

C1

APPLICATION FOR LEGAL ASSISTANCE – PERSONAL INJURY AND ACCIDENT CLAIMS



Form can be printed in Black & White

BB/BC Ref	PFEW HQ Ref
-----------	-------------

SECTION A – MEMBER'S DETAILS

Suffix	D.O.B.
First Name	Surname
Date joined	Collar/Warrant Number
Rank	Force
Force	Station
Email	Contact Number(s)
Address (please include postcode)	

SECTION B – APPLICANT'S DETAILS (if different from above)

Suffix	Relationship to Member
First Name	Surname
Email	
Contact Number	
Address (please include postcode)	

SECTION C – FEDERATION REPRESENTATIVE’S DETAILS

Full Name	Telephone
Rank/Number	Email
Force	Station

SECTION D – PERSONAL INJURY CLAIM

ONGOING CLAIMS

	Yes	No
Are you currently pursuing a personal injury claim, (including a Criminal Injuries Compensation Authority (“CICA”) claim)?		
Is the claim being funding by the PFEW?		
If YES, please provide details of the injury and the claim, including any reference numbers (continue on a separate sheet as necessary)		

CURRENT CLAIM

Provide details of the personal injury claim you are seeking to bring. Is it a physical or mental injury (or both), how and when did it occur, who caused it, what impact does it have on you and what is your prognosis (if you know it). Attach any relevant documents, including medical reports (continue on a separate sheet as necessary).

SECTION E – ACCIDENTS

Date/Time of Accident:	Location:
Brief Description (e.g. road traffic accident etc...):	

For accidents involving motor vehicles, please provide names and addresses of owners and/or drivers, registration numbers and insurance details, including policy numbers. If own/private vehicle involved, state the type of insurance cover, e.g. comprehensive/third party etc...

Where relevant, state which Police Force is handling the investigation	
--	--

Please list all injuries sustained by you in the accident

Have you recovered? If not, please provide details of the continuing impact of the accident, e.g. are you still taking medication and/or using equipment

Who do you believe is responsible for the accident and why? Please provide details

Who do you believe is responsible for the accident and why? Please provide details

Provide names and addresses of witnesses

PLEASE ATTACH A DETAILED WRITTEN STATEMENT, A SKETCH PLAN, AND ANY OTHER RELEVANT SUPPORTING DOCUMENTS

SECTION F – TREATMENT

Please provide details of where and from whom you receive treatment relating to your personal injury/accident.

Name of Hospital	Name of Consultant
Specialist Department	Title/Specialism
Address	Address
Telephone number	Telephone number

Name of General Practitioner	Name of Counsellor/Therapist
Title/Specialism	Title/Specialism
Address	Address
Telephone number	Telephone number

SECTION G – ABSENCES AND FINANCIAL LOSSES

Provide details of any absences from work, including dates	
Provide details of any loss of overtime or other benefits	
Provide details of any other losses suffered as a result of the accident, e.g. vehicle or other property damage, increased transport and/or living costs, treatment costs and increased family expenses	
Provide details of benefits you have claimed, including insurance and Department of Work and Pension payments	
National Insurance Number:	

SECTION H – CCFA & CFA

The majority of personal injury, accident and clinical negligence claims will be conducted by our panel solicitors under a Conditional Fee Agreement (“CFA”) or a Collective Conditional Fee Agreement (“CCFA”).

The agreement with our panel solicitors covers new cases. We wish to emphasize that whilst the cases are run under a CFA or a CCFA, this will have no effect upon the way in which cases are handled.

	Yes	No
Are there advisors or solicitors to whom this application should <u>NOT</u> be sent, e.g. because of conflict?		
If YES, please provide details		

SECTION I – PERSONAL & SPECIAL CATEGORY DATA

In considering this application and providing the Applicant with professional advice and/or legal assistance (“Legal Assistance”), the PFEW (which includes the officers, staff and representatives of its offices in Leatherhead, and the officers, staff and representatives in the Branch Board and Branch Council from which the Applicant has sought assistance), will process the Applicant’s personal data and (where applicable) special category data. The PFEW considers that such processing is necessary for the purposes of:

- This agreement, including obtaining professional and/or legal advice in connection with legal proceedings, (including prospective legal proceedings) and establishing, exercising and defending legal rights;

And/or

- The legitimate interests of the PFEW.

In all cases, processing could include the PFEW sharing the personal data and special category data of the Applicant with professional advisors or solicitors (“Advisors”) and with any third party authorised by the PFEW (including, but not limited to, other professional advisors or solicitors, experts, insurers and costs assessors) (“Authorised Third Parties”) and the Advisors and Authorised Third Party sharing the Applicant’s personal data and special category data with the PFEW.

The PFEW’s legitimate interests include ensuring that the PFEW manages its funds in accordance with its fund rules and that the PFEW and Applicants are receiving appropriate, good quality and value for money Legal Assistance.

The Applicant’s personal data and special category data will be held by the PFEW in the UK. It will be held electronically and may also be held in paper form and, in whatever form the data is held, will be destroyed six years after the last meaningful action arising out of this application.

SECTION J – APPLICANT’S DECLARATION – TERMS & CONDITIONS

I certify that the incident or issue arose:

	Yes	No
Whilst I was engaged on police duty		
Is related to the performance of my police duty		
Whilst I was travelling to or from police duty		
None of the above apply		

LEGAL ASSISTANCE CONDITIONS

The Police Federation of England and Wales (“PFEW”) is considering providing professional advice and/or legal assistance (“Legal Assistance”) to you as a Qualifying or Retired Member or a member of the Qualifying or Retired Member’s family or their personal representative; in each case, (“You or Your”).

Decisions to provide Legal Assistance will be made in accordance with Part 4 (as amended) of the Police Federation (England and Wales) Regulations 2017 and The Police Federation Fund Rules, as approved from time to time by the Secretary of State for Home Affairs (together “the Rules”) and the PFEW’s “Legal Assistance – Funding Criteria”.

Before making this application for Legal Assistance, You must have made all reasonable enquiries of whether You have alternative sources of funding, including but not limited to Legal Aid, if you are eligible for the same, the Police Force and/or PCC for the area in which You or the Qualifying or Retired Member works or worked.

The PFEW will not provide Legal Assistance where Legal Aid is available to You and You are not required to make any financial contribution (“Contribution”) towards that Legal Aid. Where You are offered Legal Aid which requires You to make a Contribution the PFEW may:

- a) Refuse to provide You with Legal Assistance if You unreasonably refuse that offer of Legal Aid, or where the PFEW does not agree that You should refuse that offer;
- b) Agree to indemnify You against, or provide financial support, for the amount of the Contribution.

The PFEW will consider Your application for Legal Assistance based on the information You provide in this application together with any supporting documents or information (“Information”) it receives about Your application. You warrant that all Information provided by You is accurate and truthful to the best of Your knowledge and belief. Notwithstanding the PFEW considering your application for Legal Assistance, it remains Your responsibility to ensure that any claim, investigation or proceedings for which Legal Assistance is sought (“Proceedings”) are commenced in accordance with the time limits of those Proceedings.

Legal Assistance will be subject to ongoing monitoring and review and the PFEW reserves the right to withdraw Legal Assistance at any time, and for whatever reason, in its absolute discretion, relating to any Proceedings for which Legal Assistance has been provided.

Legal Assistance may include payment of, or contribution to, costs or payments (including fees) that You are required to pay to other parties to Proceedings, and/or third parties, and/or Your own legal fees and costs (together referred to as “Costs”) and/or the difference between the premium payable for After the Event Legal Expenses Insurance (“ATE”) that You obtain in relation to Proceedings and the amount You recover in Proceedings for that ATE premium.

In the event that the PFEW agrees to provide You with Legal Assistance, You must instruct advisors or solicitors (“Advisors”) who are approved by the PFEW and who have agreed to act in accordance with the PFEW’s Service Level Agreement (“SLA”)/Terms of Business Agreement (“TOBA”)/Conditional Fee Agreement (“CFA”)/Collective Conditional Fee Agreement (“CCFA”). The PFEW shall not be liable for any Costs You incur, or become liable to pay, prior to the PFEW agreeing to provide you with Legal Assistance, or prior to the Advisors agreeing to act in accordance with the SLA/TOBA/CFA/CCFA, nor where You have instructed Advisors who are not approved by the PFEW or where that liability has arisen or been incurred other than in accordance with the terms of the SLA/TOBA/CFA/CCFA.

Where the PFEW reasonably considers, or is advised (whether by the Advisors, a third party, or as a consequence of a decision, determination or judgement in the Proceedings) that You have made or committed any dishonest or misleading declaration, act or omission when submitting this application or during the Proceedings, or where You

behave or have behaved unreasonably, Legal Assistance will be withdrawn. The PFEW will not pay any Costs or Adverse Costs consequently upon the aforesaid matters and the PFEW will be entitled to recover from You any payment it has made, or is liable to pay, in relation to those Proceedings.

You agree that, in the event that the PFEW recovers any Costs it has paid in respect of the Proceedings, it will be entitled to retain those Costs

You further agree that, in the event of You receiving or being entitled to payment for Costs, including being awarded any damages or compensation in Proceedings (“Award”), You will repay to the PFEW, from any payment made to You for Your Costs and/or Award that amount of Your Costs as the PFEW has paid, or will be liable to pay, on Your behalf, and/or where payment is made to Your Advisors, to instruct them to pay that sum to the PFEW.

You further agree that You shall:

- a) Tell the PFEW and the Advisors immediately of anything that may materially affect the Proceedings, or alter the Advisors assessment of the Proceedings, or the PFEW’s decision to continue providing you with Legal Assistance;*
- b) Co-operate fully with the PFEW and the Advisors and with any Court or Tribunal;*
- c) Give the Advisors any instructions required and not act unreasonably in the conduct of the Proceedings;*
- d) Take reasonable steps to recover any Costs that are recoverable and that the PFEW has paid;*
- e) Instruct the Advisors to have Your Costs assessed or audited if requested by the PFEW or recommended by the Advisors;*
- f) Minimize any Costs that the PFEW has to pay;*
- g) Not terminate your retainer with the Advisors without the consent of the PFEW;*
- h) Pay such sums or subscriptions You are required to pay in accordance with the Rules.*

In signing, I confirm that I am agreeing to the above Conditions.

Signature	Date

SECTION K – FOR COMPLETION BY BRANCH SECRETARY OR DECISION MAKER

Eligibility for legal assistance

	Yes	No
The Applicant is a contributor to the PFEW’s Voluntary Fund		
The Applicant was a contributor to PFEW’s Voluntary Fund on the date of the incident for which Legal Assistance is sought		
The Applicant is a family member of a Qualifying Member who is a contributor to the PFEW’s Voluntary fund		
The Applicant is a family member of a Qualifying Member who was contributing to the PFEW’s Voluntary fund on the date of the incident for which Legal Assistance is sought		
The Applicant is entitled to seek the assistance of the PFEW		



Legal Aid/MOPAC/Police & Crime Commissioner funding

	Yes	No
An application has been made:		
• For Legal Aid		
• To MOPAC/The Office of the PCC		
• To the Chief Constable		
The application was refused (if yes, please provide details)		
The application was successful but is not acceptable (if YES, please provide details below)		
<p><i>Where the PFEW considers that the Applicant's costs should be met by MOPAC, the Chief Constable or Police and Crime Commissioner in the area where the Qualifying Member works or worked, the PFEW may wish to discuss this with those bodies. The Applicant and (where relevant), Qualifying Member will be consulted in advance of such discussions but where either objects, this may affect the decision to provide Legal Assistance.</i></p>		

	Yes	No
This case is suitable for the Licensed/Direct Access (Bar Direct) Schemes		

Please provide any further relevant information (continue on a separate sheet as necessary).

I wish to recommend the following advisor (e.g. solicitor/barrister/expert).

Name of advisor	Name of firm/chambers
Telephone contact number	Contact email
Address (including postcode)	
State why you have recommended this advisor	

	Yes	No
Are there advisors or solicitors to whom this application should <u>NOT</u> be sent, e.g. because of conflict?		
If YES, please provide details		

I CONFIRM THIS CASE ARISES FROM AN INCIDENT WHICH IS COVERED BY THE PFEW FUND RULES. ALL RELEVANT CIRCULARS AND ENTRIES IN THE PFEW LEGAL SERVICE FUNDING CRITERIA, PROCEDURES AND MEMBERSHIP SERVICES HANDBOOK HAVE BEEN COMPLIED WITH.

Authorised Signature	Date
Full Name	Position

