

PCS Union Legal Assistance

Insurance Product Information Document

Company: Arc Legal Assistance on behalf of AmTrust Europe Limited Product: Legal Assistance

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

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

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?

Legal Assistance provides insurance to cover up to:

- £750 for Crime-Pre Charge
- £25,000 for Crime-Scottish Crime Cover
- £100,000 for Crime-Crown Court
- £50,000 for all other sections of cover

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 defend a claim in the following situations:

- ✓ **Crime – Pre-Charge:** If you are asked to attend an interview with the police or other agency to do with an event which may lead to you being cautioned or charged with a criminal offence, costs for you to see an adviser before the interview takes place, and for the representation at the interview itself where the Legal Services Commission refuses to fund representation by the 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.
- ✓ **Crime - Crown Court:**
 - **When Legal Aid is available:** If you are committed to stand trial in a Crown Court and you are entering a not guilty plea we will pay a sum equal to any assessed income based contribution payable towards legal costs 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.
 - **When Legal Aid is not available:** To defend a legal action in the Crown Court after any event which results in criminal proceedings brought against you, including making an appeal against your conviction or sentence.
- ✓ **Crime – Scottish Crime Cover:** To defend a legal action in the Criminal Courts after any event which results in criminal proceedings being brought against you, including making an appeal against your conviction or sentence.
- ✓ **Civil Legal Defence:** To defend your legal rights in the following circumstances arising out of your work as an employee:
 - In a civil action brought against you for compensation under data protection legislation



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.
- ✗ **Conflicts:** We will not cover any claims where costs are covered by another insurance policy.
- ✗ **Approved Costs:** We will not cover any advisers' costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval.



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.
- ! **Legal Assistance:** There is no cover where you are entitled to funding for legal assistance from a trade union, or an employer.

- In civil proceedings brought against you under legislation for unlawful discrimination

✓ **IOPC Complaints:** Advisers costs to represent you in an investigation by the Independent Office for Police Complaints Conduct provided that the investigation occurs when you are an employee of an agency subject to the jurisdiction of the IOPC service.

✓ **Representation at Public Inquiries and Inquests:** Advisers' costs to represent you, where you are required to give evidence at a Public Inquiry or Inquest and you are subject to cross examination by a lawyer representing another party.



Where am I covered?

- ✓ Claims which arise, or where proceedings are brought in:
- ✓ Crime – Crown Court: England and Wales
- ✓ Crime – Scottish Crime Cover: Scotland
- ✓ All other sections: The United Kingdom, and, provided your principal place of residence remains within the United Kingdom: The rest of the EEA, 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 incident and within no more than 180 days of you becoming aware of the insured incident.
- 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 can pay for your insurance in one lump sum with a debit / credit card or in monthly instalments by direct debit. If you pay by instalments, a credit charge will be applied.



When does the cover start and end?

Your cover will start and end on the dates shown on your schedule. Your policy may be renewed, and payment taken unless you contact us to stop it before the renewal date. We will contact you before your renewal date and before taking payment to confirm your renewal terms.



How do I cancel the policy?

You can cancel the policy at any time by calling us on 0345 209 4465 or writing to us at **Customer Services, Benefits2u Limited, Globe House, 24 Turret Lane, Ipswich, IP4 1DL.**

More information about your cancellation rights, applicable administration charges and the reasons we can cancel the policy are included with your policy documents.