beneficiary.</p>	<p><b>What is not covered under insured event 8</b></p> <p>Any claim where a will has not been made or cannot be traced (intestate).</p>
<p><b>9 Legal defence</b></p> <p>An alleged act or omission of the <b>beneficiary</b> that arises and results in:</p> <ol style="list-style-type: none"> <li>1. a prosecution being brought against the <b>beneficiary</b> in a court of criminal jurisdiction.</li> </ol> <p>Where a legal aid (or equivalent) scheme is available to the <b>beneficiary</b> it must be utilised. Where such assistance is granted, <b>legal costs and expenses</b> will be limited to a sum equal to any pre-verdict contribution payable by the <b>beneficiary</b>.</p> <ol style="list-style-type: none"> <li>2. the <b>beneficiary</b> being interviewed by the police or others with the power to prosecute (Interviews under Caution) outside the United Kingdom, Channel Islands and Isle of Man.</li> </ol>	<p><b>What is not covered under insured event 9</b></p> <p>Any claim arising from or relating to:</p> <ol style="list-style-type: none"> <li>1) a motoring offence</li> <li>2) <b>legal costs and expenses</b> in excess of £2,500 relating to Interviews under Caution outside the United Kingdom, Channel Islands and Isle of Man.</li> <li>3) any legal aid (or equivalent) contribution or <b>legal costs and expenses</b> payable post-verdict.</li> <li>4) any <b>legal costs and expenses</b> where the <b>beneficiary</b> fails to co-operate with the appropriate legal aid (or equivalent) scheme, including using a representative that cannot act under any such scheme.</li> <li>5) <b>legal costs and expenses</b> to defend any action, enforcement or recovery of sums payable against the <b>beneficiary</b> under the rules of any legal aid (or equivalent) scheme.</li> </ol>

## Member & Family Cover

<p><b>10 Personal injury</b></p> <p>A sudden event directly causing the <b>beneficiary</b> physical bodily injury or death.</p>	<p><b>What is not covered under insured event 10</b></p> <p>Any claim arising from or relating to:</p> <ol style="list-style-type: none"><li>1) a condition, illness or disease which develops gradually or over time</li><li>2) mental injury, nervous shock, depression or psychological symptoms where the <b>beneficiary</b> has not sustained physical bodily injury</li><li>3) defending any claim other than an appeal</li><li>4) any serving officer of the Police who is a <b>beneficiary</b> in respect of this section of cover unless legal proceedings are not funded by the Police Federation or the Chief Constable.</li></ol>
<p><b>11 Clinical negligence</b></p> <p>A dispute arising from alleged clinical negligence or malpractice.</p>	<p><b>What is not covered under insured event 11</b></p> <p>Any claim arising from or relating to:</p> <ol style="list-style-type: none"><li>1) a contract dispute</li><li>2) defending any claim other than an appeal.</li></ol>
<p><b>12 Contract</b></p> <p>A dispute arising out of an agreement or alleged agreement which has been entered into by the <b>beneficiary</b> for:</p> <ol style="list-style-type: none"><li>1. buying or hiring consumer goods or services</li><li>2. privately selling goods</li><li>3. buying or selling the <b>member's</b> main home</li><li>4. renting the <b>member's</b> main home as a tenant</li><li>5. the occupation of the <b>member's</b> main home under a lease.</li></ol>	<p><b>What is not covered under insured event 12</b></p> <p>Any claim arising from or relating to:</p> <ol style="list-style-type: none"><li>1) a dispute with a tenant or lease where the <b>beneficiary</b> is the landlord or lessor</li><li>2) loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments</li><li>3) the <b>beneficiary's</b> business activities, trade, venture for gain, profession or employment</li><li>4) a contract involving a motor vehicle</li><li>5) a settlement due under an insurance policy</li><li>6) construction work, or designing, converting or extending any building where the contract value exceeds £6,000 including VAT.</li></ol>
<p><b>13 Tax</b></p> <p>A formal enquiry into the <b>beneficiary's</b> personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.</p>	<p><b>What is not covered under insured event 13</b></p> <p>Any claim arising from or relating to:</p> <ol style="list-style-type: none"><li>1) tax returns where HMRC imposing a penalty, or which contain careless and/or deliberate misstatements</li><li>2) a business or venture for gain of the <b>beneficiary</b></li><li>3) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the <b>beneficiary's</b> financial arrangements</li><li>4) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland</li></ol>

	5) an investigation by the Fraud Investigation Service of HMRC.
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<b>14 Discrimination</b>  An alleged act or omission of the <b>beneficiary</b> that arises from their work as an employee and results in civil proceedings being brought against the <b>beneficiary</b> under unlawful discrimination laws.	<b>What is not covered under insured event 14</b>
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<b>15 Employment</b>  A dispute with the <b>beneficiary's</b> current, former or prospective employer relating to their contract of employment or related legal rights that leads to: <ol style="list-style-type: none"> <li>1. a formal internal disciplinary hearing, grievance or appeal (including any settlement or compromise negotiations) or during ACAS Early Conciliation negotiations</li> <li>2. a contract of employment dispute in a court or tribunal.</li> </ol> The <b>beneficiary</b> is required to cooperate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.	<b>What is not covered under insured event 15</b>  Any claim arising from or relating to: <ol style="list-style-type: none"> <li>1) the <b>beneficiary's</b> activities as a Police Officer</li> <li>2) any employee of the Police Force in respect of their activities outside of serving as an Officer unless the Chief Constable has approved the activity and this can be evidenced</li> <li>3) a dispute arising solely from personal injury</li> <li>4) defending the <b>beneficiary</b> other than defending an appeal</li> <li>5) a <b>beneficiary's</b> employer's or ex-employer's pension scheme</li> <li>6) <b>legal costs and expenses</b> in excess of £250 relating to a formal internal disciplinary hearing, grievance or appeal or during ACAS Early Conciliation negotiations.</li> </ol>
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<b>16 Data protection</b>  A claim against the <b>beneficiary</b> for compensation under the Data Protection Act 2018.	<b>What is not covered under insured event 16</b>  Any claim arising from or relating to: <ol style="list-style-type: none"> <li>1) the loss, alteration, corruption, distortion of or damage to stored personal data</li> <li>2) a reduction in the functionality, availability or operation of stored personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code, computer virus or similar mechanism</li> <li>3) fines imposed by the Information Commissioner or any other regulatory and/or criminal body.</li> </ol>
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<b>17 Uninsured loss recovery and motor legal defence</b>  <ol style="list-style-type: none"> <li>1. An event which is another party's fault that: <ol style="list-style-type: none"> <li>a) damages the <b>insured vehicle</b> and/or personal property in or on it, and/or</li> <li>b) injures or kills the <b>beneficiary</b> whilst in or on the <b>insured vehicle</b>.</li> </ol> </li> <li>2. A motoring prosecution brought against the <b>beneficiary</b> that arises from driving for personal, social or domestic use, including commuting to or from their business.</li> </ol>	<b>What is not covered under insured event 17</b>  Any claim arising from or relating to: <ol style="list-style-type: none"> <li>1) the first £50 of any <b>legal costs and expenses</b> relating to a motoring prosecution</li> <li>2) any <b>beneficiary</b> in respect of their activities or work as a Police Officer where funding is available from the Police Federation, Chief Constable or any other appropriate body</li> <li>3) a parking offence</li> </ol>
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<p>3. The seizure of the <b>insured vehicle</b> by the Police or government agency as a result of incorrect information being held about the <b>beneficiary</b> or the <b>insured vehicle</b> on the Motor Insurance Database.</p>	<p>4) driving without motor insurance or driving without a valid driving licence</p> <p>5) <b>legal costs and expenses</b> in excess of £2,500 relating to providing representation to the <b>beneficiary</b> following the seizure of the <b>insured vehicle</b> by the Police or government agency as a result of incorrect information being held about the <b>beneficiary</b> or the <b>insured vehicle</b> on the Motor Insurance Database</p> <p>6) <b>legal costs and expenses</b> in excess of £10,000 relating to motoring prosecution claims</p> <p>7) <b>legal costs and expenses</b> in excess of £2,500 relating to the seizure of the <b>insured vehicle</b>.</p>
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<p><b>18 Identity theft</b></p> <p>1. A dispute arising from the use of the <b>beneficiary's</b> personal information without their permission in order to commit fraud or other crimes provided that the <b>beneficiary</b> contacts <b>our</b> Identity Theft Advice and Resolution Service as soon as they suspect that their identity may have been stolen.</p> <p>2. The <b>insurer</b> will pay the fee charged for reapplying for a loan due to the original application being rejected solely because the lender received incorrect credit information about the <b>beneficiary</b>.</p>	<p><b>What is not covered under insured event 18</b></p> <p>Any money claimed, goods, loans or other property or financial loss or other benefits obtained as the result of the identity theft, other than as specifically stated.</p>
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## What is **not covered** by this policy

The **beneficiary** is not covered for any claim arising from or relating to:

- 1) **legal costs and expenses** incurred without **our** consent
- 2) any actual or alleged act or omission or dispute happening before, or existing at the start of the policy and which the **beneficiary** believed or ought reasonably to have believed could have led to a claim
- 3) an amount below £50
- 4) a dispute between **your** family members or any other **beneficiary**
- 5) a **beneficiary's** deliberate or reckless act
- 6) a judicial review
- 7) a dispute arising from or relating to clinical negligence except as provided for an Insured Event 12 Clinical Negligence
- 8) a dispute with **us** not dealt with under the Disputes Condition, or the **insurer** or the **agent** that sold this policy
- 9)
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
  - d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
  - e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the insurer alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon the insured
  - f) a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation
- 10) a group litigation order
- 11) the payment of fines, penalties or compensation awarded against the **beneficiary**
- 12) any matter where payment of **legal costs and expenses** is provided by the Chief Constable or Police Federation
- 13) the course of Policy duty, other than under Insured Events 5 Disciplinary Hearings, 9 Legal Defence, 14 Discrimination, 16 Data Protection and 17 Uninsured Loss Recovery and Motor Legal Defence where representation or cover for **legal costs and expenses** is not provided under the rules of the Federation Fund, by the Chief Constable or other appropriate body
- 14) an on-duty decision for a member of ACPO or Superintendent rank or above under Insured Events 3 Representation at public enquiries, 4 Independent Office for Police Conduct, 5 Disciplinary Hearings, 9 Legal Defence, 14 Discrimination, 15 Employment and 16 Data Protection.
- 15) Any claim that could have been accepted or rejected under a previous new legal expenses policy for the reason of this policy being written on a different claims notification basis.
- 16) Any claim where the **beneficiary** is entitled to Legal Aid where the **insurer's** liability shall be limited to the sum equal to any assessed income-based contribution payable by the **beneficiary** towards **legal costs and expenses** incurred under the Crown Court Means Testing scheme.

## Policy Conditions

Where the **insurer's** risk is affected by the **beneficiary's** failure to keep to these conditions the **insurer** can cancel **your** policy, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to recover **legal costs and expenses** from the **beneficiary** if this happens.

### 1. Your Responsibilities

A **beneficiary** must:

- a) tell ARAG immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in the **beneficiary's** favour
- b) cooperate fully with us, give the **appointed advisor** any instructions **we** require, and keep them updated with the progress of the claim and not hinder them
- c) take reasonable steps to claim back **legal costs and expenses** and, where recovered, pay them to the **insurer**
- d) keep **legal costs and expenses** as low as possible
- e) allow the **insurer** at any time to take over any claim and conduct in the **beneficiary's** name, any claim.

### 2. Freedom to choose an appointed advisor

- a) In certain circumstances as set out in 2b) below the **beneficiary** may choose an **appointed advisor**. In all other cases no right exists and **we** shall choose the **appointed advisor**.
- b) If
  - i) a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against a **beneficiary**, or
  - ii) there is a conflict of interestthe **beneficiary** may choose a qualified **appointed advisor**.
- c) Where the **beneficiary** wishes to exercise the right to choose, the **beneficiary** must write to ARAG with their preferred representative's contact details and cost. Where the **beneficiary** chooses to use their preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them which may be less than the rates available from other firms.)
- d) If the **beneficiary** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for the **beneficiary**, the **insurer's** liability in respect of that claim will end immediately.
- e) In respect of a claim under Insured Events 10 Personal Injury, 11 Clinical Negligence, 12 Contract, 15 Employment, or 17 Uninsured Loss Recovery, the **beneficiary** must enter into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**), where legally permitted.

### 3. Consent

- a) The **beneficiary** must agree to **us** having sight of the **appointed advisor's** file relating to the **beneficiary's** claim. The **beneficiary** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality control purposes.
- b) A **beneficiary** must have **your** agreement to claim under **your** policy.

### 4. Settlement

- a) The **insurer** can settle the claim by paying the reasonable value of the **beneficiary's** claim.
- b) The **beneficiary** must not negotiate or settle the claim without **our** written agreement.
- c) If the **beneficiary** refuses to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further costs.
- d) The **beneficiary** must settle costs arising from Insured Event 18 Identity Theft in the first instance and make a receipted claim to **us** for reimbursement.

## 5. Barrister's opinion

**We** may require the **beneficiary** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **beneficiary**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which will be binding on the **beneficiary** and **us**. This does not affect the **beneficiary's** right in the Disputes Condition below.

## 6. Disputes

If any dispute between the **beneficiary** and **us** arises from **your** policy, the **beneficiary** can make a complaint to **us** as described under the Complaints Procedure of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy the **beneficiary's** concerns the **beneficiary** can ask the Financial Ombudsman Service to arbitrate over the complaint.

## 7. Other insurance

The **insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

## 8. Fraudulent claims and claims tainted by dishonesty

- a) If a **beneficiary** makes any claim which is fraudulent or false, this policy may become void and all benefit under it may be lost.
- b) A **beneficiary** shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **beneficiary** has breached this condition and that the breach has:
  - i) affected **our** assessment of **reasonable prospects of success**, and/or
  - ii) prejudiced any part the outcome of the **beneficiary's** claimthe **insurer** shall have no liability for **legal costs and expenses** incurred from the date of the **beneficiary's** breach.

## 9. Cancellation

- a) **You** may cancel the policy within 14 days of the date of the purchase of this policy with a full refund of the premium paid provided that a **beneficiary** has not made a claim which has been accepted.
- b) **You** may cancel this policy at any time by giving at least 21 days' written notice to **us**. The **insurer** will refund the premium for the remaining **period of insurance** unless a **beneficiary** has notified a claim which has been or is subsequently accepted under this policy in which case no return of premium shall be allowed.
- c) Where there is a valid reason for doing so, the **insurer** has the right to cancel the policy at any time by giving at least 21 days' written notice to **you**. The **insurer** will refund the premium for the remaining period of insurance. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:
  - i) where the party claiming under this policy fails to cooperate with or provide information to **us** or the **appointed advisor** in a way that materially affects **our** ability to process a claim, or **our** ability to defend the **insurer's** interests
  - ii) where the party claiming under this policy uses threatening or abusive behaviour or language, or intimidates or bullies **our** staff or suppliers
  - iii) where **we** reasonably suspect fraud. The **insurer** also reserves the right to withdraw from any claim in the circumstances noted in 9 c).

## 10. Acts of Parliament

All legal instruments, bodies and rules referred to within the policy shall include the equivalent in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This policy will be governed by English law.

## 11. Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

## Meaning of **words & terms**

### Agent

George Burrows

### Appointed advisor

The

- 1) solicitor, accountant, or other advisor (who is not a mediator) appointed by **us** to act on behalf of the **beneficiary**
- 2) mediator appointed by **us** to provide impartial dispute resolution in relation to a claim accepted by **us**.

### Beneficiary/Beneficiaries

- 1) Sections 1-6: the member.
- 2) Sections 7-9: the member and their partner permanently living with them in their main home in the UK.
- 3) Sections 10-18: the member, their partner and relatives permanently living with them in their main home in the UK. (The **insurer** will cover the member's children temporarily away from home for the purposes of higher education.)

### Collective conditional fee agreement

A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees on the basis of either

- 1) 100% "no-win no-fee" or
- 2) where discounted, that a discounted fee is payable.

### Conditional fee agreement

A legally enforceable agreement between the **beneficiary** and the **appointed advisor** for paying their professional fees on the basis of either

- 1) 100% "no-win no-fee" or
- 2) where discounted, that a discounted fee is payable.

### Insured vehicle

The vehicle specified in **your** motor insurance policy and any trailer or caravan attached to it.

### Insurer

HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).

### Legal costs and expenses

- 1) Reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44
- 2) In civil claims, other side's costs, fees and disbursements where the **beneficiary** has been ordered to pay them or pays them with **our** agreement
- 3) Reasonable accountancy fees reasonably incurred under Insured Event 13 Tax by the **appointed advisor** and agreed by **us** in advance
- 4) The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under Insured Event 18 Identity Theft where the **beneficiary** has taken advice from **our** Identity Theft Advice and Resolution Service.

### Member

All eligible individuals who are members of the relevant Federation and who have paid the relevant subscription and reside in the United Kingdom, Channel Islands or Isle of Man.

### Partner

The member's cohabiting partner who lives at the same address and shares financial responsibilities. This does not include any business partner or associate.

### Period of insurance

The period shown in the policy schedule.

## **Policyholder**

The appointed trustees of the Federation Scheme as shown on the policy schedule.

## **Reasonable prospects of success**

- 1) Other than as set out below, a greater than 50% chance of the **beneficiary** successfully pursuing or defending the claim and, if the **beneficiary** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained. Under Insured Event 13 Contract, there must be a greater than 50% chance of successfully defending the claim in its entirety
- 2) In criminal prosecution claims where the **beneficiary**
  - a) pleads guilty, a greater than 50% chance of reducing any sentence or fine or
  - b) pleads not guilty, a greater than 50% chance of that plea being accepted by the court
- 3) In all claims involving an appeal, a greater than 50% chance of the beneficiary being successful

Where it has been determined that **reasonable prospects of success** as set out above do not exist, the **beneficiary** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

## **Territorial limit**

- 1) For Insured Events 10 Personal Injury and 12 Contract: the United Kingdom, Channel Islands, Isle of Man, countries in the European Union, Norway and Switzerland
- 2) For Insured Event 9 Legal Defence (Police Interviews under Caution in relation to an alleged criminal act): worldwide
- 3) For all other Insured events: the United Kingdom, Channel Islands and Isle of Man.

## **We/Us/Our**

ARAG plc who is authorised under a binding authority agreement on behalf of the **insurer**.

## How we handle complaints

### Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to our Customer Relations Department who will arrange to have it reviewed at the appropriate level.

We can be reached in the following ways:

**By phone:** 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).

**By email:** [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

**By post:** ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.

### Step 2

If we are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. From 1 April 2019 the FOS will normally deal with complaints from small business with an annual turnover of less than £6.5million and which either; have up to 50 employees, or a balance sheet threshold of £5million. They can be reached in the following ways:

**By phone:** 0800 023 4567 or 0300 1239 123

**By email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**By post:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

You can read more about our complaints procedure on our website by clicking here:

<https://www.arag.co.uk/contact/making-a-complaint>

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG plc is authorised to administer this insurance on behalf of the insurer HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany.

HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct

Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. (FRN: 659331).