

Police Federation

Legal Expenses Group Insurance Policy

Policy Wording



www.temple-legal.co.uk

Temple Legal Protection and Temple Funding
are authorised and regulated by the Financial
Conduct Authority

WE HELP MORE

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LEGAL EXPENSES GROUP INSURANCE

Comprehensive legal expenses insurance for you

Thank you for choosing to insure with Temple Legal Protection. We have designed this policy as a comprehensive legal expenses product to help protect you against legal problems which can occur as a result of your day-to-day life. As the cost of legal actions can be great both in terms of time involved and cost, this policy is designed to provide valuable peace of mind.

This policy document explains the insurance contract between you and us. Please take time to read through this document and in particular take note of the correct procedures to follow.

A handwritten signature in black ink, appearing to read "Laurence Jones". The signature is written in a cursive style and is positioned above the title "Managing Director".

Managing Director

Temple Legal Protection Limited Head and Registered Office:

One Bell Court

Leapale Lane

Guildford

Surrey GU1 4LY

Registered in England and Wales No. 3698194

Website: www.temple-legal.co.uk

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HELPLINE SERVICES

In the event of a personal legal problem, you can take advantage of our confidential legal advice helpline which can advise on your legal position and what course of action is available to you. When phoning, please have available your policy number or the name of the insurance provider you purchased this policy from.

Legal Advice Service

This service provides you with access to qualified specialists experienced in handling a range of personal legal problems affecting you under UK law.

You can obtain confidential legal advice by phoning **01483 954 080**. This helpline is open 24 hours a day, 365 days a year.

Counselling Service

This service provides access to qualified, experienced and professionally accredited counsellors who will provide telephone support on matters causing you distress, either at home or in the workplace.

Support can be provided on issues such as depression, stress, financial difficulties, family problems or the psychological effects of suffering or witnessing an accident at work.

This helpline is available by phoning **01482 577099** and is open 24 hours a day, 365 days a year.

Legal Document Service

Create your own legal documents to assist in an extensive range of personal legal situations.

To access this facility visit the following website:

www.temple-legal.co.uk/legal-services-personal

Please use the access code detailed on the schedule. If you have not accessed this service before, you will need to register as a new user.

Using the helpline services does not register formal notification of a claim. Please follow the claims reporting procedure detailed on page 5 of this policy document.

MAKING A CLAIM

Whilst certain legal problems can be successfully resolved by using expert guidance provided by the helpline services, other problems may result in you needing to notify us of a claim under this policy.

If you need to make a claim, please note the following:-

1. This is a claims made policy and only claims notified during the period of insurance can be considered.
2. You must notify a claim as soon as you first become aware of a situation which has given rise to a claim under this policy. Failing to act as quickly as possible could prejudice the case and lead to rejection of your claim.
3. We will not pay any costs incurred before your claim is accepted. You will be responsible for any costs incurred if you instruct your own solicitor, barrister, accountant or other legally qualified person without our agreement.

4. Claims should be notified as follows:

Personal Claims Department

All other claims should be notified to the Personal Claims Department by phoning **01483 954 089** between the hours of 9am and 5pm, Monday to Friday.

Completed claim form should be returned to us as soon as possible:-

by email: bteclaims@temple-legal.co.uk

or by post: Personal Claims Department, Temple Legal Protection Limited,
One Bell Court, Leapale Lane, Guildford GU1 4LY

5. Once your claim form has been assessed, we will advise whether your claim has been accepted and if a representative is to be appointed to progress your claim.

As part of this assessment we will need to determine how likely you are to be successful in your claim. You may be asked to provide additional information which could include, but not strictly limited to: copies of any communication you have sent or received, copies of your motor insurance documents and details of insurance held by any other parties involved in an accident, contact details of witnesses or police, medical reports, expert reports and any other information relevant to the claim.

Please note that prospects of success must exist throughout the duration of the claim and cover could be withdrawn if at any point it is no longer likely that your claim will succeed. This may happen if new evidence or information comes to light as the claim progresses.

6. If your claim is not accepted, we will explain the reason why and advise if we can assist in any other way.

Please also refer to the Claims Conditions on pages 15 and 16 of this policy document.

DEFINITIONS

Certain words or phrases will appear throughout this policy in **bold type** and will have the following meanings.

Agent

Philip Williams & Company.

Appointed representative

A solicitor, barrister, accountant or other appropriately qualified person or firm appointed by the **Insurer** to act for the **Insured** in accordance with the terms of this policy.

Co-insurance

The amount specified in the schedule, expressed as a percentage of the **Professional expenses** that shall be payable by the **Insured**, in addition to any **Excess**, if the **Insured** chooses a representative, other than an **Appointed representative** chosen by the **Insurer**, where that representative does not agree to the **Insurer's** standard charging rates.

Excess

The amount specified in the schedule, which is the first amount of a claim that shall be payable by the **Insured**.

Insured

Section 1-7 Member Only

Section 8-10 Member and their Partner

Section 11-19: Member and any members of their family who permanently live with them in the **Territorial limits**.

Insured event

A section of cover highlighted in the schedule as 'Included'.

Insured Vehicle

A vehicle that the Member owns or is legally responsible for including any caravan or trailer whilst being legally towed.

Insurer

Temple Legal Protection Limited who are authorised under a binding authority agreement to underwrite and administer this insurance on behalf of Royal & Sun Alliance Insurance Ltd.

Limit of indemnity

The limit specified in the schedule, which is the **Insurer's** maximum liability under this policy in respect of:

- (a) any one claim arising at the same time or from the same originating cause;
- (b) the aggregate for all claims notified during the **Period of Insurance**

Recognised Police Representative Bodies

Police Federation of England and Wales, Superintendents Association, NPCC, Unison, GMB, PCS of any other recognised trade union representing police staff

Member

All eligible individuals who are members of a relevant Group Insurance and who have paid the appropriate subscription and reside in the United Kingdom, Channel Islands or Isle of Man.

Partner

The member's cohabiting partner who lives at the same address and shares financial responsibilities, excluding business partners or associates.

Period of insurance

The period shown in the schedule.

Policyholder

The appointed Trustees of the Police Federation Insurance Scheme as shown in the policy schedule.

Professional expenses

In connection with an **Insured event** and not exceeding the **Limit of indemnity**:

- (a) Fees, expenses and other disbursements reasonably and proportionately incurred by the **Appointed representative** and agreed by the **Insurer**.
- (b) Opponent's costs in civil cases for which the **Insured** becomes liable and which are agreed by the **Insurer**.

Professional expenses payable by the **Insurer** shall not include any VAT that may be recoverable by the **Insured**.

Prospects of success

- (a) In civil cases it must be more likely than not that:
 - (i) the **Insured** will achieve a successful outcome in the pursuit or defence of their claim; and
 - (ii) the **Insured** will succeed in enforcing a judgment for damages or compensation or obtain any other legal remedy to which the **Insurer** has agreed.
- (b) In criminal prosecution claims it must be more likely than not that:
 - (i) the **Insured's** sentence or fine will be successfully mitigated if they plead guilty;
 - (ii) the **Insured** will be acquitted by the court or jury if they plead not guilty.
- (c) In all civil and criminal claims involving an appeal it must be more likely than not that the **Insured** will be successful.

In all cases the **Insurer** or a suitably qualified expert acting on the **Insurer's** behalf will assess and decide whether there are **Prospects of success**.

Territorial limits

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

WHAT YOU ARE INSURED FOR

In return for payment of the premium and based on the information which the **Insured** or anyone acting on the **Insured's** behalf has provided to the **Insurer**, the **Insurer** will provide insurance and services on the terms contained in this policy, the schedule and any attached endorsements, which shall be considered as one document.

The **Insurer** agrees to indemnify the **Insured** up to the **Limit of indemnity** for **Professional expenses** incurred for an accepted claim, less any applicable **Excess** and/or **Co-insurance**, subject to the terms, conditions and exclusions of this policy, provided that:

- (i) the claim arises under an **Insured event**;
- (ii) the circumstances giving rise to the claim commence during the **Period of insurance** and within the **Territorial limits**;
- (iii) the claim is notified to the **Insurer** as soon as possible and during the **Period of insurance**;
- (iv) any proceedings, or other methods the **Insurer** agrees to resolve the claim, are conducted within the **Territorial limits**; and
- (v) **Prospects of success** exist for the duration of the claim.

INSURED EVENTS

Please refer to your schedule to see which covers are included.

Member Cover

Section 1 Home Rights

What is covered	What is not covered
<p>A dispute relating to the Insured's principal home and/or personal possessions owned by the Insured in relation to:</p> <ul style="list-style-type: none">(a) the interference of the Insured's use, enjoyment or right over their principal home and the land on which it is permanently located (if the dispute relates to the boundary of the Insured's principal home, the Insured must have evidence of where that boundary lies) including the trespass and nuisance of others;(b) an event which causes physical damage to the Insured's principal home and/or personal possessions of the Insured while residing at the principal home (the Insurer will not defend a claim but will defend a counter-claim); <p><i>Providing that:</i></p> <ul style="list-style-type: none">(i) <i>the amount in dispute is more than £100.</i>	<p>Any claim relating to:</p> <ul style="list-style-type: none">(i) A contract the Insured has entered into, or a tenancy agreement or a licence to occupy property;(ii) Disputes over rent, tax, planning or building regulations or decisions, compulsory purchase orders or actual or proposed works by or on behalf of any government, public or local authority;(iii) Land or buildings which do not form part of the Insured's principal home;(iv) Motor vehicles which are owned by, or hired or leased to the Insured;(v) Mining, subsidence, landslide or heave.

Section 2 Fund Trustee Defence

What is covered	What is not covered
The defence of legal proceedings brought against the Insured arising from their position as a trustee of a pension fund set up by the Insured's employer.	

Section 3 Representation at Public Enquiries

What is covered	What is not covered
Representation of the Insured at a public enquiry ordered by a District Auditor.	

Section 4 Independent Office for Police Conduct Investigations

What is covered	What is not covered
An investigation by the Independent Office for Police Conduct, provided that the Insured is a Police Staff member at the time of the investigation.	

Section 5 Disciplinary Hearings

What is covered	What is not covered
<p>(a) An investigation being brought against the Insured where the Insured is subject to a Regulation 17 Notice.</p> <p>(b) A disciplinary hearing being brought against the Insured before the Misconduct Tribunal Panel or the Police Appeals Tribunal following a disciplinary procedure</p>	<p>Any claim relating to:</p> <p>(i) A matter where funding is available from the Police Federation or any other body;</p> <p>(ii) Legal costs and expenses in excess of £20,000.</p>

Section 6 Bankruptcy Assistance

What is covered	What is not covered
<p>The Insurer will pay:</p> <p>(a) The fee required for filing for bankruptcy (debtor's petition);</p> <p>(b) The cost of drafting a bankruptcy petition;</p>	<p>Any claim relating to:</p> <p>(i) Professional expenses in excess of £1,000.</p>

<p>(c) The cost of preparing the Insured for their attendance at a bankruptcy hearing.</p> <p><i>Provided that:</i></p> <p>(i) <i>The filing for the Insured's bankruptcy is recommended as the most appropriate option by a professional debt counsellor</i></p>	
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Section 7 Police Pension Medical Appeals

What is covered	What is not covered
<p>An appeal brought under the Police Pensions Regulations and the Police (Injury Benefit) Regulations up to and including a Police Medical Appeal Board.</p> <p><i>Provided that</i></p> <p>(i) <i>The Insured is a Police Staff member at the time of the injury.</i></p>	<p>Any claim relating to:</p> <p>(i) An appeal where funding has not first been sought via the Police Federation of England and Wales and, if such request declined, subsequently appealed;</p> <p>(ii) Obtaining medical of other;</p> <p>(iii) An appeal that is deemed frivolous or vexatious and panel costs are awarded against the appellant (or any costs to appeal against such a finding);</p> <p>(iv) Postponement, adjournment, withdrawal with inadequate notice (as defined by the regulations) or failure to attend the hearing, where the appellant is at fault;</p> <p>(v) A legal challenge to any regulations or decision made by the Medical Appeal Board.</p>

Member & Partner Cover

Section 8 Education

What is covered	What is not covered
<p>The Insured's rights to appeal the decision of a Local Education Authority (LEA) following their failure to comply with their published admission policy, resulting in the refusal to accept Insured's child or children at the state school of their preference, up to a limit of £10,000 any one claim.</p>	<p>Any claim relating to:</p> <p>(i) The acceptance at a school which involves examinations or other selection criteria;</p> <p>(ii) A matter that arises less than 6 months after this insurance first started unless you had equivalent cover immediately prior to the inception of this policy without a break in cover;</p> <p>(iii) A case where the procedure for appealing against the decision to refuse a place at the school has not been followed;</p> <p>(iv) A child having been expelled, suspended or permanently excluded from another school;</p>

	<p>(v) Children under 5 years of age other than for admission disputes arising where the entry shall be in the academic year prior to their 5th birthday;</p> <p>(vi) An Education, Health and Care Plan sums which are recoverable from the court or tribunal.</p>
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Section 9 Probate

What is covered	What is not covered
<p>Pursuing civil legal action in relation to a probate dispute involving the will of the Insured parents, grandparents or children where the Insured is a beneficiary of the will.</p>	<p>Any claims relating to an intestate estate, where a will can not be traced or has not been concluded</p>

Section 10 Criminal Prosecution Defence

What is covered	What is not covered
<p>Defending the Insured's legal rights following an event arising from the Insured's work as an employee which leads to:</p> <p>(i) the Insured being interviewed by the Police or other prosecuting authority where the Insured is suspected of committing a criminal offence;</p> <p>(ii) the Insured being prosecuted in a criminal court.</p> <p>For Professional Expenses up to the value of any assessed income-based contribution payable by the Insured under the Crown Court Means Testing scheme.</p>	<p>Any claim relating to:</p> <p>(i) Professional Expense in excess of £2,500 relating to interviews under caution;</p> <p>(ii) A motoring offence;</p> <p>(iii) Professional Expenses payable by the Insured in excess of the pre-conviction assessed income-based contribution under the Crown Court Means Testing scheme following conviction.</p> <p>(iv) Professional Expenses where the Insured fails to:</p> <ol style="list-style-type: none"> a. apply for a Representation Order under the Crown Court Means Testing scheme b. submit any required information under the Crown Court Means Testing scheme c. comply with the terms of the Representation Order d. uses a representative that can act under the terms of a Representation Order under the Crown Court Means Testing scheme. <p>(v) The defence of any action, enforcement, or recovery of sums payable against an Insured under the terms of or for a breach of the terms and conditions of a Representation Order under the Crown Court Means Testing scheme.</p>

Member & Family Cover

Section 11 Personal Injury

What is covered	What is not covered
<p>Pursuing the Insured's legal rights following a sudden or specific accident which causes death or injury to the Insured within the Territorial Limits;</p> <p><i>Providing the claim is the result of a sudden and specific incident and not a result of a gradually developing illness or injury.</i></p>	<p>Any claim relating to:</p> <ul style="list-style-type: none">(i) Psychological injury or mental illness which is not connected with the Insured having suffered physical bodily injury;(ii) Clinical and medical negligence

Section 12 Clinical & Medical Negligence

What is covered	What is not covered
<p>Pursuing the Insured legal rights following a negligent surgical act or negligent clinical, medical or dental procedure which causes death or injury to the Insured;</p> <p><i>providing the claim is the result of a sudden and specific incident and not a result of a gradually developing illness or injury.</i></p>	<p>Any claim relating to:</p> <ul style="list-style-type: none">(i) Allegations psychological injury or mental illness which is not connected with the Insured having suffered physical bodily injury;(ii) Claims falling within the Small Claims Track limit.

Section 13 Consumer Contract

What is covered	What is not covered
<p>A dispute arising from an agreement which has been entered into by the Insured for the:</p> <ul style="list-style-type: none">(a) purchase or hiring in of goods or services;(b) sale of goods. <p><i>Providing that:</i></p> <ul style="list-style-type: none">(i) <i>the amount in dispute is more than £250, and</i>(ii) <i>the agreement is of a personal capacity and not for the Insured's business use.</i>	<p>Any claim relating to:</p> <ul style="list-style-type: none">(i) Leases, tenancies or licences to occupy property;(ii) Construction work on land or extending or converting buildings where the value of the contract is more than £6,000 (including VAT);(iii) Contracts governed by the Consumer Credit Act, loans, hire purchase agreements, mortgages, pensions or any other financial product;(iv) Motor vehicles which are owned by, or hired or leased to the Insured;(v) Disputes over an insurance contract;(vi) Disputes with local or government authorities.

Section 14 Taxation

What is covered	What is not covered
<p>Representing the Insured in meetings and negotiations necessary with HMRC following a formal notice to carry out a tax enquiry into the whole of the Insured's self assessment tax return;</p> <p><i>Provided all tax returns and submissions:</i></p> <p>(i) <i>are complete and correct and contain no deliberate or reckless misstatements or any intention to deceive the relevant authorities; and</i></p> <p>(ii) <i>are made within statutory time limits.</i></p>	<p>Any claim relating to:</p> <p>(i) Business tax affairs or any claims where the Insured is self-employed, a sole-trader or in a business partnership;</p> <p>(ii) Routine treatment of matters which are not connected with a formal investigation or do not arise from an expression of dissatisfaction with the Insured's tax affairs;</p> <p>(iii) Defending criminal prosecutions;</p> <p>(iv) Matters handled by the HMRC Specialist Investigations Unit;</p> <p>(v) Tax avoidance schemes;</p> <p>(vi) Tax investigations resulting from the negligent advice or actions of the Insured's tax consultant or adviser.</p>

Section 15 Discrimination

What is covered	What is not covered
<p>The defence of the Insured against allegations of discrimination arising from them carrying out activities as an employee.</p>	

Section 16 Employment

What is covered	What is not covered
<p>(a) Professional Expenses in relation to advice and guidance during any formal internal employment proceedings, including any settlement or compromise negotiations or during ACAS Early Conciliation negotiations, up to £250.</p> <p>(b) The pursuit of a dispute with the Insured's employer</p> <p><i>Provided the Insured has co-operated fully with the ACAS statutory Code of Practice on Disciplinary and Grievance procedures and has not acted in a way which could hinder a successful outcome to the claim.</i></p>	<p>Any claims that do not relate to the Insured's primary employment</p>

Section 17 Data Protection

What is covered	What is not covered
<p>A claim against the Insured for compensation under the Data Protection Act 2018.</p>	<p>Any claims relating to:</p> <ul style="list-style-type: none"> (i) The loss, alteration, corruption, distortion or damage to stored personal data (ii) A reduction in the functionality, availability or operation of stored personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code, computer virus or similar mechanism (iii) Fines imposed by the Information Commissioner or any other regulatory and/or criminal body

Section 18 Uninsured Loss Recover & Motor Prosecution Defence

What is covered	What is not covered
<p>Uninsured Loss Recovery</p> <p>Following a Non-fault accident, the Insurer will arrange and pay for an Appointed representative to pursue the recovery of Uninsured losses from the negligent party for:</p> <ul style="list-style-type: none"> (a) damage to the Insured vehicle; (b) damage to an Insured's property inside the Insured vehicle; (c) a policy excess payable by the Insured to make a claim for accidental damage under their Insured vehicle insurance policy; (d) any other financial loss reasonably incurred by an Insured as a direct result of the non-fault accident. <p><i>providing that the claim is brought and conducted in the Territorial Limits.</i></p>	<p>Any claim</p> <ul style="list-style-type: none"> (i) Where the negligent party cannot be traced or does not hold valid motor insurance. In these circumstances, the Insurer may be able to refer an Insured to the Motor Insurance Bureau, which can sometimes provide limited compensation for these claims. (ii) Professional expenses brought or conducted outside of the Territorial Limits.

What is covered	What is not covered
<p>Motor Prosecution Defence</p> <p>Professional Expenses to defend an Insured in a prosecution for a motoring offence involving the Insured vehicle, subject to a £50 excess</p>	<ul style="list-style-type: none"> i) Any claim relating to parking offences; ii) Any claim where the Insured does not have a valid driving licence; iii) Any claim where the Insured does not have the correct motor insurance, valid road tax or MOT for a vehicle.

Section 19 Identity Theft

What is covered	What is not covered
<p>(a) Professional expenses arising from identity theft:</p> <ul style="list-style-type: none"> (i) to defend a claim from a financial institution, merchants or their collection agencies; (ii) in relation to the removal of any criminal or civil judgements wrongly entered against the Insured. (iii) to challenge the accuracy or completeness of any information in a credit reference agency report; (iv) to create documents needed to prove the Insured's innocence in terms of any financial irregularities committed unlawfully. <p>(c) Postal and phone costs the Insured incurs dealing with financial institutions, the Police and credit reference agencies to report or discuss Identity theft;</p> <p>(d) Fees charged to an Insured for reapplying for a loan which has been rejected due to the original application being rejected solely because the lender received incorrect information</p> <p>(e) The Insured's loss of earnings following absence from work to attend meetings with the Police, financial institutions or credit reference agencies to report or discuss Identity theft</p> <p><i>provided that the Insured on discovery their identity has been stolen:</i></p> <ul style="list-style-type: none"> <i>(i) files a Police report within 48 hours;</i> <i>(ii) contacts the legal advice helpline</i> <i>(iii) advise the relevant financial institutions, payment card company(ies) and all other accounts know of the identity theft as soon as possible;</i> <i>(iv) provides authorisation to obtain records and other necessary information;</i> <i>(v) provide with evidence of any lost wages, demands notices, summonses, complaints or legal papers received in relation to the theft; and</i> <i>(vi) take all necessary actions to prevent further damage to their identity.</i> 	<p>Any claim relating to:</p> <ul style="list-style-type: none"> (i) The Insured's business, profession or occupation; (ii) Any fraudulent, dishonest or criminal acts by an Insured, or any other person acting in collusion with an Insured.

CLAIMS CONDITIONS

Please ensure the following conditions are understood and where required to do so, are complied with at all times. Failure to do so may result in the **Insurer** refusing to pay **Professional expenses**. Please also follow the claims reporting procedure on page 5 of this policy document.

1. The Insurer's consent

- (a) After consideration of the claim form and any other information that has been requested, the **Insurer** will advise whether consent is given to appoint an **Appointed representative** and to incur **Professional expenses**.
- (b) Consent will only be given if the **Insured** has acted properly and reasonably at all times and the **Insurer** is satisfied there are **Prospects of success**, which must exist throughout the duration of the claim.
- (c) When consent is given, the **Insurer** may impose conditions on the conduct of the claim including imposing a maximum amount of **Professional expenses** that may be incurred without further application to the **Insurer**. Any **Professional expenses** incurred in breach of such conditions will not be covered under this policy.
- (d) If the **Insured** proceeds with a claim to which the **Insurer** has not consented due to insufficient **Prospects of success** and the **Insured** subsequently achieves a successful outcome in that claim, the **Insurer** will consider paying **Professional expenses**, after such consent had been refused, in accordance with the **Insurer's** standard terms of appointment and subject to all other terms and conditions of the policy.

2. Appointed representative

- (a) Once a claim is accepted by the **Insurer**, an **Appointed representative** chosen by the **Insurer** will be appointed to act on the **Insured's** behalf.
- (b) In certain circumstances, the **Insured** may nominate a representative to act as the **Appointed representative**:
 - if legal proceedings need to be issued; or
 - if there is a conflict of interest;and in such cases the **Insured** must send the **Insurer** the contact details of their chosen representative. If that representative is not an **Appointed representative** of the **Insurer**, they will be expected to act in accordance with the **Insurer's** standard terms of appointment and also agree to the **Insurer's** standard charging rates. If the **Insured's** chosen representative does not agree to the **Insurer's** standard charging rates, a 40% **Co-insurance** shall apply. A copy of the standard terms of appointment (including standard charging rates) is available on request.
- (c) The **Appointed representative** must co-operate with the **Insurer** at all times and provide the **Insurer** with any information or documentation when requested to do so.
- (d) If at any stage of the claim:-
 - the **Insured** dismisses the **Appointed representative** without good reason; or
 - the **Insured** withdraws from a claim without the **Insurer's** consent; or
 - the **Appointed representative** refuses to continue acting for the **Insured** with good reason;the **Insurer** reserves the right to withdraw consent and pay no further **Professional expenses**.
- (e) Any dispute over the **Insured's** choice of representative shall be resolved in accordance with

General Conditions 4.

3. Conduct of claims

The **Insured** must:

- (a) co-operate fully with the **Insurer** and the **Appointed representative** at all times;
- (b) conduct all claims with the same care and economy as if they were not insured;
- (c) minimise the cost of all claims;
- (d) comply with all rules of, and orders made by the court, and any advice given by the **Appointed representative**;
- (e) provide, obtain or sign all documents as necessary, attend meetings or hearings as required and provide the **Insurer** with any information when requested to do so.

Failure to observe and comply with these terms will entitle the **Insurer**, at their discretion, to deny payment or reduce payment in respect of any claim.

The **Insured**, the **Insurer**, and the **Appointed representative** must at all times have regard to the overriding objective of the Civil Procedure Rules.

4. Developments during the claim including offers of settlement

- (a) The **Insured** and the **Appointed representative** must keep the **Insurer** up-to-date with the progress of the claim and must inform the **Insurer** of any matter which may affect the **Prospects of success** or of any other development which may affect whether or not it is reasonable and proportionate for the **Insurer** to continue paying **Professional expenses**.
- (b) The **Insured** and the **Appointed representative** must inform the **Insurer** immediately an offer to settle a claim is received and must not negotiate or enter into any agreements to settle a claim without the **Insurer's** written consent.
- (c) If the **Insured** rejects or does not make an offer of settlement that the **Insurer** or the **Appointed representative** determine to be reasonable, the **Insurer** reserves the right to refuse paying any further **Professional expenses**.
- (d) The **Insurer** reserves the right to settle a claim by paying an amount reasonably claimed by or against the **Insured** instead of starting or continuing with legal action, and will no longer be liable for any **Professional expenses** arising from that claim. If this right is exercised, the **Insurer** can also take over and conduct a claim in the **Insured's** name and pursue or settle a claim against the other party to the dispute.
- (e) If at any time, whether because of the possibility of settlement, a change in the **Prospects of success** or the prospects of any judgment not being successfully enforced, or of the **Insured's** insolvency, or for any other reason, it ceases to be reasonable in all the circumstances to continue to incur **Professional expenses**, the **Insurer** may withdraw consent and no further **Professional expenses** will be paid.
- (f) If at any point during a claim a fact becomes known which results in that claim not having been brought within the terms and conditions of this policy, the **Insurer** reserves the right to recover any **Professional expenses** already paid in respect of that claim and not pay any further **Professional expenses** in respect of that claim.
- (g) If the **Insured** does not agree with the **Insurer's** decision on the merits of a claim, the **Insured** can, at the **Insured's** own expense, obtain an opinion from an expert who has been approved in advance by the **Insurer**. The expert must be in receipt of the same information regarding the claim as provided to the **Insurer**. If the expert decides in the **Insured's** favour, the **Insurer** will reconsider the merits of that claim. If the expert decides in the **Insurer's** favour, it does not affect the **Insured's** right to use the **Insurer's** complaints procedure.

5. Payment of Appointed representative's bills

- (a) The **Insurer** will pay **Professional expenses** (including payment on account for interim bills) only if the **Insurer** is satisfied that the charges are reasonable and proportionate and have been properly incurred, subject to the **Insured** paying any **Excess**, **Co-insurance** and any recoverable VAT.
- (b) If requested by the **Insurer**, the **Insured** must ask the **Appointed representative** to submit its bill of costs for audit by the **Insurer**, or for assessment by the Court.
- (c) If it is later established that **Professional expenses** or any other costs incurred were not payable under this policy in whole or in part then the **Insurer** will be entitled to recover such payments from the **Insured**.

6. Recovery of costs

The **Insured** must take all reasonable steps to recover **Professional expenses** that have been incurred and pay any sums recovered to the **Insurer**. If the **Insured** recovers any sum that covers both damages and costs, or they recover damages but do not recover costs, a fair and reasonable proportion of the total amount recovered shall be deemed to be a recovery of costs and shall be reimbursed to the **Insurer**. Where such a sum is recovered in instalments, all costs to the **Insurer** shall be reimbursed first.

7. Apportionment of costs

If any claim covered under this policy should also be covered under any other insurance policy, the **Insurer** will only pay their rateable proportion of that claim.

8. Appeals

If the **Insured** wishes to pursue an appeal following the original outcome of an **Insured event**, the **Insurer** must be notified immediately. Strict time limits apply for appeals and in order for the **Insurer** to fully consider the merits of the **Insured's** appeal, which must have **Prospects of success**, written notification of the **Insured's** intention to appeal must be received by the **Insurer** no less than 10 days prior to the expiry of the relevant time limit. If an appeal is lodged against a decision made in the **Insured's** favour, the **Insurer** must also be notified immediately.

If the **Insurer** agrees to pay **Professional expenses** for an appeal, these costs will be subject to the **Limit of indemnity** for the original claim and all other terms and conditions of this policy.

GENERAL EXCLUSIONS

The **Insurer** will not pay for the following:

<p>1. Unauthorised costs Professional expenses or any other costs incurred without the Insurer's consent, or before the Insurer has given written acceptance of a claim.</p> <p>2. Pre-inception circumstances Events or disputes which could give rise to a claim under this insurance occurring prior to or existing before the Insured took out this policy, and which the Insured knew or ought reasonably to have known about.</p> <p>3. Deliberate acts Claims arising out of deliberate or reckless acts by the Insured or the Insured's negligent disregard of the need to take all reasonable steps to avoid, prevent and limit any such claim.</p> <p>4. Professional duty The Insured's defence in proceedings arising from injury, loss, destruction or damage of or to property, or any alleged breach of any professional duty.</p> <p>5. Government and local authorities Any dispute with government or local authority departments concerning the imposition of statutory charges.</p> <p>6. Dishonest acts Any claim against the Insured which alleges dishonesty (other than under Insured Events 4 Independent Office for Police Conduct, 5 Disciplinary Hearings or 10 Criminal Prosecution Defence, provided the allegations are denied).</p> <p>7. Judicial Reviews and legislation challenges Claims relating to the Insured's involvement in a Judicial Review or challenge to existing or proposed legislation.</p> <p>8. Disputes with family members Claims relating to disputes between the Insured and any members of the Insured's immediate family.</p> <p>9. Fines and penalties Fines, penalties or compensation awarded against the Insureds; or costs the Insureds may be ordered to pay by a court of criminal jurisdiction.</p> <p>10. Disputes with the Insurer Any costs relating to disputes with the Insurer</p>	<p>11. Defamation of character Claims relating to allegations of libel or slander.</p> <p>12. Group litigation orders Disputes relating to class actions where the Insured is part of a group of people who are all making the same claim.</p> <p>13. Proportionality Any claim where the value of the settlement is disproportionate compared with the time and costs incurred to achieve it.</p> <p>14. Alternative Funding Any claim where payment of Professional Expenses are provided by the Chief Constable or Police Federation, or where such claim would fall under another insurance policy but for the existence of this policy.</p> <p>15. Police Duty Any claim arising out of the course of police duty other than under Insured Events 5 Disciplinary Hearings, 10 Criminal Prosecution Defence, 15 Discrimination, 17 Data Protection and 18 Uninsured Loss Recovery & Motor Prosecution Defence, if representation or Professional Expenses are provided under the rules of the Federation, by the Chief Constable or other appropriate body.</p> <p>16. Superintendent and Above Any claim in relation to an on-duty decision for a member of ACPO or Superintendent rank or above under Insured Events 3 Representation at Public Enquiries, 4 Independent Office for Police Conduct, 5 Disciplinary Hearings, 10 Criminal Prosecution Defence, 15 Discrimination and 17 Data Protection.</p> <p>17. Non Subscribing Members Any claim where the Insured is not a member of a Recognised Police Representative Body in relation to:</p> <p>a) Criminal allegation, Motor vehicle defence, Misconduct issues, Representation at a Public Enquiry, or any Personal Injury, where these relate to on-duty incidents; Or</p> <p>b) Employment issues relating to the Insured's employment with the recognised police service, legal assistance in any 'post incident procedure' or any in Independent Office for Police Conduct Investigations</p>
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GENERAL CONDITIONS

Please ensure the following conditions are understood and where required to do so, are complied with at all times. Failure to do so may in some circumstances result in the **Insurer** refusing to pay **Professional expenses** or cancelling this policy.

1. The Insured's duties

The **Insured** must:-

- (a) comply with all terms and conditions of this policy;
- (b) act as if uninsured and take all reasonable precautions to prevent the occurrence of a claim;
- (c) provide complete and accurate information when requested by the **Insurer**. This information may be required during the **period of insurance** or relating to a claim.

2. Cancellation

- (a) The **Insured** can cancel this policy at any time within 14 days of first taking it out. A full refund of premium will be provided as long as no claim is reported.
- (b) The **Insured** can cancel this policy at any other time, as long as the **Insurer** is given 14 days' notice. A pro-rata refund will be provided as long as no claim is reported during the current **Period of insurance**.
- (c) The **Insurer** can cancel this policy at any time, subject to providing the **Insured** with at least 14 days' written notice. Reasons the **Insurer** may cancel this policy include, but are not strictly limited to:
 - fraudulent activity has been identified, or an attempt to gain advantage under this policy to which the **Insured** is not entitled;
 - the **Insured** has failed to co-operate with the **Insurer** or an **Appointed representative** and this failure has adversely affected a claim or is considered a material breach of policy terms and conditions.

3. Fraudulent claims

If it is proven that the **Insured** has made a fraudulent claim, the **Insurer** reserves the right to:

- (a) terminate the policy from the date of the alleged claim and not refund any premium paid by the **Insured**; and/or
- (b) recover from the **Insured** any **Professional expenses** or other costs paid in respect of that fraudulent claim.

4. Disputes

In the event of a dispute between the **Insured** and the **Insurer** arising from a claim or policy terms and conditions, the **Insurer's** complaints procedure should firstly be followed.

If that dispute cannot be settled, the **Insured** can contact the Financial Ombudsman Service or alternatively refer the matter to arbitration which is a formal and binding process where disputes are considered and resolved by independent arbitrators in accordance with the Arbitration Act.

A suitably qualified person must be agreed by both the **Insured** and the **Insurer**, but if agreement cannot be reached an arbitrator shall be appointed by the President of the Chartered Institute of Arbitrators. The arbitrator may require the **Insured** or the **Insurer** to pay the costs of any arbitration, which are not indemnified under this policy.

5. Applicable law and Acts of Parliament

This policy is governed by the laws of England and Wales. Any Acts of Parliament specified in this policy shall include subsequent amending or replacement legislation and shall include equivalent legislation enforceable within the **Territorial limits**.

6. Third party rights

Only the **Insured** and the **Insurer** are granted rights to enforce the terms and conditions of this policy. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy and any other party has no right to enforce any of its terms or conditions.

HOW TO MAKE A COMPLAINT

We always aim to provide an excellent service. However, if you are ever unhappy with the level of service you have received, how a claim has been handled or with any other aspect of the policy, please let us know by calling **01483 577 877**. Lines are open Monday to Friday, from 9am to 5pm. Alternatively complaints can be emailed to **complaints@temple-legal.co.uk** or posted to: The Compliance Officer, Temple Legal Protection Limited, One Bell Court, Leapale Lane, Guildford GU1 4LY

If you do not receive a satisfactory response within eight weeks, you may be able to refer the matter to the Financial Ombudsman Service (FOS), provided your business falls within FOS jurisdiction. The FOS can normally deal with complaints from micro-enterprises (small businesses) with less than 10 employees and an annual turnover of less than €2m. They will be able to tell you if your business is eligible.

To contact the Financial Ombudsman Service, call **0800 023 4567** (calls to this number are free to mobile phones and landlines) or **0300 123 9123** (calls to this number cost no more than calls to 01 or 02 numbers). You can also text **07860 027 586** and the FOS will call you back. Lines are open from 8am to 8pm between Monday and Friday and from 9am to 1pm on Saturdays.

Alternatively, you can email the Financial Ombudsman Service at complaint.info@financial-ombudsman.org.uk or make general enquiries online at <https://help.financial-ombudsman.org.uk/help/enquiries>

You can also write to the FOS at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

The insurer is bound by decisions made by the Financial Ombudsman Service but they are not binding on you. Using the complaints procedure does not affect your right to take legal action.

DATA PROTECTION

By taking out this policy you agree that Temple Legal Protection and other parties may need to share information for the purpose of administering this policy and in the provision of claims handling. Any information provided to Temple Legal Protection will be processed in accordance with the Data Protection Act 2018.

REGULATORY INFORMATION

Temple Legal Protection is authorised and regulated by the Financial Conduct Authority.

Temple Legal Protection Head and Registered Office:

One Bell Court, Leapale Lane, Guildford GU1 4LY
Registered in England and Wales No. 3698194
Website: **www.temple-legal.co.uk**

Royal & Sun Alliance Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration number 202323.

Royal & Sun Alliance Insurance Ltd Head and Registered Office:
Royal & Sun Alliance Insurance Ltd, St Mark's Court, Chart Way,
Horsham, West Sussex, RH12 1XL. Registered No. 00093792.
Tel **01403 232323**.

FINANCIAL SERVICES COMPENSATION SCHEME

Royal & Sun Alliance Insurance Ltd is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Royal & Sun Alliance Insurance Ltd cannot meet their obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for up to 90% of the claim. Further information is available from the FSCS. The FSCS can be visited on the internet at www.fscs.org.uk or by contacted on 020 7741 4100 or 0800 678 1100.

TEMPLE LEGAL PROTECTION LIMITED

Guildford Address:

One Bell Court, Leapale Lane, Guildford GU1 4LY Tel: 01483 577 877

www.temple-legal.co.uk