

AJ Gallagher Special Constables – Legal Expenses

Renewal document

Quotation

This proposal is subject to our Terms of Quotation. Please refer to pages 6–8 and read fully.

Client name	AJ Gallagher
Client contact	
Customer name	Special Constables Legal Expenses
Product/service	Police Officers Legal Expenses
Arc Legal reference	60033
Customer base	Special Constables (Home Office)
Volume per annum	<i>Note: our proposal has been based on the policy volumes advised by you. We reserve the right to revisit pricing retrospectively if these volumes are incorrect.</i>



Legal Expenses Insurance – Renewal document for Special Constables Legal Expenses

Product specification			
Insured events	Indemnity limit	Excess	Minimum amount in dispute
Crime – Pre-Charge	An inner limit of or 5 hours	Nil	
Crime – Magistrates Court		Nil	
Crime – Crown Court		Nil	
Disciplinary Hearings		Nil	
IOPC Complaints		Nil	
Representation at Inquests		Nil	
Discrimination		Nil	
Civil Proceedings		Nil	
Personal Injury	& EU)	Nil	

Helplines

Legal & Tax Assistance Helpline
Care First Lifestyle helpline

Territorial limits

For Personal Injury: Worldwide

For all other sections: The United Kingdom, and, provided **Your** principal place of residence remains within The United Kingdom: The rest of the European Economic Areas (EEA), The Isle of Man, The Channel Islands, Andorra, Gibraltar, Monaco, San Marino, Switzerland and Turkey.



Legal Expenses Insurance – Renewal document for Special Constables Legal Expenses

Method of sale	Embedded
Underwriter	AmTrust
Term	1 Year
Price – net	per member, per annum, inclusive of brokerage, plus IPT

Policy wording	PDF/Word document
Arc Legal contact	
Quote valid until/effective date of renewal	90 days from date of issue
Date of issue	March 2024



Terms of Quotation

The above terms have been based on the material information supplied to us by you.

If it subsequently transpires that any of this information was materially incorrect, then Arc Legal reserve the right to revisit these terms prior to inception of the contract or, if the contract has commenced, retrospectively from inception.

The above terms are subject to receipt by us of a completed Contract Information Form(s), which must be returned to us no later than 2 weeks prior to the intended launch date. This includes agreement of the final gross premium. The form will then be reviewed by our Governance team to ensure the proposed distribution structure adheres to our regulatory obligations.

Should you wish to proceed with this quotation, there are various actions that must be undertaken to ensure that we comply with regulatory requirements and our obligations to the Underwriter, including:

- ◆ Agreement and execution of a Terms of Business Agreement
- ◆ Provision of policy wording, IPID and other fulfilment material, and agreement of final versions
- ◆ Agreement of promotional and marketing literature in all formats
- ◆ Agreement to complete and return our Conduct MI report on a quarterly basis, within 30 days of quarter end

We will provide you with an 'Implementation Pack' should you wish to proceed, that outlines all required actions, and the timescales for completion.

There are also certain obligations you must meet where sub-delegation applies. Please refer to the appendix at the end of this document that outlines our definition of what constitutes sub-delegation, and the contractual obligations we will require you to adhere to.

Appendices

Special terms

Delegation of authority requirements

At the inception of any new contract, the client should provide Arc Legal with full details of all their current Sub-Agent's and then any new Sub-Agents on appointment. In addition, the Client will maintain a record containing the name, address, regulatory status, FCA registration number, type of business and estimated income of each Sub-Agent and provide this to Arc Legal on request.

Prior to Sub Agent appointment:

The client shall ensure that the proposed Sub-Agent has the appropriate regulatory authorisation and permissions to undertake the provision and administration of the product/services quoted for above and undertake reasonable checks to satisfy itself that the proposed Sub-Agent is fit and proper to act as the Client's agent and is unlikely to default in relation to premiums held on behalf of the Underwriter. In particular, the Client shall:

- ◆ obtain a completed agency application from their Sub-Agent(s)
- ◆ obtain copies of the proposed Sub-Agent's last two audited financial statements
- ◆ confirm that the proposed Sub-Agent(s) have indemnity insurance which meets the minimum requirements of the FCA and obtain a copy of such insurance policy
- ◆ confirm by checking with the FCA, or such other relevant regulatory authority, that the proposed Sub-Agent(s) are not and have not been the subject of a regulatory sanction or other disciplinary action
- ◆ perform a TCF and conduct risk review on the Sub-Agent(s), with regards to the products that the Sub-Agent(s) will bind under their delegate authority

The Client shall submit such documentation to Arc Legal promptly on request.



Terms of business

The Client shall enter into a terms of business agreement (TOBA) or other written agreement with the Sub Agent(s) which:

- ◆ contains terms and conditions which are materially the same as those contained in Arc Legal's ToBA with the Client
- ◆ requires the Sub-Agent to comply with the Risk Transfer terms set out in the Arc Legal ToBA, evidence of such compliance should be available on request
- ◆ contains provision that the agreement terminates at the expiry of the Client's contract with Arc Legal
- ◆ includes a provision which allows Arc Legal to enforce any provisions of the agreement in the name of the Client and by virtue of the Contracts (Rights of Third Parties) Act 1999

Failure to fulfil requirements:

Where the proposed sub agents do not meet any of the following criteria, then the Client shall not appoint the proposed Sub-Agent(s), without the express written consent of Arc Legal

- ◆ Their last two audited financial statements show a trading loss
- ◆ Their indemnity insurance does not meet the minimum limit of £2,000,000
- ◆ They have been the subject of a regulatory sanction or other disciplinary action
- ◆ Their TCF and/or conduct review produce an unfavourable report

Appointed Representative of a Principal:

If any Sub-Agent is an Appointed Representative of a Principal other than the Client, then the Client shall procure that the Principal shall signify its consent to the Sub-Agent entering into the sub-agency agreement by endorsing the same as follows: *"We consent to [name of Appointed Representative] entering into this Agreement in its capacity as an Appointed Representative of [Name of Principal]"*, signed by an authorised signatory of the Principal.