



Family Legal and Identity Theft Protection Policy Document

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

- legal, tax, domestic and identity theft helpline and
- the claim reporting procedures

If you are unsure about anything in this document please contact Police Mutual.

Consumer Legal Services

Register today at:

www.araglegal.co.uk and enter voucher code AFE48BBE98B5 to access the law guide and download legal documents to help with personal legal matters within EU law.

For a fee you can have some documents reviewed by a solicitor to ensure they meet your specific requirements.

Telephone Helplines

24/7 legal advice on personal matters within EU law

0333 000 7966

UK tax advice 9am to 5pm weekdays

0333 000 7966

Identity Theft assistance helpline

0333 000 2083

Make a claim

To report a claim call 0117 917 1698 between 9am and 5pm weekdays (except bank holidays) or go online

www.arag.co.uk/newclaims

Family Legal and Identity Theft Protection

Main benefits of Family Legal and Identity theft protection

Cover empowers you to pursue or defend your legal rights in the future. With support from ARAG, you and your family could be protected from legal costs arising from:

- employment disputes, such as unfair dismissal or redundancy claims
- disputes over the purchase of goods and services or sale of the home
- disputes with your neighbour
- pursuing a claim for injury or death against the person or organisation at fault
- a formal enquiry into your personal tax affairs
- identity theft.

Who is ARAG?

ARAG plc is a legal expenses and assistance insurance provider, operating nationwide from our headquarters in Bristol. ARAG plc is part of ARAG SE recognised as a global leader, generating an annual premium income of over €1.5 billion.

We are experts in advancing the concept of legal insurance. We understand the many and varied legal systems that exist and we offer innovative products and services.

Our mission from the very beginning has always been to enable every citizen to be able to assert their legal rights. Our pioneering spirit has made us successful in an international market environment.

Our ethos is to work in partnership with our clients, listening to your expectations. With ARAG, there is no need to put life on hold.

Claims procedure

If you need to make a claim you must notify us as soon as possible.

1. Under no circumstances should you instruct your own lawyer or accountant as the insurer will not pay any costs incurred without our agreement.
2. You can download a claim form at www.arag.co.uk/newclaims or you can request one by telephoning us on **0117 917 1698** between 9am and 5pm Monday to Friday (except bank holidays).
3. Your completed claim form and supporting documentation can be submitted to ARAG by email, post or fax. Further details are set out in the claim form itself. We will send you a written acknowledgment by the end of the next working day after the claim is received.

4. Within five working days of receiving all the information needed to assess the availability of cover under the policy, we will write to you either:
 - a) confirming cover under the terms of your policy and advising you of the next steps to progress your claim; or
 - b) if the claim is not covered, explaining in full the reason why and advising whether we can assist in another way.
5. When a lawyer is appointed they will try to resolve your dispute without delay, arranging mediation whenever appropriate. Matters cannot always 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

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 the General Data Protection Regulations. 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.

About us and your insurer

ARAG plc is authorised to administer this insurance on behalf of the insurer Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof).

What happens if the insurer cannot meet its liabilities?

Brit Syndicate 2987 at Lloyd's is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation of up to 90% of the cost of your 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

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:

-  0117 917 1561 (hours of operation are 9am-5pm, Monday to Friday excluding bank holidays. For our mutual protection and our training purposes, calls may be recorded).
-  customerrelations@arag.co.uk
-  ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Step 2

Should you remain dissatisfied you can pursue your complaint further with Lloyd's. They can be reached in the following ways:

-  0207 327 5693, Fax: 0207 327 5225
-  complaints@lloyds.com
Website: www.lloyds.com/complaints
-  Lloyds, One Lime Street, London EC3M 7HA

Step 3

If Lloyd's is 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. The FOS

can normally deal with complaints from small businesses with an annual turnover of less than €2 million. They can be contacted at:

-  0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile
-  complaint.info@financial-ombudsman.org.uk
-  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

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

Helplines

(Calls are charged at the national rate).

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 your helpline usage is becoming excessive they will tell you. If following that warning usage is not reduced to a more reasonable level, we can refuse to accept further calls.

Legal and Tax Advice 0333 000 7966

If you have a legal or tax problem we recommend that you call our confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 7 days a week, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers personal legal matters within EU law or personal tax matters within the UK. Your 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 Advice and Resolution Service 0333 000 2083

This helpline provides advice to help you keep your identity secure. If you suspect you are a victim of identity theft, our specialist caseworkers can help you to restore your credit rating and correspond with your card issuer, bank or other parties. The insurer will also reimburse the communication costs you have to pay to reinstate your identity. This service is available from 8am to 8pm seven days a week by calling **0333 000 2083**.

This is a summary of cover. For the full terms and conditions of the policy please read the policy wording which starts from page 6 onwards.



Significant Features & Benefits	Significant Exclusions or Limitations	Where Found
<p>The insurer will pay the insured's legal costs & expenses and communication costs up to £50,000 unless otherwise stated including the cost of appeals for claims reported during the period of insurance for the following.</p>	<ul style="list-style-type: none"> • It must always be more likely than not that your claim will be successful. • The Insured must report their claim during the period of insurance and as soon as they become aware of the circumstances that could lead to a claim. • The insured always agrees to use an appointed advisor chosen by us before the issue of proceedings or in any claim falling under the jurisdiction of the small claims court. • Legal costs & expenses incurred prior to the acceptance of a claim. 	<p>YOUR POLICY COVER</p> <p>4.</p> <p>5.</p> <p>WHAT IS NOT COVERED BY THIS POLICY</p> <p>1.</p>
<p>1 EMPLOYMENT We will cover a dispute with a current, former or prospective employer relating to an insured's contract of employment or related legal rights.</p>	<p>The cost of an employer's internal disciplinary process or employee's grievance hearing or appeal.</p>	<p>What is not covered under INSURED EVENT 1</p> <p>3.</p>
<p>2 CONTRACT We will cover a dispute arising from an agreement entered into by the insured for:</p> <ul style="list-style-type: none"> • buying or hiring consumer goods or services including your home • privately selling goods including your home • renting your home as a tenant or occupying it under a lease. 	<ul style="list-style-type: none"> • Disputes with tenants. • Loans, mortgages, savings, banking, pensions or investment products. • An insured's business, venture for gain, or employment. • A contract involving a motor vehicle. • Construction work or designing, converting or extending any building where the contract value exceeds £6,000 including VAT. 	<p>What is not covered under INSURED EVENT 2</p> <p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p> <p>6.</p>
<p>3 PROPERTY We will cover a dispute relating to visible property following:</p> <ul style="list-style-type: none"> • physical damage to the insured's property • private or public nuisance or trespass. 		<p>What is not covered under INSURED EVENT 3</p>
<p>4 PERSONAL INJURY We will pursue a claim following a sudden event directly causing the insured physical injury or death.</p>	<ul style="list-style-type: none"> • An illness which develops gradually over time. • Nervous shock, depression or psychological symptoms where the insured has not sustained physical injury to their body. 	<p>What is not covered under INSURED EVENT 4</p> <p>1.</p> <p>2.</p>
<p>5 CLINICAL NEGLIGENCE We will pursue a claim where the insured has been physically injured by clinical negligence.</p>	<p>Claims pursued under a contract.</p>	<p>What is not covered under INSURED EVENT 5</p> <p>1.</p>
<p>6 TAX We will cover a formal enquiry into the insured's personal tax affairs.</p>	<ul style="list-style-type: none"> • Late or inaccurate tax returns. • A business or venture for gain of the insured. • Where the Disclosure of Tax Avoidance Scheme Regulations apply. • Wealth, assets or money located outside of Great Britain and Northern Ireland. • An investigation by the Fraud Investigation Service of HM Revenue & Customs. 	<p>What is not covered under INSURED EVENT 6</p> <p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p> <p>5.</p>

Significant Features & Benefits	Significant Exclusions or Limitations	Where Found
<p>7 LEGAL DEFENCE</p> <p>We will cover:</p> <ul style="list-style-type: none"> work-related prosecutions, representation at a coroner's inquest in relation to a death that is linked to police duty and legal action against the insured for unlawful discrimination <p>Where the insured is a retired police officer an increased limit of £100,000 applies.</p> <ul style="list-style-type: none"> the defence of a motoring prosecution an investigation or disciplinary hearing brought by any professional or regulatory body. 	<ul style="list-style-type: none"> Owning or driving a vehicle without motor insurance or driving without a valid licence. Parking offences. <p>Legal costs that are</p> <ul style="list-style-type: none"> payable through or are recoverable from the Court Means Testing scheme in excess of £2,500 <p>where an investigation or disciplinary hearing is brought by a retired police officer's professional or regulatory body.</p>	<p>What is not covered under INSURED EVENT 7</p> <ol style="list-style-type: none">
<p>8 LOSS OF EARNINGS</p> <p>We will cover lost salary or wages while the insured attends a court or tribunal at the request of the appointed advisor or to perform jury service.</p>	<p>The maximum the insurer will pay is £1,000.</p>	<p>What is not covered under INSURED EVENT 8</p>
<p>9 IDENTITY THEFT</p> <p>We will cover a dispute arising from the mis-use of the insured's personal information to commit fraud or other crimes.</p>	<p>Money claimed, goods, loans or other losses incurred following identity theft.</p>	<p>What is not covered under INSURED EVENT 9</p>
<p>Legal and Tax Advice</p> <p>Access by phone to legal and tax experts for EU-wide legal advice and UK tax advice.</p>	<ul style="list-style-type: none"> We will not put advice in writing. Advice is restricted to personal legal matters. Advice on UK tax law is available Monday to Friday between 9am and 5pm (except bank holidays). We cannot advise on financial planning or financial service products. Services are subject to fair and reasonable use. 	<p>Legal and Tax Advice</p>
<p>Identity Theft Advice and Resolution Service</p> <ul style="list-style-type: none"> Advice about keeping your identity secure and fraud prevention tips. Resolution service offers help with contacting the three credit reference agencies, bank or credit card companies to amend or dispute any incorrect data held. The insurer will pay communication costs following identity theft. 	<ul style="list-style-type: none"> Advice on identity theft is available between 8am and 8pm. You will have to settle communication costs and claim them back from us. 	<p>Identity Theft Advice and Resolution Service</p>
<p>Consumer Legal Services website</p> <ul style="list-style-type: none"> Visit our Consumer Legal Services website at www.araglelegal.co.uk and register using your voucher code to download legal documents that can assist you with day-to-day legal issues. These include a free will and consumer complaint letters. Many documents offer legal review services. You can access our online law guide. 	<ul style="list-style-type: none"> Documents are restricted to personal legal matters. Some documents can only be used in England and Wales. Many documents are free while others attract a modest charge. Legal review services are subject to a fee. 	<p>Consumer Legal Services</p>
	<p>Territorial Limit</p> <p>The UK, Channels Islands and the Isle of Man except for contract and personal injury where cover extends to the EU, Norway and Switzerland.</p> <p>Period of Insurance</p> <p>Unless otherwise agreed the period of insurance shall be for twelve months.</p> <p>Legal Costs & Expenses</p> <ul style="list-style-type: none"> Reasonable costs incurred by the appointed advisor. The other side's legal costs Communication costs 	<p>MEANING OF WORDS & TERMS</p> <p>Territorial Limit</p> <p>MEANING OF WORDS & TERMS</p> <p>Period of Insurance</p> <p>MEANING OF WORDS & TERMS</p> <p>Legal Costs & Expenses</p>

Family Legal and Identity Theft Protection

This Policy is evidence of the contract between **you** and the **Insurer**

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 the **insured's legal costs & expenses** and **communication costs** up to

- £100,000 for INSURED EVENTS 7a)ii), and b)
- £2,500 for INSURED EVENT 7a)i)

where the **insured** is a retired police officer;

- £50,000 otherwise

for all claims related by time or cause, including the cost of appeals subject to all the following requirements being met.

- 1) **You** have paid the insurance premium.
- 2) The **insured** keeps to the terms of this policy and co-operates fully with **us**.
- 3) The INSURED EVENT happens within the **territorial limit**.
- 4) The claim
 - always has **reasonable prospects of success** and
 - is reported to **us**
 - during the **period of insurance** and
 - as soon as the **insured** first becomes aware of circumstances which could give rise to a claim.
- 5) Unless there is a conflict of interest the **insured** always agrees to use the **appointed advisor** chosen by **us** in any claim
 - to be heard by the **small claims court** and/or
 - before proceedings have been or need to be issued.
- 6) Any dispute will be dealt with through mediation by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body; agreed with **us**.

A claim is considered to be reported to **us** when **we** have received the **insured's** fully completed claim form.

INSURED EVENTS COVERED

1 EMPLOYMENT

A dispute with the **insured's** current, former or prospective employer relating to their contract of employment or related legal rights. A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the

- a) ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

The **insured** is required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.

Where the **insured** qualifies to have all or part of the employment tribunal or employment appeal tribunal fees refunded or reduced, an application for this refund or reduction must be made by the **insured** to HM Courts & Tribunals Service.

What is not covered under INSURED EVENT 1

Any claim relating to:

1. disputes arising solely from personal injury
2. defending the **insured** other than defending an appeal
3. **legal costs & expenses** for an employer's internal disciplinary process or an employee's grievance hearing or appeal
4. fees that are recoverable from an employer or ex-employer by order of the court or where the **insured** qualifies to have all or part of the fees refunded or reduced by HM Courts & Tribunals Service
5. an **insured's** employer's or ex-employer's pension scheme.
6. a compromise or settlement agreement between the **insured** and their employer unless such agreement arises from an ongoing claim under the policy.

2 CONTRACT

A dispute arising out of an agreement or alleged agreement which has been entered into by the **insured** for

- a) buying or hiring consumer goods or services
- b) privately selling goods
- c) buying or selling **your** main home
- d) renting **your** main home as a tenant
- e) the occupation of **your** main home under a lease.

What is not covered under INSURED EVENT 2

Any claim relating to:

1. a dispute with a tenant or leasee where the **insured** is the landlord or lessor
2. loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments
3. the **insured's** business activities, trade, venture for gain, profession or employment
4. a contract involving a motor vehicle
5. a settlement due under an insurance policy
6. construction work, or designing, converting or extending any building where the contract value exceeds £6,000 including VAT.

3 PROPERTY

A dispute relating to property which the **insured** owns following

- a) an event which causes physical damage to the **insured's** visible property including **your** main home
- b) a public or private nuisance or trespass provided that where any boundary is in dispute, **you** have proof of where the boundary lies.

What is not covered under INSURED EVENT 3

1. Any claim relating to:
 - a) a contract entered into by an **insured**
 - b) any building or land other than **your** main home
 - c) a motor vehicle
 - d) the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **your** property by any government, local or public authority
 - e) defending any dispute under INSURED EVENT 3 a) other than defending a counter claim or an appeal
 - f) a dispute with any party other than the person(s) who caused the damage, nuisance or trespass.

4 PERSONAL INJURY

A sudden event directly causing the **insured** physical bodily injury or death.

What is not covered under INSURED EVENT 4

Any claim relating to:

1. a condition, illness or disease which develops gradually over time
2. mental injury, nervous shock, depression or psychological symptoms where the **insured** has not sustained physical injury to their body
3. defending any dispute other than an appeal.

5 CLINICAL NEGLIGENCE

A dispute arising from alleged clinical negligence or malpractice.

What is not covered under INSURED EVENT 5

1. Any claim relating to a contract dispute.
2. Defending any dispute other than an appeal.

6 TAX

A formal enquiry into the **insured's** personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.

What is not covered under INSURED EVENT 6

Any claim relating to:

1. tax returns where HM Revenue & Customs impose a penalty or which contain careless and/or deliberate misstatements
2. a business or venture for gain of the **insured**
3. where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **insured's** financial arrangements

4. any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
5. an investigation by the Fraud Investigation Service of HM Revenue & Customs.

7 LEGAL DEFENCE

a) Work

An alleged act or omission of the **insured** that arises from their work as an employee and results in:

- i) the **insured** being interviewed by the police or others with the power to prosecute where the **insured** may be cautioned or subsequently charged with a criminal offence
- ii) a prosecution being brought against the **insured** in a court of criminal jurisdiction
- iii) attendance by an **insured** at a coroner's inquest or public enquiry where the deceased's death arose from police duty provided that where the **insured** is a retired police officer cover in respect of INSURED EVENTS 7 a)i) and ii) above shall apply whether or not the allegation arises from or relates to the **insured's** former work as a police officer,
- iv) civil proceedings being brought against the **insured** under unfair discrimination laws.

b) Other

A formal investigation or disciplinary hearing being brought against the **insured** by a professional or regulatory body.

What is not covered under INSURED EVENT 7

Any claim relating to:

1. owning a vehicle or driving without motor insurance or driving without a valid driving licence
2. a parking offence
3. costs available to the **insured** where they are a retired police officer and are entitled to
 - a) receive such costs under the Crown Court Means Testing scheme,
 - b) recover costs limited to legal aid rates in the event of their acquittal
4. **legal costs & expenses** in excess of £2,500 where the **insured's** claim is brought under INSURED EVENT 7a)i) and the **insured** is a retired police officer.

8 LOSS OF EARNINGS

The **insured's** absence from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the **appointed advisor** or whilst on jury service which results in loss of earnings.

What is not covered under INSURED EVENT 8

1. loss of earnings in excess of £1,000.
2. any sum which can be recovered from the court or tribunal.

3. costs available to the **insured** where they are a retired police officer and are entitled to
 - a) receive such costs under the Crown Court Means Testing scheme,
 - b) recover costs limited to legal aid rates in the event of their acquittal.

9 IDENTITY THEFT

A dispute arising from the use of the **insured's** personal information without their permission to commit fraud or other crimes provided the **insured** contacts our Identity Theft Advice and Resolution Service as soon as they suspect that their identity may have been stolen.

What is not covered under INSURED EVENT 9

The **insurer** will not pay for any money claimed, goods, loans, or other property or financial loss or other benefit obtained as a result of the identity theft.

WHAT IS NOT COVERED BY THIS POLICY (applicable to the whole policy)

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

1. **legal costs & 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 **insured** believed or ought reasonably to have believed could lead to a claim under this policy other than where **you** are a retired police officer and an allegation of assault, violence or dishonesty, malicious falsehood or defamation is first made against **you** in the **period of insurance** an amount below £100
3. an allegation against the **insured** involving:
 - a) assault, violence or dishonesty, malicious falsehood or defamation
 - b) the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials
 - c) illegal immigration
 other than where an allegation otherwise excluded by 4a) and 4b) is made against an **insured** who is a retired police officer
4. offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
5. a dispute between **your** family members other than where the **insured's** claim is brought under INSURED EVENT 7 and the **insured** is a retired police officer
6. an **insured's** deliberate or reckless act
7. a judicial review
8. a dispute arising from or relating to clinical negligence except as provided for in INSURED EVENT 5 CLINICAL NEGLIGENCE
9. a dispute with **us** not dealt with under Condition 7, or the **insurer** or the company that sold this policy
10. 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, funding, 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**
11. a group litigation order
12. the payment of fines, penalties or compensation awarded against the **insured**.

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

Where the **insurer's** risk is affected by the **insured'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 & expenses** from the **insured** if this happens.

1. The insured's responsibilities

An **insured** must:

- a) tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in the **insured's** favour
- b) cooperate fully with **us**, give the **appointed advisor** any instructions required, keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **legal costs & expenses, communication costs**, employment tribunal and employment appeal tribunal fees and, where recovered, pay them to the **insurer**
- d) keep **legal costs & expenses** and **communication costs** as low as possible
- e) allow the **insurer** at any time to take over and conduct in the **insured's** name, any claim
- f) provide a completely honest and truthful account for their defence to the **appointed advisor**.

2. Freedom to choose an appointed advisor

- a) In certain circumstances as set out in 2b) below the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- b) The **insured** may choose an **appointed advisor** if:
 - **we** agree to start proceedings or proceedings are issued against an **insured**, or
 - there is a conflict of interest,except where the **insured's** claim is to be dealt with by the **small claims court** where **we** shall choose the **appointed advisor**.
- c) Where the **insured** wishes to exercise the right to choose, the **insured** must write to **us** with **their** preferred representative's contact details. Where the **insured** 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 **insured** 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 an **insured**, cover will end immediately.
- e) In respect of a claim under INSURED EVENT 1 EMPLOYMENT, 2 CONTRACT, 4 PERSONAL INJURY or 5 CLINICAL NEGLIGENCE the **insured** must enter into a **conditional fee agreement** or the **appointed advisor** must enter into a **collective conditional fee agreement**, where legally permitted.

3. Consent

- a) The **insured** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured's** claim. The **insured** 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) An **insured** must have **your** agreement to claim under this policy.

4. Settlement

- a) The **insurer** has the right to settle the claim by paying the reasonable value of the **insured's** claim.
- b) The **insurer** has the right to recover employment tribunal and employment appeal tribunal fees from a settlement agreement between the **insured** and an employer or ex-employer under INSURED EVENT 1 EMPLOYMENT.

- c) The **insured** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **our** written agreement.
- d) If the **insured** refuses to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further **legal costs & expenses**.
- e) The **insured** must settle **communication costs** arising from INSURED EVENT 8 IDENTITY THEFT in the first instance and make a receipted claim to **us** for reimbursement.

5. Barrister's opinion

We may require the **insured** 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 **insured**, 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 shall be binding on the **insured** and **us**. This does not affect the **insured's** right under Condition 7 below.

6. Disputes

If any dispute between the **insured** and **us** arises from this policy, the **insured** can make a complaint to **us** as described on the back page of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured's** concerns the **insured** 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 an **insured** makes any claim which is fraudulent or false, the policy shall become void and all benefit under it will be forfeited including the premium.
- b) An **insured** 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 at all times. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **insured** has breached this condition and that the breach has:
 - i) affected **our** assessment of **reasonable prospects of success**, and/or
 - ii) prejudiced in any part the outcome of the **insured's** claimthe **insurer** shall have no liability for **legal costs & expenses**.

9. Cancellation

You may cancel the policy

- a) within 14 days of the date of its purchase with a full refund of premium paid provided a claim has not been accepted; or
- b) at any other time by giving **us** at least 21 days' written notice and the **insurer** will refund part of the premium for the unexpired period unless a claim has been or is later accepted by **us** 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 part of the premium for the unexpired term. **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 co-operate with or provide information to **us** or the contractor 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 intimidation or bullying of **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 & Jurisdiction

All legal instruments and rules referred to within the policy shall include equivalent legislation in 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

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear

Appointed Advisor

The solicitor, accountant, or other advisor appointed by **us** to act on behalf of the **Insured**

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 "no-win no-fee".

Conditional Fee Agreement

A legally enforceable agreement between the **insured** and the **appointed advisor** for paying their professional fees on the basis of "no-win no-fee".

Communication Costs

The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or faxes and credit reports where the **insured** has taken advice from **our** Identity Theft Advice and Resolution Service.

Insured

You, your partner and relatives permanently living with **you** in **your** main home in the UK. (The **insurer** will cover **your** children temporarily away from home for the purposes of higher education).

Insurer

Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof).

Legal Costs & 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. If the **insured** is a retired police officer and is committed to stand trial in a Crown Court and their claim is brought under INSURED EVENT 7a) ii) the **insurer** will pay a sum equal to any assessed income based contribution payable towards the costs of the defence incurred under the Crown Court Means Testing scheme limited to the amount which the **insured** would be assessed as being required to pay in the absence of this policy. For the avoidance of doubt where a claim is brought under INSURED EVENT 7a) the **insurer** will pay for attendance of the **appointed advisor** prior to and during interview by the police or other prosecuting authority.
3. Reasonable experts' reports, reasonably and properly incurred by the **appointed advisor**.
4. In civil claims, other side's costs, fees and disbursements where the **insured** has been ordered to pay them or pays them with **our** agreement.
5. Reasonable accountancy fees reasonably incurred under INSURED EVENT 6 TAX by the **appointed advisor** and agreed by **us** in advance.
6. The **insured's** communication costs.

Period of Insurance

The period shown in the schedule to which this policy attaches.

Reasonable Prospects of Success

1. Other than as set out in 2. and 3. below, a greater than 50% chance of the **insured** successfully pursuing or defending the claim and, if the **insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
2. In criminal prosecution claims where the **insured**
 - 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 **insured** being successful.

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

Small Claims Court

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the Channel Islands and Isle of Man where the policy applies.

Territorial Limit

For INSURED EVENTS 2 CONTRACT and 4 PERSONAL INJURY the United Kingdom, Channel Islands, Isle of Man, countries in the European Union, Norway and Switzerland. 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**, Brit Syndicate 2987 at Lloyd's.

You/Your

The person(s) named in the schedule to which this policy attaches.

Signed by



Managing Director
ARAG plc

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