

**temple**  
legal protection

**Police**

**Legal Expenses Group  
Insurance Policy**

**Policy Wording**

 **Philip  
Williams & Co**  
Part of **HONDEN**

[www.temple-legal.co.uk](http://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.



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](http://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 **01483 954832** 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](http://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: [claims@temple-legal.co.uk](mailto:claims@temple-legal.co.uk)

or by post: 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 of this policy document.

## **DEFINITIONS**

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

<p><b>Agent</b> Philip Williams &amp; Co part of HOWDEN.</p> <p><b>Appointed representative</b> A solicitor, barrister, accountant or other appropriately qualified person or firm appointed by the <b>Insurer</b> to act for the <b>Insured</b> in accordance with the terms of this policy.</p> <p><b>Co-insurance</b> The amount specified in the schedule, expressed as a percentage of the <b>Professional expenses</b> that shall be payable by the <b>Insured</b>, in addition to any <b>Excess</b>, if the <b>Insured</b> chooses a representative, other than an <b>Appointed representative</b> chosen by the <b>Insurer</b>, where that representative does not agree to the <b>Insurer's</b> standard charging rates.</p> <p><b>Excess</b> The amount specified in the schedule, which is the first amount of a claim that shall be payable by the <b>Insured</b>.</p> <p><b>Insured</b> Section 1 <b>Member</b> Only Section 2-10: <b>Member</b>, <b>Partner</b> and any members of the <b>Member's</b> family who permanently live with them in the <b>Territorial limits</b>.</p> <p><b>Insured event</b> A section of cover highlighted in the schedule as 'Included'.</p> <p><b>Insured Vehicle</b> A vehicle that the Member owns or is legally responsible for including any caravan or trailer whilst being legally towed.</p> <p><b>Insurer</b> Temple Legal Protection Limited who are authorised under a binding authority agreement to underwrite and administer this insurance on behalf of Intact Insurance UK Limited.</p> <p><b>Limit of indemnity</b> The limit specified in the schedule, which is the <b>Insurer's</b> maximum liability under this policy in respect of:</p> <p class="list-item-l1">(a) any one claim arising at the same time or from the same originating cause;</p> <p class="list-item-l1">(b) the aggregate for all claims notified during the <b>Period of Insurance</b></p> <p><b>Recognised Police Representative Bodies</b> Scottish Police Federation, Superintendents Association, NPCC, Unison, GMB, PCS of any other recognised trade union representing police staff</p>	<p><b>Member</b> 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.</p> <p><b>Partner</b> The member's cohabiting partner who lives at the same address and shares financial responsibilities, excluding business partners or associates.</p> <p><b>Period of insurance</b> The period shown in the schedule.</p> <p><b>Policyholder</b> The appointed Trustees of the Police Federation Insurance Scheme as shown in the policy schedule.</p> <p><b>Professional expenses</b> In connection with an <b>Insured event</b> and not exceeding the <b>Limit of indemnity</b>:</p> <p class="list-item-l1">(a) Fees, expenses and other disbursements reasonably and proportionately incurred by the <b>Appointed representative</b> and agreed by the <b>Insurer</b>.</p> <p class="list-item-l1">(b) Opponent's costs in civil cases for which the <b>Insured</b> becomes liable and which are agreed by the <b>Insurer</b>.</p> <p><b>Professional expenses</b> payable by the <b>Insurer</b> shall not include any VAT that may be recoverable by the <b>Insured</b>.</p> <p><b>Prospects of success</b></p> <p class="list-item-l1">(a) In civil cases it must be more likely than not that:</p> <p class="list-item-l2">(i) the <b>Insured</b> will achieve a successful outcome in the pursuit or defence of their claim; and</p> <p class="list-item-l2">(ii) the <b>Insured</b> will succeed in enforcing a judgment for damages or compensation or obtain any other legal remedy to which the <b>Insurer</b> has agreed.</p> <p class="list-item-l1">(b) In criminal prosecution claims it must be more likely than not that:</p> <p class="list-item-l2">(i) the <b>Insured's</b> sentence or fine will be successfully mitigated if they plead guilty;</p> <p class="list-item-l2">(ii) the <b>Insured</b> will be acquitted by the court or jury if they plead not guilty.</p> <p class="list-item-l1">(c) In all civil and criminal claims involving an appeal it must be more likely than not that the <b>Insured</b> will be successful.</p> <p>In all cases the <b>Insurer</b> or a suitably qualified expert acting on the <b>Insurer's</b> behalf will assess and decide whether there are <b>Prospects of success</b>.</p> <p><b>Territorial limits</b> The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.</p>
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## 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      **Criminal Prosecution Defence**

What is covered	What is not covered
<p>Defending the <b>Insured's</b> legal rights following an event which leads to:</p> <ul style="list-style-type: none"><li>(i) the <b>Insured</b> being interviewed by the Police or other prosecuting authority where the <b>Insured</b> is suspected of committing a criminal offence;</li><li>(ii) the <b>Insured</b> being prosecuted in a criminal court.</li></ul> <p><i>Providing that the <b>Insured</b> utilises a legal aid or equivalent scheme if it is available.</i></p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"><li>(i) Professional Expense in excess of £2,500 relating to interviews under caution;</li><li>(ii) <b>Professional Expenses</b> payable by the <b>Insured</b> in excess of any assessed contributions.</li><li>(iii) A motoring offence;</li><li>(iv) Post verdict <b>Professional Expenses</b> payable by the <b>Insured</b> in excess of the pre-conviction assessed income-based contribution;</li><li>(v) <b>Professional Expenses</b> where the <b>Insured</b> doesn't co-operate with the appropriate legal aid or equivalent scheme, including the use of a <b>Appointed Representative</b> that can not act under any such scheme;</li><li>(vi) The defence of any action, enforcement, or recovery of sums payable against an <b>Insured</b> under the rules of any legal aid or equivalent scheme.</li></ul>

## Member, Partner & Family Cover

### Section 2 Personal Injury

What is covered	What is not covered
<p>Pursuing the <b>Insured's</b> legal rights following a sudden or specific accident which causes death or injury to the <b>Insured</b> within the <b>Territorial Limits</b>;</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"> <li>(i) Psychological injury or mental illness which is not connected with the <b>Insured</b> having suffered physical bodily injury;</li> <li>(ii) Clinical or medical negligence</li> </ul>

### Section 3 Home Rights

What is covered	What is not covered
<p>A dispute relating to the <b>Insured's</b> principal home and/or personal possessions owned by the Insured in relation to:</p> <ul style="list-style-type: none"> <li>(a) the interference of the <b>Insured's</b> 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 <b>Insured's</b> principal home, the <b>Insured</b> must have evidence of where that boundary lies) including the trespass and nuisance of others;</li> <li>(b) an event which causes physical damage to the <b>Insured's</b> principal home and/or personal possessions of the <b>Insured</b> while residing at the principal home (the <b>Insurer</b> will not defend a claim but will defend a counter-claim);</li> </ul> <p><i>Providing that:</i></p> <ul style="list-style-type: none"> <li>(i) the amount in dispute is more than £100.</li> </ul>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>(i) A contract the <b>Insured</b> has entered into, or a tenancy agreement or a licence to occupy property;</li> <li>(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;</li> <li>(iii) Land or buildings which do not form part of the <b>Insured's</b> principal home;</li> <li>(iv) Motor vehicles which are owned by, or hired or leased to the <b>Insured</b>;</li> <li>(v) Mining, subsidence, landslide or heave.</li> </ul>

### Section 4 Consumer Disputes

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

	<ul style="list-style-type: none"> <li>(iv) Motor vehicles which are owned by, or hired or leased to the <b>Insured</b>;</li> <li>(v) Disputes over an insurance contract;</li> <li>(vi) Disputes with local or government authorities.</li> </ul>
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## Section 5 Uninsured Loss Recovery

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

## Section 6 Confirmation

What is covered	What is not covered
<p>Pursuing civil legal action in relation to a confirmation dispute involving the will of the <b>Insured</b> parents, grandparents or children where the <b>Insured</b> 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 7 Employment

What is covered	What is not covered
<ul style="list-style-type: none"> <li>(a) <b>Professional Expenses</b> 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.</li> <li>(b) The pursuit of a dispute with the <b>Insured's</b> employer</li> </ul>	<p>Any claims that do not relate to the <b>Insured's</b> primary employment</p>

*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.*

## Section 8 Jury Service

What is covered	What is not covered
The <b>Insured person's</b> lost wages or salary, up to a maximum of £1,000, following their absence from work to attend jury service..	Sums which are recoverable from the court or tribunal.

## Section 9 Taxation

What is covered	What is not covered
<p>Representing the <b>Insured</b> in meetings and negotiations necessary with HMRC following a formal notice to carry out a tax enquiry into the whole of the <b>Insured's</b> self assessment tax return;</p> <p><i>Provided all tax returns and submissions:</i></p> <ul style="list-style-type: none"> <li>(i) are complete and correct and contain no deliberate or reckless misstatements or any intention to deceive the relevant authorities; and</li> <li>(ii) are made within statutory time limits.</li> </ul>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>(i) Business tax affairs or any claims where the <b>Insured</b> is self-employed, a sole-trader or in a business partnership;</li> <li>(ii) Routine treatment of matters which are not connected with a formal investigation or do not arise from an expression of dissatisfaction with the <b>Insured's</b> tax affairs;</li> <li>(iii) Defending criminal prosecutions;</li> <li>(iv) Matters handled by the HMRC Specialist Investigations Unit;</li> <li>(v) Tax avoidance schemes;</li> <li>(vi) Tax investigations resulting from the negligent advice or actions of the <b>Insured's</b> tax consultant or adviser.</li> </ul>

## Section 10 Identity Theft

What is covered	What is not covered
<p>(a) <b>Professional expenses</b> arising from identity theft:</p> <ul style="list-style-type: none"> <li>(i) to defend a claim from a financial institution, merchants or their collection agencies;</li> <li>(ii) in relation to the removal of any criminal or civil judgements wrongly entered against the <b>Insured</b>;</li> <li>(iii) to challenge the accuracy or completeness of any information in a credit reference agency report;</li> </ul>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>(i) The <b>Insured's</b> business, profession or occupation;</li> <li>(ii) Any fraudulent, dishonest or criminal acts by an <b>Insured</b>, or any other person acting in collusion with an <b>Insured</b>.</li> </ul>

- (iv) to create documents needed to prove the **Insured's** innocence in terms of any financial irregularities committed unlawfully.
- (c) Postal and phone costs the **Insured** incurs dealing with financial institutions, the Police and credit reference agencies to report or discuss Identity theft;
- (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
- (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

*provided that the **Insured** on discovery their identity has been stolen:*

- (i) files a Police report within 48 hours;
- (ii) contacts the legal advice helpline
- (iii) advise the relevant financial institutions, payment card company(ies) and all other accounts know of the identity theft as soon as possible;
- (iv) provides authorisation to obtain records and other necessary information;
- (v) provide with evidence of any lost wages, demands notices, summonses, complaints or legal papers received in relation to the theft; and
- (vi) take all necessary actions to prevent further damage to their identity.

## **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:

### **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.

### **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.

### **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.

### **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.

### **5. Government and local authorities**

Any dispute with government or local authority departments concerning the imposition of statutory charges.

### **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).

### **7. Judicial Reviews and legislation challenges**

Claims relating to the **Insured's** involvement in a Judicial Review or challenge to existing or proposed legislation.

### **8. Disputes with family members**

Claims relating to disputes between the **Insured** and any members of the **Insured's** immediate family.

### **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.

### **10. Disputes with the Insurer**

Any costs relating to disputes with the **Insurer**

### **11. Defamation of character**

Claims relating to allegations of libel or slander.

### **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.

### **13. Proportionality**

Any claim where the value of the settlement is disproportionate compared with the time and costs incurred to achieve it.

### **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.

### **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.

### **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.

### **17. Non Subscribing Members**

Any claim where the **Insured** is not a member of a **Recognised Police Representative Body** in relation to:

- 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
- 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

## **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.

## **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 and helpline services. Any information provided to Temple Legal Protection will be processed in accordance with Temple Legal Protection's Privacy Policy (<http://www.temple-legal.co.uk/privacypolicy>).

## **COMPLAINTS PROCEDURE**

If you are not happy with the level of service you have received, how a claim has been handled or with any other aspect of the policy, you can register a complaint directly with Temple:

By email: [complaints@temple-legal.co.uk](mailto:complaints@temple-legal.co.uk)

By phone: 01483 577877

By post:

The Compliance Officer, Temple Legal Protection Limited, One Bell Court, Leapale Lane, Guildford GU1 4LY

If you are not happy with the response you have received, you may be able to refer the matter to the Financial Ombudsman Service provided your business falls within their jurisdiction. The Financial Ombudsman Service 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.

The Financial Ombudsman Service can be contacted:

By email:  
[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

By phone:  
0800 023 4567 (free from a landline) or  
0300 123 9123 (free from some mobile phones)

By post:

Financial Ombudsman Service, Exchange Tower, London E14 9SR

Or you can visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) and follow the guidelines on how to complain.

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.

## **OTHER INFORMATION**

The contact details for the Insurer are: Intact Insurance UK Limited, 22 Bishopsgate, London, EC2N 4BQ. Registered No. 00093792. Tel 01403 232323.

Intact Insurance UK Limited, whose registered office is at 22 Bishopsgate, London, EC2N 4BQ, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202323. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.

Intact Insurance UK Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Intact Insurance UK Limited 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](http://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