



**The
Fostering
Network**

Legal Expenses

Introduction

Welcome, Arc Legal Assistance Limited (Arc) are delighted to be providing you with your legal policy as part of your membership with The Fostering Network and underwritten by Royal & Sun Alliance Insurance plc.

We know as foster carers you are very busy but please read this document carefully to familiarise yourself with the information, together with any addendum, endorsement or schedule we have provided.

If **you** have any questions or need anything explained, please contact **us** immediately. Please note, we are unable to confirm whether a certain incident or circumstances are covered unless a claim form is submitted.

Summary

Our legal policy provides cover in the following specific areas summarised below:

Criminal defence: we will cover costs arising from an offence related to a fostered child who is or has been under your care for your interview under caution and prosecution defence up to £150,000 for any one claim.

Defence of Civil Proceedings: we will cover costs for your defence in civil legal proceedings brought against you by a fostered child who is or has been under your care arising from an allegation of breach of your duties as a foster carer up to £25,000 for any one claim.

Representation Prior to a Barring Session: We will cover costs for your representations to the Disclosure and Barring Service (DBS) once you have received notification from the DBS that they are considering placing your name on the barring list following Schedule 3, part 1, Sections 2 – 5 and part 2, Sections 7 – 11 of the Safeguarding Vulnerable Groups Act 2006, or its equivalent in Northern Ireland, Scotland, the Isle of Man or the Channel Islands up to £5,000 for any one claim.

This policy provides cover to the member or retired foster carer member of The Fostering Network and his or her:

- husband, wife or partner;
- parent or partner's parents;
- children;
- any dependent living within the family home;

all of whom are permanently resident within The United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Republic of Ireland or the Isle of Man.

The Insurance also provides cover for members in their capacity as foster carers or former foster carers caring for:

- young adults under the staying put arrangements or supported lodgings; a child on a short break; a child where the foster carer is named as part of a support plan and parent and child placements.
- children under kinship arrangements as part of an assessment process through the member's local authority
- children under a special guardianship arrangement following the end of a fostering relationship provided there has been no gap between the end of the fostering relationship and the start of a special guardianship status

It is not the intention of this policy to provide cover which would normally be found under the personal liability section of a household policy. The Fostering Network advises members to make sure that your household policy includes such cover.

The policy does not cover payment of damages that may be awarded against you. Foster carers should check with their fostering service regarding payment of any such sum. This insurance does not cover any deliberate acts or penalties levied against you.

This summary does not form part of **your** policy or provide the full terms of **your** policy. Please continue reading the sections below for this information.

Assistance Helpline Services

You can contact one of **our** helplines to obtain legal advice and guidance. **We** will not accept responsibility if any of the helpline services fail for reasons beyond **our** control.

Legal Advice Helpline

01384 885 734

This helpline operates 24/7, 365 days a year and can provide advice on legal matters. Please note, this helpline service is not empowered to give advice on the admissibility of a claim under this policy. If **you** wish to make a claim, the helpline can provide **you** with a form that should be submitted directly to Arc Legal Assistance Limited.

Stress Support Service

01384 885 734

This helpline operates 24/7, 365 days a year.

Making a Claim

If **you** wish to make a claim, it's important to let **us** know as soon as possible and during the **period of insurance**. **You** can obtain and submit a claim form to **us** by using one of the contact methods below.



Visit

thefosteringnetworkclaims.legalim.co.uk

to submit **your** claim online.



Post **your** claim form to **us** at:

Arc Legal Assistance Limited
PO Box 8921,
Colchester,
CO4 5YD



Call **us** on:

01384 377000

Terms of Cover

This policy is written on a 'Claims Made' basis, which means it's important to let **us** know about any potential claims within 30 days and during this **period of insurance**. As a consequence, please note all cover therefore ceases upon expiry of this policy.

Please see the Policy Conditions section of this document, which sets out how **we** will assess **your** claim, **your** obligations to **us** under the policy and how **we** will handle **your** claim.

Meaning of Words

The words or expressions set out below have the following meaning wherever they appear emboldened in this policy.

Authorised Professional	A solicitor, counsel, claims handler, mediator or other appropriately qualified person appointed and approved by us under the terms and conditions of this policy to represent your interests.
Civil Legal Action	When formal legal proceedings are taken against an opponent in a Court of Law.
Claim Limits	The amount we will pay in respect of any one claim and the total amount payable within any one period of insurance as specified in the schedule .
Costs	Your authorised professional's fees, costs and disbursements which we have agreed or the costs of any other people involved in the legal proceedings if you have to pay those costs . This includes costs following an 'out-of-court' settlement to which we have agreed. This does not include any damages, fines or penalties you have to pay.
Court	A Court , tribunal or other competent authority.
Criminal Legal Action	When a criminal investigation against you commences.
Event	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.
Excess	The first amount of each and every claim as detailed in the schedule or insured event .
Fostered Child	A child you are responsible for and falls under one of the following descriptions: <ul style="list-style-type: none"> • A looked after child • A child on a short break under Section 17 of the Children Act 1989 (or similar provision in the other nations of the UK) • Young adults under staying put arrangements or supported lodgings placements (or other equivalent arrangements) • A child for whom the foster carer is named as part of the support plan • Parent and child placements • A child under a kinship care arrangement as part of an assessment process arranged by a local authority • A child under a special guardianship arrangement following the end of a fostering relationship, provided there has been no gap between the end of the fostering relationship and the start of a special guardianship status in respect of that child
Insurer	This insurance is administered by Arc Legal Assistance Limited and underwritten by Royal & Sun Alliance Insurance plc.
Insured Vehicle	A vehicle that you own or for which you are legally responsible.
Member	Under Legal Defence & Motor Prosecution Defence – a person who at the time of a claim is permanently resident in the Territorial Limits and a paid member/retired member of the policyholder . Under Barrister Representation – a person who at the time of a claim is permanently resident in the Territorial Limits, a paid member/retired member of the policyholder and is an approved foster carer/retired foster carer or alternatively a kinship carer during a local authority assessment process or a special guardian or a person approved by the policyholder to provide supported lodging and looking after a fostered child .
Period of Insurance	The dates as shown on your schedule .
Policyholder	The organisation shown in the policy schedule that has purchased this policy on your behalf.
Prospects of Success	At least a 51% chance of you achieving a favourable outcome.
Safeguarding Vulnerable Groups Act	Schedule 3, part 1, Sections 2 – 5 and part 2 and Sections 7 – 11 of the Safeguarding Vulnerable Groups Act 2006.
Schedule	The document which details your personal information for the purposes of this insurance and is attached to and forms part of this policy.
Standard Professional Fees	The level of costs that would normally be incurred by us in using an authorised professional of our choice.
Territorial Limits	The United Kingdom (meaning England, Scotland, Northern Ireland and Wales), Channel Islands and Isle of Man.
Terrorism	The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.
Time of Occurrence	Civil Cases – the date upon which the event first occurred. Criminal Cases – the time at which you are charged with an offence.
We, Us, Our	Arc Legal Assistance Limited and Royal & Sun Alliance Insurance plc.
You, Your	The member or retired member and their: <ol style="list-style-type: none"> Husband, wife or partner Parent or partner's parents Children Any dependent living within the family home

Cover

We will provide the cover detailed in the Insured Events section of this policy, subject to the terms, conditions and limitations shown below or amended in writing by us during the period of insurance.

Insured Events

Legal Defence	
What is Covered?	What is Excluded?
<ol style="list-style-type: none">1. Costs to defend criminal legal action taken against you.2. Costs to defend civil legal action taken against you by a fostered child arising from an allegation of breach of your duties as a foster carer.3. Costs to represent you where you have been requested to attend court or participate in criminal legal proceedings as an intervener. <p>Where a legal aid (or equivalent) scheme is available to you it must be utilised. Where such assistance is granted, costs will be limited to a sum equal to any pre-verdict contribution payable by you.</p>	<ol style="list-style-type: none">1. Costs required to be paid by you in excess of any assessed contribution.2. Any legal aid (or equivalent) contribution or costs payable post-verdict.3. Any costs where you fail to co-operate with the appropriate Legal Aid (or equivalent) Scheme, including using a representative that cannot act under any such scheme.4. Costs to defend any action, enforcement or recovery of sums payable against you under the rules of any legal aid (or equivalent) scheme.5. Any claim arising from or relating to a motor vehicle.

Motor Prosecution Defence	
What is Covered?	What is Excluded?
<p>Costs to defend criminal legal action taken against you where the conviction would result in the loss of a driving licence required by you to carry out essential duties as a foster carer.</p> <p>Where a legal aid (or equivalent) scheme is available to you it must be utilised. Where such assistance is granted, costs will be limited to a sum equal to any pre-verdict contribution payable by you.</p>	<ol style="list-style-type: none">1. Costs required to be paid by you in excess of any assessed contribution.2. Any legal aid (or equivalent) contribution or costs payable post-verdict.3. Any costs where you fail to co-operate with the appropriate Legal Aid (or equivalent) Scheme, including using a representative that cannot act under any such scheme.4. Costs to defend any action, enforcement or recovery of sums payable against you under the rules of any legal aid (or equivalent) scheme.5. Any claim arising from or relating to an allegation of driving under the influence of drugs/alcohol or the use of handheld electronic equipment.6. Any claim arising out of the use of a vehicle by you for racing, rallies, trials, off-roading or competitions of any kinds.

Barring Session Representation	
What is Covered?	What is Excluded?
<p>Costs for your representation to the Disclosure and Barring Service (DBS) once you have received notification from the DBS that they are considering placing your name on the barring list under the Safeguarding and Vulnerable Groups Act 2006, or its equivalent in Northern Ireland, Scotland, the Isle of Man or the Channel Islands.</p>	

General Exclusions

1. Costs incurred:
 - a. In respect of any **event** where the **time of occurrence** commenced prior to the commencement of this insurance.
 - b. Where **you** are aware of a circumstance that may give rise to a claim when purchasing this insurance.
 - c. Before **our** written acceptance of a claim.
 - d. Before **our** approval or beyond those for which **we** have given **our** approval.
 - e. Where **you** fail to give proper instructions in due time to **us** or to the **authorised professional**.
 - f. Where **you** are responsible for anything which in **our** opinion prejudices **your** case.
 - g. If **you** withdraw instructions from **or**, fail to respond to the **authorised professional**, withdraw from the legal proceedings or the **authorised professional** refuses to continue to act for **you**.
 - h. Where **you** decide that **you** no longer wish to pursue **your** claim as a result of disinclination. All **costs** incurred up until this stage will become **your** responsibility.
 - i. In excess of **our standard professional fees** where **you** have elected to use an **authorised professional** of **your** own choice.
 2. Any claim if **we** consider it is unlikely a favourable settlement will be obtained, or where the likely settlement is disproportionate compared with the time and **costs** incurred.
 3. Claims where **you** fail to follow the advice or proper instructions of **us** or the **authorised professional**.
 4. Appeals where **you** have failed to notify **us** in writing of **your** wish to appeal at least six working days before the deadline for giving notice.
 5. Any **costs** and expenses that could have been recovered under any other insurance or from a Trade Union, public body or employer.
 6. Legal action outside the **territorial limits**, and/or proceedings in constitutional, international or supranational courts or tribunals including the European Courts of Justice and the Commission and **Court** of Human Rights.
 7. Any dispute relating to written or verbal remarks which damage **your** reputation
 8. Any disputes involving a contract of insurance.
 9. Any disputes with **us** not dealt with under the arbitration condition.
 10. An application for judicial review or any **costs** incurred in new areas of law or test cases.
 11. Any **costs** relating to **your** alleged dishonesty, deliberate or wilful act, omission or misrepresentation.
 12. Any claims falling within the Small Claims Track limits.
 13. Any matter in respect of which you are entitled to legal aid (or equivalent), our liability shall be limited to the sum equal to any assessed contribution payable by you.
 14. Any claim that could've been accepted or rejected under a previous or new legal expenses policy for the reason of this policy being written on a different claims notification basis.
 15. Any claim arising from or relating to a class action.
 16. Any dispute relating to adoption of a child where the incident leading to the dispute occurs after adoption.
 17. The defence of civil legal action concerning:
 - a. Injury or disease (including psychiatric injury and stress).
 - b. Damage to or loss or destruction or property.
 - c. An alleged breach of professional duty other than **your** duties as a foster carer.
 18. Disputes or legal proceedings between any parties specified as **you** in the policy.
 19. Any dispute **you** have with the **authorised professional**, any party involved in the arrangement of this policy or with **us**.
 20. Any **costs** that do not arise as a result of your work as a foster carer.
 21. Any direct or indirect liability, loss or damage caused:
 - a. to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
 - b. by computer viruses.

This does not apply to legal proceedings connected with claiming compensation following **Your** death or bodily injury.
 22. Any claim or expense of any kind caused directly or indirectly by:
 - a. ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
 - b. the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
 23. Any loss or damage caused by any sort of war, invasion or revolution.
 24. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
 25. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **terrorism**.
-

Policy Conditions

Notifying Us

If anything happens which could lead to a claim under this policy, **you** must let **us** know as soon as possible by submitting a claim form and providing **us** with all the information **we** may need. Until **you** have let **us** know about the claim and **we** have provided acceptance in writing, **we** will not be responsible for any **costs**, nor will **we** cover any **costs** that were incurred before **we** accepted the claim.

It's important to remember that **you** must notify claims in writing directly to Arc Legal Assistance Limited. Informing any of **our** Advice Helplines does not constitute as notification of a claim.

Claims Decision

The decision to accept **your** claim will take into account the advice of the **authorised professional**, as well as **our** own claims handlers. **We** may require, at **your** expense, an opinion of an expert or counsel on the merits of **your** claim. If the claim is subsequently admitted **your costs** in obtaining such an opinion and providing such advice will be reimbursed under this insurance.

Your claim will be accepted if all of the following apply:

1. The position has not been prejudiced.
2. **We** have assessed **your** claim and deem it to have **prospects of success**.
3. It's likely a sensible settlement will be obtained and is proportionate with the time and **costs** incurred in dealing with **your** claim.
4. The **event** and action required are covered by this insurance under the Insured **Events** section. The **event** must have happened within the **territorial limits** and during the **period of insurance**.
5. **You** have kept to the terms and conditions of this policy and none of the exclusions listed under the General Exclusions section apply.

After receiving **your** claim or during the course of it **we** may find:

1. **Your prospects of success** are insufficient.
2. There is a more suitable course of action.
3. **We** cannot agree to the claim.

In these circumstances, **we** may not continue to support **your** claim and will tell **you** why in writing.

We may also limit the **costs** that **we** pay under the policy for **your** claim in the following circumstances:

1. **We** consider it is unlikely a favourable settlement will be obtained.
2. The likely settlement is disproportionate with the time and expenses necessary to achieve it.
3. There are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively, where it may cost **us** more to handle a claim than the amount in dispute **we** may, at **our** discretion, pay to **you** the amount in dispute which will represent full and final settlement under this policy providing **you** have complied with all terms and conditions.

If **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any **costs** incurred to date will become **your** own responsibility and will need to be repaid to **us**.

Representation

If **your** claim is accepted, **we** will take over and conduct the prosecution, pursuit, defence or settlement on **your** behalf. **We** will also select an **authorised professional** of **our** choice to act on **your** behalf.

If legal action is agreed by **us**, **you** can continue to use the **authorised professional** **we** have selected. However, **you** are also entitled to nominate an **authorised professional** of **your** choice, although this must be agreed with **us** in advance, confirmed in writing and **you** will be responsible for any **costs** in excess of **our standard professional fees**. **You** will need to satisfy **us** that **your** chosen representative has the appropriate experience and skills to represent **you**, and **you** shall have a duty to minimise the **costs** of legal action.

Any dispute arising from or in relation to the **authorised professional** shall be referred in arbitration in accordance with the policy conditions.

Conduct of Claim

1. It's important to co-operate with **us** at all times. **You** must give **us** and the **authorised professional** all the information and help required. This will include a truthful account of **your** case, any paperwork requested and information on all material developments.
2. **We** will have direct access to the **authorised professional** at all times. **We** shall also be entitled to (at no cost to **us**) obtain any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **you** shall give any instructions to the **authorised professional** which may be required for this purpose.
3. **You** or the **authorised professional** must notify **us** immediately in writing of any offer or payment into **court**, made with a view to settlement, and **you** must await **our** written agreement before accepting or declining any such offer.
4. **We** will not be bound by any promise or undertaking given by **you** to the **authorised professional** or by either of **you** to any **court**, witness, expert, agent or any other person without **our** agreement.

Due Care

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by **us**.

Recovery of Costs

You should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay **you** all or any costs, charges, fees, expenses or compensation **you** will do everything possible (subject to **our** directions) to recover the money and hold it on **our** behalf. If payment is made by instalments these will be paid to **us** until **we** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

Fraud

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to the police or fraud prevention agencies. **We** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. In these circumstances, **you** will not be entitled to any refund of premium or benefit under the policy. **We** may also take legal action against **you** and inform the appropriate authorities.

Arbitration

Any dispute between **you** and **us**, which is not solved by either party, will be governed by the laws of England and Wales and will be referred to a single arbitrator. The arbitrator shall be a solicitor or barrister on whom **we** both agree. If **we** are unable to agree, one will be nominated by the Law Society. Where appropriate, the dispute will be resolved on the basis of written submissions, and the cost of resolving the dispute will be met in full by the party against whom the decision is made. The arbitrator shall have the power to apportion **costs** in the case that a decision is not clearly made against either party.

Privacy Policy and Data Protection Notice

We are committed to protecting and respecting **your** privacy in accordance with the current **data protection legislation** ("Legislation"). For more information about the ways in which **we** process **your** personal data, please visit www.arclegal.co.uk/privacy-policy.

A copy of this **insurer's** privacy policy is available to view at <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, Arc Legal Group.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Cancellation

If the **policyholder** decides this policy does not meet their insurance needs, please return it to the agent within 14 days from the date of purchase. Providing that no claims have been made, **we** will refund the premium in full. The **policyholder** may cancel this policy at any time after the first 14 days by informing the agent, although no refund of premium will be payable.

We may at any time cancel this insurance by giving 14 days' notice in writing where there is a valid reason for doing so.

Act of Parliament

Any reference to an Act of Parliament within the policy shall include an amending or replacing Act, and also include equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless **your** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

Complaints Procedure

In the event of a complaint arising under this insurance, **you** should in the first instance contact Arc Legal Assistance Limited.



Write to **us** at:

Arc Legal Assistance Limited
PO Box 8921,
Colchester,
CO4 5YD



Email **us** at:

customerservice@arclegal.co.uk



Call **us** on:

01206 615000

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR.

Tel: 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Authorisation

This policy is administered by Arc Legal Group, a trading style of Arc Legal Assistance Ltd, 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 Royal & Sun Alliance Insurance Ltd, Registered Office: St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Royal & Sun Alliance Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202323. These details can be checked on the Financial Services Register at www.fca.org.uk.