

PCS Union
Legal Assistance

PCS UNION LEGAL ASSISTANCE

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **We** act.

If **You** make a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a **Conflict of Interest** arises. Where, following the start of court proceedings or a **Conflict of Interest** arising, **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

The insurance covers **Advisers' Costs** and other costs and expenses as detailed under the separate sections of cover, up to the **Maximum Amount Payable** where:-

- a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits**

and

- b) The **Legal Action** takes place in the **Territorial Limits**

IMPORTANT CONDITIONS

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of Success

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

Proportional Costs

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

Duty of Disclosure

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

Suspension of Cover

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

DEFINITIONS

Adviser **Our** specialist panel solicitors or their agents appointed by **Us** to act for **You**, or, and subject to **Our** agreement, where court proceedings have been started or a **Conflict of Interest** arises, another legal representative nominated by **You**.

Advisers' Costs	Legal or accountancy fees and disbursements incurred by the Adviser or other legal representative with Our prior written authority. Third party's costs shall be covered if awarded against You in a civil court and paid on the standard basis of assessment.								
Conflict of Interest	There is a Conflict of Interest if We administer and / or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.								
Data Protection Legislation	The relevant Data Protection Legislation in force in the Territorial Limits at the time of the Insured Event .								
Disclosure Breach	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.								
Insured Event	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Event shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time. In a claim arising from a prosecution the Insured Event is the date on which the alleged offence was committed or started to be committed.								
Legal Action(s)	a) The defence of civil legal cases for damages or injunctions, or b) The defence of criminal and motor prosecutions								
Maximum Amount Payable	The maximum payable in respect of an Insured Event is stated below: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">1a. Crime – Pre Charge</td> <td style="text-align: right; padding: 5px;">£750</td> </tr> <tr> <td style="padding: 5px;">1c. Crime – Crown Court</td> <td style="text-align: right; padding: 5px;">£100,000</td> </tr> <tr> <td style="padding: 5px;">1d. Crime – Scottish Crime Cover</td> <td style="text-align: right; padding: 5px;">£25,000</td> </tr> <tr> <td style="padding: 5px;">All other sections of cover</td> <td style="text-align: right; padding: 5px;">£50,000</td> </tr> </table>	1a. Crime – Pre Charge	£750	1c. Crime – Crown Court	£100,000	1d. Crime – Scottish Crime Cover	£25,000	All other sections of cover	£50,000
1a. Crime – Pre Charge	£750								
1c. Crime – Crown Court	£100,000								
1d. Crime – Scottish Crime Cover	£25,000								
All other sections of cover	£50,000								
Member	The individual for whom a premium has been paid to Us , who is a subscribing member of the PCS Union								
Period of Insurance	Any month which You have paid a premium for.								
Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a nominated Adviser of Our choice.								
Territorial Limits	Section 1c – England & Wales Section 1d – 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.								
We/Us/Our	Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the Insurer .								
You/Your/Insured Person	The Member								

THE SECTIONS OF COVER

1a Crime – Pre Charge

What is insured

If **You** are asked to attend an interview with the police or other agency 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
November 2020

interview takes place, and for representation at the interview itself where the Legal Services Commission refuses to fund representation by the **Adviser**.

1b Crime – Magistrates Court

What is insured

Advisers' Costs 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. Pleas in mitigation are covered where there is a 51% or greater prospect of such a plea materially affecting the likely outcome and when it is in the public interest to do so.

What is not insured:-

Claims arising from parking offences which **You** do not get penalty points on **Your** licence for

1c Crime – Crown Court

When Legal Aid is available

What is insured

If **You** are committed to stand trial in a Crown Court and you are entering a not guilty plea the **Insurer** 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. For the avoidance of doubt, neither **Our** resources, the resources of the **Insurer** or the resources of any other party involved in the provision of this insurance are otherwise available to **You** in order to meet such costs as **You** may be assessed as being required to pay under the Crown Court Means Testing scheme.

What is not insured:-

Claims

- a) For any amount **You** are ordered to pay in excess of the pre-conviction income based contribution under the Crown Court Means Testing scheme
- b) Arising from any action brought against **You** under the terms and/ or conditions of or for the breach of the terms and/ or conditions of a Representation Order Under the Crown Court Means Testing scheme
- c) Where **You** do not apply for a Representation Order under the Crown Court Means Testing scheme
- d) Where **You** do not provide information requested under the Crown Court Means Testing scheme
- e) Where **You** do not keep to the terms of the Representation Order
- f) Where **You** do not use an **Adviser** that can act under the terms of a Representation Order under the Crown Court Means Testing scheme

When Legal Aid is not available

What is insured

Advisers' Costs to defend a **Legal Action** in Crown Court after any event which results in criminal proceedings being brought against **You**, including making an appeal against **Your** conviction or sentence.

1d Crime – Scottish Crime Cover

What is insured

Advisers' Costs 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. Pleas in mitigation are covered where there is a 51% or greater prospect of such a plea materially affecting the likely outcome and when it is in the public interest to do so.

What is not insured:-

Claims arising from parking offences which **You** do not get penalty points on **Your** licence for

2. Civil Legal Defence

What is insured

Advisers Costs in a **Legal Action** to defend **Your** legal rights in the following circumstances arising out of **Your** work as an Employee:-

- a) In a civil action brought against **You** for compensation under **Data Protection Legislation**
- b) In civil proceedings brought against **You** under legislation for unlawful discrimination

3. IPCC Complaints

What is insured

Advisers' Costs to represent **You** in an investigation by the Independent Police Complaints Commission provided that the investigation occurs when **You** are an employee of an agency subject to the jurisdiction of the Commission service.

4. Representation at Public inquiries and Inquests

What is insured

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.

GENERAL EXCLUSIONS

1. There is no cover: -

- a) Where **You** are entitled to funding for legal assistance from a trade union, or an employer
- b) Where **You** are covered for **Advisers' Costs** under another insurance policy
- c) Where the claim is false or fraudulent
- d) Where the **Insured Event** began to start or had started before this insurance started
- e) Where an estimate of **Your Advisers' Costs** is more than the amount in dispute
- f) Where **Advisers' Costs** or any other costs and expenses are incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- g) For the amount of **Advisers' Costs** in excess of **Our Standard Advisers' Costs** where **You** have decided to use an **Adviser** of **Your** own choice
- h) For damages, interest, fines or costs awarded against **You** in a criminal court
- i) For claims over loss or damage where that loss or damage is covered under another insurance
- j) For claims made by or against **Us**, the insurance intermediary through whom this policy has been arranged, or **Your** Trade Union
- k) For appeals without **Our** prior written consent
- l) For the costs of any legal representative other than those of the **Adviser**
- m) Where **You** fail to comply with the Conditions of this insurance
- n) For claims made after **You** leave the PCS Union

2. There is no cover for any claim directly or indirectly arising from:-

- a) Libel, slander or verbal injury
- b) Any **Insured Event** intentionally brought about by **You** or any prosecution deliberately solicited by **You**
- c) A venture for gain by **You** or **Your** business partners
- d) An application for a judicial review
- e) Ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
- f) The radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment
- g) War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

CONDITIONS

1. Cancellation

You may cancel this insurance at any time by writing to **Your** insurance adviser providing 30 days written notice. If **You** exercise this right within 30 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a valid claim against the insurance.

We may cancel the insurance by giving fourteen days notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. **We** will refund any amount **You** have paid for the rest of the **Period of Insurance**.

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

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

2. Claims

- a) **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**. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced (see "How to Make a Claim" below). **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Legal Action**.
- b) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **Conflict of Interest** arises, and **You** wish to nominate an **Adviser** to act for **You**, **You** may do so. Where **You** have elected to use an **Adviser** of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- c) The **Adviser** will:-
 - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii) Keep **Us** advised of **Advisers' Costs** incurred.
 - iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi) Attempt recovery of costs from third parties.
- d) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- e) The **Insurer** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- f) **You** shall supply all information requested by the **Adviser** and **Us**.
- g) **You** are responsible for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid under this insurance will be reimbursed by **You**.
- h) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

3. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either **You** or **Us**, the arbitrator will decide how the costs are shared.

4. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to successfully defend a criminal prosecution or civil action

If **You** obtain an opinion from a solicitor or barrister appointed by **You** who believes that **Your** case has prospects of success as defined in Condition 4 above and the **Adviser** appointed by **Us** does not agree with that opinion **We** will appoint an independent barrister to assess the case. If the barrister's view supports **Our** opinion then **We** will decline to provide any further support. If the barrister's view supports **Your** opinion then **We** will accept the claim subject to all other terms and conditions of the policy. The costs of the barrister's assessment will be met by **Us** at all times.

5. Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

6. English Law

This contract is governed by English Law.

7. Language

The language for contractual terms and communication will be English.

8. Disclosure

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

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known

- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known

9. Fraud

In the event of fraud, **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) Will no longer be liable to **You** in any regard after the fraudulent claim

10. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim

11. Change in Law

Cover under this policy is based on law and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

CUSTOMER SERVICES INFORMATION HOW TO MAKE A CLAIM

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the Claims Helpline on **0344 770 1058** and quote "**Public and Commercial Service Union**".

We will send **You** a claim form which must be returned promptly with all relevant information.

Alternatively **You** can complete and submit **Your** claim form online by visiting <https://claims.arclegal.co.uk>.

If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Claims Helpline.

Privacy & Data Protection Notice

▪ Data Protection

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

▪ How We Use Your Personal Data and Who We Share it With

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

▪ Sensitive Personal Data

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

▪ Disclosure of Your Personal Data

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

▪ Your Rights

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

▪ Retention

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

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

Customer Service

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

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved yet plus an indication of when **You** will receive a final response. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us**, or before **We** have investigated the complaint if both parties agree.

Our contact details are:-

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel 01206 615000
Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel 08000 234 567
Email: complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if Arc Legal or AmTrust Europe Limited cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

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