



Policy Wording
**Chief Police Officers Staff
Association**

This is a "claims made" insurance. This insurance only covers Claims notified to the Coverholder during the Period of Insurance

THE CHIEF POLICE OFFICERS STAFF ASSOCIATION INSURANCE POLICY

WHEREAS THE POLICYHOLDER has supplied to the Insurer particulars and statements which, together with any other information which may have been supplied, shall be the basis of this contract and shall be considered as incorporated herein, and in consideration of the premium stated in the Schedule.

NOW WE THE INSURER hereby agree to the extent and in the manner herein provided to indemnify the Insured at the request of the Policyholder against Legal Expenses as specified in this Policy and its Schedule.

UNLESS expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999

DEFINITIONS

Acts of Parliament

All Acts of Parliament referred to in this Policy shall include any subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within the Territorial Limits.

Any One Claim

All Claims or legal proceedings consequent upon the same original cause event or circumstance.

Appointed Representative

A consultant, solicitor, barrister or other appropriately qualified person appointed to act for the Insured in accordance with the terms of this Policy.

Claim

A claim under this policy for Legal Expenses.

Civilian Staff Member

A subscribing member of the Policyholder or retired member who was a subscribing member at the time of their retirement other than a Police Constable or retired Police Constable.

Coverholder

Abbey Legal Protection a trading division of Abbey Protection Group Limited which manages this insurance on the Insurer's behalf.

Insured

A Police Officer Member and Civilian Staff Member.

Insurer

Brit Insurance Limited, 55 Bishopsgate, London, EC2N 3AS

Legal Expenses

i) Any fees, expenses and other disbursements including VAT if not recoverable reasonably incurred by the Appointed Representative with the Coverholder's consent including costs and expenses of expert witnesses.

ii) Any costs incurred by other parties insofar as the Insured is held liable in court or tribunal to pay such costs or becomes liable under a settlement made with another party with the consent of the Coverholder.

Period of Insurance

As stated in the Schedule.

Police Officer Member

A subscribing member of the Policyholder who is a Police constable holding the rank of chief officer (or equivalent) including those promoted (temporarily or substantively) and any retired Police officer holding the same ranks who was a subscribing member of the Association at the time of their retirement.

Policyholder

The Chief Police Officers Staff Association.

Territorial Limits

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

SECTIONS OF COVER

The Insurer will only indemnify the Insured for Claims where the dispute, legal proceedings or process is or would be within the Territorial Limits and the Claim notified during the Period of Insurance and the Policyholder request the Insured be indemnified.

1. Police Disciplinary Representation Cover

The Insurer agrees to indemnify the Police Officer Member against Legal Expenses incurred in preparing for and representing the Insured at

1. any Police (Conduct) Regulations 2008 process to which the Police Officer Member is subject
2. any local enquiry ordered by the District Auditor or the Government under S.49 of the Police Act 1996.

The Insurer agrees to indemnify the Legal Expenses incurred by the Police Officer Member in the negotiation of an exit package in the event the Police Officer Member agrees to leave the Police Service rather than defend the Police (Conduct) Regulations 2008 proceedings.

2. Criminal Prosecution Cover

The Insurer agrees to indemnify the Insured against Legal Expenses incurred in defending a prosecution in a Court of Criminal Jurisdiction (including Health and Safety at Work Act) arising out of the Insured's normal employment as a Chief Police officer or senior civilian member of staff of the Police Service.

The Insurer shall not be liable to indemnify the Insured in respect of any prosecution alleging the driving under the influence of drink or drugs.

3. Inquest / Fatal Accident Enquiry Representation Cover

The Insurer agrees to indemnify the Insured against Legal Expenses incurred at an Inquest or a Fatal Accident Enquiry (that arises out of the Insured's normal employment as a Chief Police officer or senior civilian member of staff of the Police Service) in:

1. representing the Insured where it is permissible for the Insured's legal representative to participate in the inquest proceedings or
2. advising the Insured up to the point where the Insured has finished giving evidence provided that the Insured has notified the Insurer as being at risk over matters directly relating to the circumstances surrounding the death of the third party or
3. advising the Insured where the Policyholder and the Coverholder believe that it would be beneficial with regard to minimizing or avoiding a Claim or potential Claim under another section under this Policy.

4. Civil Defence Cover

The Insurer agrees to indemnify the Insured against Legal Expenses incurred in defending any civil legal action or civil legal proceedings arising out of the Insured's normal employment as a Chief Police officer or senior civilian member of staff of the Police Service and in respect of:

1. actions brought under the Data Protection Act 1998, the Equality Act 2010; the Race Relations Act 1976, the Sex Discrimination Act 1975; the Disability Discrimination Act 1995; the Employment Equality (Sexual Orientation) Regulations 2003; the Employment Equality (Religion or Belief) Regulations 2003 or the Employment Equality (Age) Regulations 2006
2. libel or slander

to the extent that the Police Authority refuse to indemnify the Insured for such action.

5. Discrimination Pursuit

The Insurer agrees to indemnify the Insured against Legal Expenses incurred in pursuing a civil legal action including mediation for compensation against their Police Authority employer or Chief Officer alleging:

- a) breach of the Equality Act 2010; the Race Relations Act 1976, the Sex Discrimination Act 1975; the Disability Discrimination Act 1995; the Employment Equality (Sexual Orientation) Regulations 2003; the Employment Equality (Religion or Belief) Regulations 2003 or the Employment Equality (Age) Regulations 2006; and if directly connected to a Claim concerning the above for breach of the Harassment Act 1997 or;
- b) detriment on the ground the Insured made a protected disclosure under the Employment Rights Act 1996.

The Insurer agrees to indemnify the Insured against Legal Expenses incurred by the Insured in the negotiation of an exit package in the event the Insured agrees to leave the Police Service or their employment rather than pursue legal proceedings against the Police Service or their employer for compensation for:

- a) breach of Equality Act 2010; the Race Relations Act 1976, the Sex Discrimination Act 1975; the Disability Discrimination Act 1995; the Employment Equality (Sexual Orientation) Regulations 2003; the Employment Equality (Religion or Belief) Regulations 2003 or the Employment Equality (Age) Regulations 2006; and if directly connected to a Claim concerning the above for breach of the Harassment Act 1997; or
- b) detriment on the ground the Insured made a protected disclosure under the Employment Rights Act 1996.

6. Appeal against refusal to allow medical retirement

The Insurer agrees to indemnify the Police Officer Member against Legal Expenses incurred in a Crown Court appeal against the Police Authorities refusal to allow the Police Officer member to retire on medical grounds or as a result of an occupational injury.

The Insurer agrees to indemnify the Legal Expenses incurred by the Police Officer Member in the negotiation of an exit package in the event the Police Officer Member agrees to leave the Police Service rather than pursue the Crown Court appeal against the Police Authorities refusal to allow the Police Officer Member to retire on medical grounds or as a result of an occupational injury.

7. Section 88 Enforcement Cover

The Insurer agrees to indemnify the Police Officer Member against Legal Expenses incurred in enforcing a Chief Constable's responsibilities under Section 88 of the Police Act 1996 or Section 29 of the Police Act (Northern Ireland) 1998 or Section 39 of the Police (Scotland) Act 1967 in respect of any civil claim for damages brought against the Police Officer Member and arising out of the Police Officer Member's normal full time employment as a Chief Police officer.

8. Appeal against a S.11, 12 or 42 retirement or resignation

The Insurer agrees to indemnify the Police Officer Member against Legal Expenses incurred in representing them against a forced retirement or resignation under s.11, s.12 or s.42 of the Police Act 1996 including the negotiation of the terms of such a retirement or resignation on behalf of the Police Officer Member.

9. Employment Pursuit

The Insurer agrees to indemnify the Civilian Staff Member against Legal Expenses incurred in pursuing legal proceedings against their Police Authority employer or Chief Officer for wrongful or unfair dismissal or detriment on the ground of a protected disclosure under the Employment Rights Act 1996. The Insurer also agrees to indemnify the Civilian Staff Member against Legal Expenses incurred in representing the Civilian Staff member in formal disciplinary process brought by the employer where the Civilian Staff Members employment may be in jeopardy.

The Insurer agrees to indemnify the Legal Expenses incurred by the Civilian Staff Member in the negotiation of an exit package in the event the Civilian Staff Member agrees to leave their employment rather than pursue legal proceedings against their Police Authority employer for wrongful or unfair dismissal or detriment on the ground of a protected disclosure under the Employment Rights Act 1996.

The Insurer also agrees to indemnify the Police Officer Member against Legal Expenses incurred in pursuing legal proceedings against their Police Authority employer for breach of contract to provide additional benefits to the over and above the nationally agreed pay.

10. Police Legal Advice

The Insurer agrees to Indemnify the Insured for Legal Expenses incurred in obtaining Legal Advice in relation to any legal matter directly relating to the Insured's normal employment as a Chief Police officer or senior civilian member of staff of the Police Service subject to a Limit of Indemnity of £1,200 (including VAT) for any one matter.

11. Judicial Review

The Insurer agrees to indemnify the Insured against Legal Expenses incurred in Judicially Reviewing a decision of their Police Authority employer or other decision making body directly impacting the Insured's normal employment as a Chief Police officer or senior civilian member of staff of the Police Service.

12. Personal Injury Pursuit

The Insurer agrees to indemnify the Insured against Legal Expenses incurred in the pursuit of any dispute or legal proceedings for compensation arising from the death or bodily injury of the Insured arising out of their normal employment as a Police Officer Member or Civilian Staff Member.

LIMITS OF INSURER'S LIABILITY

The maximum liability of the Insurer under this Policy is set out below.

Any One Claim - **£250,000** (including VAT) other than Section 10 - **£1,200** (including VAT)

All Claims made, brought or commenced during the Period of Insurance each Insured - **£1,000,000** (including VAT)

All Claims made, brought or commenced during the Period of Insurance for all Insureds **£2,000,000** (including VAT)

GENERAL EXCLUSIONS

The Insurer shall not be liable to provide indemnity in respect of

1. the defence of the Insured in civil legal proceedings arising from
 - a. bodily injury, illness, disease or death
 - b. loss, destruction or damage of or to property
 - c. alleged breach of any professional duty
 - d. any tortious liability other than specified in Section 4.
2. any Claim made, commenced or brought outside the Territorial Limits.
3. Legal Expenses incurred without the prior written consent of the Coverholder or in excess of the Coverholder's consent.
4. any cause, event or circumstance occurring prior to or existing at inception of this Policy and which the Insured knew or ought reasonably to have known was likely to give rise to a claim or legal proceedings.
5. fines or other penalties imposed by a court.
6. any claim or legal proceedings in respect of which the Insured is, or but for the existence of this Policy would be, entitled to indemnity under any other insurance certificate or policy.
7. any claim arising out of the deliberate, conscious intentional or negligent disregard by the Insured of the need to take all reasonable steps to avoid and prevent Claims, disputes or legal proceedings.
8. any Claim or legal proceedings relating to a dispute between the Insured and any other Insured, other than where a Claim is made by an Insured under Section 5 against an Insured who in turn seeks to make a claim under Section 4, in such a case the Claim under Section 5 shall not be subject to this exclusion but the Claim under Section 4 will continue to be subject to this exclusion.
9. any dispute or legal proceedings against the Insurer the Policyholder or the Coverholder.
10. any dispute relating to intellectual property, breach of confidentiality whether related to intellectual property or not, or passing off actions.
11. any claim arising out of allegations of libel or slander except as allowed for under Sections of Cover Section 4 ii).

GENERAL CONDITIONS

1. Arbitration

Any dispute between the Insured or Policyholder and the Insurer shall be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Bar Council or appropriate professional body within England & Wales.

All costs of the arbitration shall be met in full by the party against whom the decision is made. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of the Insurer, the Insured's or Policyholder's costs shall not be recoverable under this Policy.

This procedure is designed to expedite the pursuit or defence of a particular claim and does not prejudice any right of the Insured or Policyholder to have recourse to any other complaints procedure to which the Insurer subscribes or to the courts.

2. Cancellation

This Policy may be cancelled at any time on the instructions of the Policyholder in writing and the premium shall be adjusted on the basis of the Insurer receiving or retaining the customary short-term premium.

This Policy may also be cancelled by the Insurer giving sixty days' notice in writing to the Policyholder at his last known address and the premium hereon shall be adjusted on the basis of the Insurer receiving or retaining pro rata premium.

3. Due Observance

The due observance of and compliance with the terms, provisions, exclusions and conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Insurer to make any payment .

CONDITIONS FOR CLAIMS SETTLEMENT

1. Insurer's Consent

It is a condition precedent to the liability of the Insurer that their consent to incur Legal Expenses must firstly be obtained in writing. This consent will be given by Coverholder on behalf of the Insurer if the Insured can satisfy the Coverholder that:

where the Insured is pursuing there are reasonable prospects of proving the other party's legal liability and of recovering damages or other legal remedy sought,

or

ii) there are reasonable prospects of a successful defence or of significant mitigation of the Insured's loss.

If during the course of a claim the Insured ceases to satisfy the Coverholder in respect of i) or ii) above, indemnity will be withdrawn.

The decision to grant consent or to withhold it will be taken on receipt of:

- a fully completed claim form
- the information and documentation the Coverholder reasonably requests
- a legal opinion from the Appointed Representative as to i) or ii) above
- any advice the Coverholder may deem it necessary to take.

The Coverholder at their discretion may require the Insured to obtain an opinion from Counsel at the Insured's expense as to the merits of a claim or legal proceedings such

opinion to have regard to the same issues that the Coverholder has in assessing the merits of any claim. If based upon such opinion the Coverholder is satisfied in respect of i) and ii) above the Legal Expenses in obtaining that opinion will be paid by the Insurer within the Limits of the Insurer's Liability.

In granting its consent the Insurer undertakes to provide indemnity to the Insured subject to the Terms and Conditions of this Policy and its Schedule but such consent does not imply that all Legal Expenses will be paid.

The Coverholder reserves the right to limit its consent by time and or financial amount or Legal Expenses and stage of proceedings to allow for a review of their continued consent.

If after consent has been granted it is shown that the particular claim or legal proceedings has not been brought within the Terms and Conditions of this Policy and its Schedule the Coverholder's consent shall be withdrawn and no indemnity shall be provided. The Insurer shall be entitled to recover any Legal Expenses previously paid.

If the Insured elects to proceed with the pursuit or defence of a claim or legal proceedings to which the Coverholder's consent has been refused through lack of reasonable prospects and if the Insured is successful in such pursuit or defence, the Insurer will pay Legal Expenses incurred after such consent had been refused subject to the terms and conditions of this Policy.

IN ALL CASES THE INSURED WILL BE ADVISED OF THE GRANTING OR REFUSAL OF THE INSURER'S CONSENT.

2. Minimising Claims or Legal Proceedings

The Insured must use every endeavour and take all reasonable measures to minimise the cost and effect of any claim or legal proceedings under this Policy.

3. Fraudulent Claims

If the Insured makes any request for payment under this Policy knowing it to be fraudulent or false in any respect or ought reasonably in the circumstances to know it to be fraudulent or false or where there is collusion between any parties to the dispute, this Policy shall become void and any premiums paid hereunder shall be forfeited. The Insurer shall be entitled to recover any Legal Expenses they may have already paid.

4. Notification of Claims

It is a condition precedent to the Insurer's liability hereunder that the Coverholder be notified in writing immediately the Insured is aware of any cause, event or circumstance which has given or may give rise to a Claim or legal proceedings involving the Insured as soon as the same shall come to the Insured's attention. If the Insured fails to notify the Coverholder of such cause, event or circumstance during the Period of Insurance any Claim or legal proceedings arising from that cause, event or circumstance may not be admitted.

Where such notification has been given, the Insurer agrees to treat any subsequent Claim in respect of the cause, event or circumstances notified as though the Claim had been made brought or commenced during the Period of Insurance.

5. Appeals

If, following legal proceedings to which the Coverholder has consented, the Insured wishes to appeal against the judgment or decision of a court or tribunal, the grounds for such appeal must be submitted to the Coverholder through the Appointed Representative immediately or as soon as practicable so the Coverholder may consider whether to consent to such further action.

If an appeal is lodged against a judgment or decision of a court or tribunal made in favour of the Insured following legal proceedings to which the Coverholder has consented the Insured must notify the Coverholder immediately in order that cover shall continue. The Coverholder will inform the Appointed Representative of its decision. If the Coverholder so requires it the Insured must co-operate in an appeal against the judgment or decision of a court or tribunal.

6. Legal Proceedings

a. Freedom to Choose Appointed Representative

Where recourse is had to a lawyer, the Policyholder as the Insured's agent is free to choose an Appointed Representative to act in the name of and on behalf of the Insured in any claim or legal proceedings to which the Insurer has consented. The name and address of the Appointed Representative must be notified to the Coverholder on appointment. Any dispute arising from the Policyholder's choice may be referred to Arbitration in accordance with General Condition 1. In selecting the Appointed Representative the Policyholder shall seek to minimise the cost of any claim or legal proceedings.

In all cases the Appointed Representative shall be appointed in the name of and on behalf of the Insured.

b. Disclosure to the Appointed Representative

The Insured must give to the Appointed Representative all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the Insured's possession. The Insured must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested and appear in court as advised by the Appointed Representative.

c. Insurer's Access to Information

The Coverholder is entitled to receive from the Appointed Representative and the Insured any information, document or advice in connection with any claim or legal proceedings even if privileged. On request the Insured will give to the Appointed Representative any instructions necessary to secure the required access.

d. Instruction of Counsel

If in the course of any claim or legal proceedings the Appointed Representative wishes to instruct Counsel, Counsel's name and an explanation of the necessity for such instruction must be submitted to the Coverholder for consent to the proposed instruction which will not be unreasonably withheld.

7. Offer of Settlement

It is a condition precedent to the Insurer's liability hereunder that the Insured must inform the Coverholder in writing as soon as an offer to settle legal proceedings is received or a payment into court is made. In any settlement, the Insured must have regard to Legal Expenses incurred or likely to be incurred by the Insurer and the recovery thereof. Under no circumstances must the Insured enter into any agreement to settle without the Coverholder's prior consent which will not be unreasonably withheld. If the Insured rejects an offer of settlement which the Coverholder deems to be reasonable, no further indemnity shall be provided.

8. Payment of Legal Expenses

All bills relating to any claim or legal proceedings which the Insured receives from the Appointed Representative should be forwarded to the Coverholder. If the Coverholder so requires, the Insured must ask the Appointed Representative to submit the bill of costs for taxation or certification by the appropriate Law Society or court.

The payment of some Legal Expenses does not imply that all Legal Expenses will be paid. The Coverholder should be consulted if the Insured is in doubt.

The Insured must not enter into any agreement without the Coverholder's prior consent with the Appointed Representative as to the basis of calculation of Legal Expenses.

9. Recovery of Costs

Whenever the Insured is awarded costs or agrees costs in any claim, all Legal Expenses previously paid in connection with that claim will be returned to the Coverholder immediately.

10. Data Protection Act 1998

It is agreed by the Insured that any information provided to the Insurer regarding the Insured will be processed by the Coverholder, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling Claims, if any, which necessitate providing such information to third parties.

COMMUNICATIONS

Initial notification of a claim must be made in writing to the Coverholder by addressing it to: -

The Claims Department
Abbey Legal Protection
Minorities House, 2 - 5 Minorities
London, EC3N 1BJ
Tel: 0870 600 1480
Fax 0870 600 1481

All notices and communications from the Insurer or their representatives to the Insured shall be deemed to have been duly sent if sent to the Insured's address as last declared to the Policyholder or, in relation to any matters arising out of any Claim or legal proceedings, if sent to the Appointed Representative.

All notices and communications from the Insured or his Appointed Representative to the Insurer shall be deemed to have been duly sent if sent to the Coverholder.

COMPLAINTS

The Coverholder is dedicated to providing high quality service and wants to ensure that it maintains this at all times. If the Insured is not satisfied with any part of the service they have received then they should write to the Coverholder who will do their best to resolve the problem.

In the first instance:

**The Customer Services Manger
Abbey Legal Protection
Minories House
2 - 5 Minories
London
EC3N 1BJ**

0870 600 1480

In the event that the Insured remains dissatisfied and wishes to pursue matters further they may be able to refer the matter to the Financial Ombudsman Service. Their details are as follow:

**Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0845 080 1800
www.financial-ombudsman.org.uk**

This procedure will not prejudice the Insured's rights to take legal proceedings

FINANCIAL SERVICES COMPENSATION SCHEME

In the event the Insurer fails to meet its obligations and the Insured has a turnover or income of less than £1m a year the Insured may be eligible for compensation from the Financial Services Compensation Scheme