

# Professional Pilots' Union Legal Solutions Policy Document

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

-  Legal advice helpline
-  Claims procedure.

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

## Make a claim 0117 917 1698

Report a claim between 9am and 5pm weekdays (except bank holidays) or go online [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims)

## Telephone helplines

24/7 legal advice on personal matters within EU law **0344 571 7976**

## Main benefits of Professional Pilots' Union Legal Solutions

Cover empowers an insured to pursue or defend their legal rights in the future. With support from ARAG, an insured could be protected from legal costs arising from:

- employment disputes, such as unfair dismissal or redundancy claims
- pursuing a claim for injury or death against the person or organisation at fault
- representation at an inquiry.

## Who is ARAG?

ARAG's UK operation provides a nationwide service from our Bristol Head Office. We are part of ARAG SE, a global leader in legal expenses insurance which generates annual premium income in excess of €1.65 billion.

It has always been our vision to enable everyone, not just those that can afford it, to assert their legal rights. With this aim in mind we provide innovative and affordable products to both companies and individuals.

We are committed to providing our customers with guidance, advice and security, both now and in the future. We recognise that we will only grow by ensuring that we provide excellent products and an outstanding service to our customers.



## Claims procedure

If an insured needs to make a claim they must notify us as soon as possible.

1. Under no circumstances should an insured instruct their own lawyer as the insurer will not pay any costs incurred without our agreement.
2. An insured can request a claim form, between 9am and 5pm Monday to Friday (except bank holidays) by telephoning **0117 917 1698** or by downloading one at **www.arag.co.uk/newclaims**
3. We will issue an insured with a written acknowledgement within one working day of receiving their claim form.
4. Within five working days of receiving all the information needed to assess the availability of cover under the policy, we will write to an insured either:
  - confirming the appointment of a qualified representative who will promptly progress the claim for them; or
  - if the claim is not covered, explaining in full why and whether we can assist in another way.
5. When a lawyer is appointed they will try to resolve the 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.

## Legal advice

If an insured has a legal problem we strongly recommend that they take advantage of our confidential legal advice helpline which is provided as part of this policy. The legal advice helpline is open 24/7. The advice covers personal legal matters within EU law.

Services are subject to fair and reasonable use. The query will be dealt with by a qualified specialist experienced in handling legal matters. Advice is available by telephoning **0344 571 7976**. Use of this service does not constitute reporting of a claim.

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

Brit Syndicate 2987 at Lloyd's is covered by the Financial Services Compensation Scheme (FSCS). An 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 from the FSCS.

## Professional Pilots' Union Legal Solutions

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

### Your policy cover

Following an Insured event the **insurer** will pay the **insured's legal costs & expenses** the limit of indemnity and aggregate limit as specified in the schedule, 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
  - a) always has **reasonable prospects of success**
  - b) is reported to **us**
    - i) during the **period of insurance**
    - ii) 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
  - a) to be heard by the **small claims court** and/or
  - b) before proceedings have been or need to be issued
- 6) Any dispute will be dealt with by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licencing body; or mediation 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

<p><b>1 Employment</b></p> <p>A dispute with the <b>insured's</b> 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</p> <p>a) ACAS Code of Practice for Disciplinary and Grievance Procedures, or</p> <p>b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland</p> <p>have been or ought to have been concluded.</p> <p>The <b>insured</b> is required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.</p> <p>Where the <b>insured</b> 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 <b>insured</b> to HM Courts &amp; Tribunals Service.</p>	<p><b>What is not covered under Insured event 1</b></p> <p>Any claim relating to:</p> <ol style="list-style-type: none"><li>1. disputes arising solely from personal injury</li><li>2. defending the <b>insured</b> other than defending a counter-claim or an appeal</li><li>3. <b>legal costs &amp; expenses</b> for an employer's internal disciplinary process or an employee's grievance hearing or appeal</li><li>4. fees that are recoverable from an employer or ex-employer by order of the court or where the <b>insured</b> qualifies to have all or part of the fees refunded or reduced by HM Courts &amp; Tribunals Service</li><li>5. a compromise or settlement agreement between the <b>insured</b> and their employer. <b>We</b> will be able to help the <b>insured</b> find a suitable solicitor who will assist the <b>insured</b> with this at their own expense.</li></ol>
<p><b>2 Personal injury</b></p> <p>A sudden event directly causing the <b>insured</b> physical bodily injury or death.</p>	<p><b>What is not covered under Insured event 2</b></p> <p>Any claim relating to:</p> <ol style="list-style-type: none"><li>1. a condition, illness or disease which develops gradually over time</li><li>2. mental injury, nervous shock, depression or psychological symptoms where the <b>insured</b> has not sustained physical injury to their body</li><li>3. defending any dispute other than an appeal.</li></ol>
<p><b>3 Legal representation</b></p> <p>a) An inquiry established by a statutory authority concerned with administration, management, education or training which the <b>insured</b> is required or requested to attend, or where it is in the interest of the <b>insured's</b> professional reputation or career to attend;</p> <p>b) A public or private inquiry held by a government authority into any accident or any occurrence in relation to any aircraft which the <b>insured</b> was involved in.</p>	<p><b>What is not covered under Insured event 3</b></p> <p>Any claim relating to:</p> <ol style="list-style-type: none"><li>1. contingency fees in USA and Canada.</li><li>2. the pursuit of any claim.</li></ol>
<p><b>4 Emergency assistance</b></p> <p>The <b>insured</b> being arrested or detained by the authorities of a country outside of the United Kingdom and Northern Ireland for an offence related to their employment as an airline pilot.</p>	<p><b>What is not covered under Insured event 4</b></p>

## What is **not covered** by this policy (applicable to insured events covered)

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
3. an amount below £100
4. an allegation against the **insured** involving:
  - a) assault, violence or dishonesty, malicious falsehood or defamation
  - b) the **insured's** intentional wrongdoing; or an act or omission with negligent disregard as to its consequences
  - c) illegal immigration
  - d) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
5. a dispute between **your** family members
6. an **insured's** deliberate or reckless act
7. a judicial review
8. a dispute arising from or relating to clinical negligence
9. patents, copyright, trade marks, passing-off, trade or service marks, registered designs, secrecy or confidential information
10. a dispute with **us, you, the insurer** or the party who arranged this cover not dealt with under Condition 6
11.
  - 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**.
12. a group litigation order
13. the payment of fines, penalties or compensation awarded against the **insured**.

## Policy conditions

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, and keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **legal costs & expenses**, employment tribunal and employment appeal tribunal fees and, where recovered, pay them to the **insurer**
- d) keep **legal costs & expenses** as low as possible
- e) allow the **insurer** at any time to take over and conduct in the **insured's** name, any claim.

### 2. Freedom to choose an appointed advisor

- a) In certain circumstances as set out in 2.b) 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:
  - i) **we** agree to start proceedings or proceedings are issued against an **insured**, or
  - ii) there is a conflict of interestexcept 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.
- 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 or 2 Personal injury, the **insured** enters into a **conditional fee agreement** or the **appointed advisor** enters into a **collective conditional fee agreement**, where legally permitted.

### 3. Consent

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 and cost control purposes.

### 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**.

### 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 6 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 and the matter can be dealt with by the Financial Ombudsman Service the **insured** can ask them 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

If the **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.

## 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 an **insured** 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 part of the premium for the remaining period unless the insured 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 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 **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 intimidation or bullying of **our** staff or suppliers
  - iii) where **we** reasonably suspect fraud.
- d) The **insurer** has the right to terminate the **insured's** entitlement to insurance under the **master policy** if they cease to be **your** member.

## 10. Acts of parliament, statutory instruments, civil procedure rules & jurisdiction

All legal instruments and rules referred to within the policy shall include equivalent legislation wheresoever cover applies within the **territorial limit** and any subsequent amendment or replacement legislation. This policy will be governed by English law.

## 11. Data Protection Act 1998

It is agreed by **you** and/or **insured** that any information provided to **us** and/or the **insurer** regarding the **insured** will be processed by **us** and/or the **insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may involve passing information to other parties. For our mutual protection and **our** training purposes, calls may be recorded.

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

A person who is not **you** and/or an **insured** under 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, mediator 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”.

### **Insured**

An airline pilot who is **your** member as declared to **us**.

### **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. Reasonable experts’ reports, reasonably and properly incurred by the **appointed advisor**.
3. 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.
4. Emergency expenses incurred by the **insured** in protecting their liberty and safety under insured event 4 Emergency assistance.

### **Master policy**

The master legal expenses policy issued by **us** to **you** from which **your** certificate is issued.

### **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 successfully 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.

### **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 small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the United Kingdom where the policy applies.

### **Territorial limit**

For Insured events 1 Employment and 2 Personal injury; the United Kingdom of Great Britain and Northern Ireland. For all other Insured events, Worldwide including USA and Canada.

### **We/Us/Our**

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**, Brit Syndicate 2987 at Lloyd’s.

### **You/Your**

The Professional Pilots’ Union.

Signed by



Managing Director of ARAG plc

## 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:



**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).



**customerrelations@arag.co.uk**



**ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN**

### Step 2

Should you remain dissatisfied you may be entitled to 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](http://www.lloyds.com/complaints)**



**Lloyd's, One Lime Street, London, EC3M 7HA.**

### Step 3

If Lloyd's is not able to resolve the complaint to your satisfaction then you may 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 or 0300 123 9123**



**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](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.

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ARAG plc and Brit Syndicate 2987 at Lloyd's are covered by the Financial Ombudsman Service.