

West Midlands Police Federation Group Legal Expenses Scheme



Policy Effective from 1st June 2015
Legal Helpline Number 01384 887625
Policy Number LES/256/1315

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PROFESSIONAL FEES POLICY SUMMARY

Some important facts about the Professional Fees policy are summarised below. This summary does not describe all of the terms and conditions of the policy, so please take time to read the policy document to make sure that you understand the cover that it provides. All references below to the cover provided are contained within the full policy wording. Please note that a full policy wording is available for your inspection upon request.

NAME OF INSURER

This insurance is arranged by Philip Williams & Company Insurance Management with UK General Insurance Ltd on behalf of Ageas Insurance Ltd, Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

NAME OF COVERHOLDER

The policy is administered on behalf of the insurers by Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands DY5 1XF.

TYPE OF INSURANCE

The policy is designed to cover the cost of professional fees charged by a claims handler, solicitor or accountant following a specific occurrence, provided that cover for that occurrence is detailed within the policy wording and is not specifically excluded within the policy schedule issued.

SIGNIFICANT FEATURES AND BENEFITS

The policy includes the following features (unless specifically excluded by the policy schedule issued), which are fully explained in detail in the policy wording. The Claim Limit provided will be shown on the policy schedule issued.

Section of Cover & Claim Limit applying in respect of any one claim	Cover Provided	Specific Section Exclusions (Please note that this only shows the significant exclusions and reference should be made to the policy wording for a definitive list)
Criminal Prosecution Defence (£185,000)	<p>Defence of criminal court Legal Proceedings brought against a Beneficiary as a result of any act or omission or alleged act or omission.</p> <p>1) Police Station Representation Legal Expenses incurred in representing a Beneficiary at a Police Station where they are being interviewed under caution in relation to an alleged criminal act.</p> <p>2) Magistrates' Court Representation Legal Expenses incurred in representing a Beneficiary at a Magistrates Court.</p> <p>3) Crown Court Representation A sum equal to any assessed income based contribution payable by the Beneficiary towards Professional Fees incurred under the Crown Court Means Testing scheme.</p> <p>4) Overseas Legal Assistance Professional Fees incurred in providing emergency legal assistance or representing a Beneficiary at a Police Station where they are being interviewed, in relation to an alleged criminal act.</p>	<p>Where representation or provision of cover is provided under the rules of the Federation Fund or by the Chief Constable.</p> <p>1) Police Station Representation Any matter where the Appointed Representative assesses that reasonable prospects of success do not exist.</p> <p>2) Magistrates' Court Representation Any matter where the Appointed Representative assesses that reasonable prospects of success do not exist.</p> <p>3) Crown Court Representation</p> <ul style="list-style-type: none"> a) Professional Fees required to be paid by a Beneficiary in excess of the pre-conviction assessed income based contribution under the Crown Court Means Testing scheme following conviction. b) Any matter where the Appointed Representative assesses that reasonable prospects of success do not exist. c) Assessed income based contributions payable by the Beneficiary towards Professional Fees incurred under the Crown Court Means Testing scheme which exceed the Claim Limit. d) Any Professional Fees where the Beneficiary fails to: <ul style="list-style-type: none"> i) apply for a Representation Order under the Crown Court Means Testing scheme. ii) submit any required information under the Crown Court Means Testing scheme. iii) comply with the terms of the Representation Order, iv) use a representative that can act under the terms of a Representation Order under the Crown Court Means Testing Scheme. e) The defence of any action, enforcement, or recovery of sums payable against a Beneficiary 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>4) Overseas Legal Assistance Any claim for Legal Expenses in excess of £2500 (or local currency equivalent).</p>
Personal Injury (£100,000)	<p>Recovery of damages or compensation following any event causing death of or bodily injury to a Beneficiary.</p>	
Residential Protection (£100,000)	<p>Pursuit of Legal Proceedings following any event causing loss of or damage to the Home.</p>	
Peaceful Occupation (£100,000)	<p>Pursuing or defending a Beneficiaries legal rights arising out of the ownership or rightful occupation of the Home.</p>	<p>Any lease tenancy or rental dispute other than where the Beneficiary has been unlawfully evicted from the Home.</p> <p>Any dispute relating to the letting or subletting of or licence to occupy the Home.</p> <p>Any dispute which in the first instance falls within the jurisdiction of the Rent, Rates or Land Tribunals or any appeals therefrom.</p>

Consumer Protection (£100,000)	Pursuing or defending a claim which arises from a contract for services including insurance, sale, purchase or hire purchase of personal goods.	We do not cover claims where the value in dispute is less than £50.00, or which arise from a contract entered into prior to the inception of the first Period of Insurance or a contract of insurance dispute relating solely to quantum.
Data Protection (£100,000)	Defence of Legal Proceedings taken against the Beneficiary for compensation relating to the way that they have kept or used personal information about another person or organisation.	
Uninsured Loss Recovery & Motor Prosecution Defence (£100,000 but limited to £2,500 in providing representation following the seizure of a vehicle as a result of incorrect information being on the Motor Insurance Database and £10,000 for Motor Prosecution Defence claims)	The recovery of uninsured losses of a Beneficiary resulting from a motor accident in the Vehicle. The defence of Legal Proceedings taken against the Beneficiary arising from a breach of road traffic regulations relating to the Vehicle.	Any claim where a Beneficiary does not have a valid driving licence, the appropriate motor insurance policy, valid road tax certificate/disc or MOT certificate for the Vehicle. We do not cover Legal Proceedings relating to parking offences. Any claim where funding is available from the Police Federation, Chief Constable or any other appropriate body. A £50 excess applies to Motor Prosecution Defence claims other than where it is confirmed that reasonable prospects for a successful defence exist. Any Professional Fees in excess of £10,000 in respect of Motor Prosecution Defence claims.
Discrimination (£100,000)	Defence of Civil Legal Proceedings brought against the Beneficiary alleging discrimination related to sex, race, age, religion or disability at work.	
Probate (£100,000)	Pursuing a claim in respect of a probate dispute involving the will of the Beneficiary's parents, grandparents, children, step-children or adopted children.	Where a will has not been previously made, concluded, or cannot be traced.
Employment (£100,000)	Pursuing Legal Proceedings between a Beneficiary and their employer in respect of a contract of employment dispute.	We do not cover disputes where this relates to a Beneficiary's employment as a Police Officer, or employees of the Police force in respect of their activities outside of serving as an Officer unless the Chief Constable has approved the activity and this can be evidenced.
Fund Trustee Defence (£100,000)	Defence of any civil Legal Proceedings against the Beneficiary in respect of any act or omission or alleged act or omission as a trustee of a fund set up by the Beneficiary's employer.	
Representation at Public Enquiries (£100,000)	Representation of a Beneficiary at a public enquiry ordered by a District Auditor.	
Independent Police Complaints Commission Investigations (£100,000)	Representation by an Appointed Representative at an investigation by the Independent Police Complaints Commission provided that the Beneficiary is a civilian member of the Police Federation at the time at which the investigation occurs.	

Disciplinary Hearings
(£20,000)

Representation at a Disciplinary Hearing before the Misconduct Tribunal Panel or the Police Appeals Tribunal following a disciplinary procedure.

Any matter where funding is available from the Police Federation or any other body.
Any Professional Fees in excess of £20,000.

Debt Advice & Bankruptcy
(£1,000)

Where payable, the fee required for filing for Bankruptcy (a Debtor's Petition) and the deposit towards the administration of Your Bankruptcy. Free impartial and confidential debt advice.

Any Professional Fees related to an application for Bankruptcy.

Education
(£100,000)

Appealing against a decision of a Local Education Authority (LEA) arising out of the LEA's failure to comply with its published admission policy resulting in the refusal to accept the Beneficiary's child at the school of their preference.

Where acceptance at the school involves examinations or other selection criteria.
Where the refusal occurred within 6 months of the first Period of Insurance.
Where the child has been expelled, suspended or permanently excluded from another school.
Where the procedure for appealing against the decision to refuse a place at the school has not been followed.
Children under 5 years other than for admission disputes arising where entry shall be in the academic year prior to their 5th birthday.

Taxation
(£100,000)

Professional Fees arising from or relating to a Full Enquiry by HM Revenue & Customs of a Beneficiary's (or where a Beneficiary is acting in a voluntary capacity on a relative's behalf under a Power of Attorney) personal tax affairs.

Any tax, interest or penalties imposed.
Anything to do with a tax return which arrived after the legal deadline, or did not arrive at all.
Any HM Revenue & Customs investigation or enquiry when they allege, or it becomes clear that they suspect fraud.
Any business activity or venture for gain other than the Beneficiary's contract of employment or a normal private investment.

Identity Theft
(£100,000)

Defending a claim from a financial institution, merchants or their collection agencies.
The removal of any criminal or civil judgments wrongly entered against the Beneficiary.
Challenging the accuracy or completeness of any information in a Credit Reference Agency report.
Creating documents needed to prove the Beneficiary's innocence in terms of any financial irregularities committed unlawfully.
Postal and phone costs the Beneficiary has to pay in dealing with financial institutions, the Police and Credit Reference Agencies to report or discuss an actual Identity Theft.
Fees charged for reapplying for a loan due to the original application being rejected solely because the lender received incorrect credit information.
The Beneficiary's lost earnings as a result of time away from work to go and see the Police, financial institutions or Credit Reference Agencies to report or discuss an actual Identity Theft.

Any Identity Theft connected with the Beneficiary's business, profession, or occupation.
Any legal action where the Beneficiary does not have reasonable prospects of success.
Any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by a Beneficiary, or any other person acting in collusion with a Beneficiary.
Any Indirect Losses other than as identified above.

Assistance

The provision of professional assistance and guidance to the Beneficiary in respect of any personal legal or quasi legal problem of the Beneficiary.

We shall not be obliged to correspond negotiate or otherwise deal on the Beneficiary's behalf with any third party.

We will not provide assistance on matters relating to a dispute under this policy between the Policyholder, any Beneficiary, the Agent and Us, the Insurer, their servants or agents.

Bespoke Professional Document Service

Assistance in the drafting of bespoke personal legal documents (including employment, health & safety and property matters).

SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS

The policy will exclude claims where the incident falls outside of the scope of cover provided by the policy wording or where this is subject to a specific exclusion or limitation. Please refer to the policy wording for full details. The most significant or unusual exclusions or limitations are outlined below.

- If the Beneficiary can convince us that there are reasonable prospects of being successful in their claim and that it is necessary for Professional Fees to be paid we will take over the claim and appoint a specialist of our choice to act on their behalf.

- We may limit the Professional Fees that we will pay under the policy where we consider it is unlikely a sensible settlement of the claim will be obtained, there is insufficient prospects of obtaining recovery of any sums claimed; or the potential settlement amount of the claim is disproportionate compared with the time and expense incurred in pursuing or defending the claim.

- Where it may cost us more to handle a claim than the amount in dispute we may at our option pay to the Beneficiary the amount in dispute which will then constitute the end of the claim under the policy.

- If Legal Proceedings have been agreed by us the Beneficiary may at that stage decide to nominate and use their own solicitor or indeed, they may wish to continue to use our own specialists. If the Beneficiary decides to nominate their own Professional we must agree this in advance and they will be responsible for any Professional Fees in excess of those which our own specialists would normally charge us (Details are available upon request).

- At conclusion of the claim if the Beneficiary is awarded any costs (not their damages), these must be paid to us.

- Please note that if the Beneficiary should engage the services of a Professional prior to making contact with us any costs that they incur are not covered by this Insurance.

- This is a policy where the Beneficiary must notify us during the period of insurance and within 180 days of any circumstances which may give rise to any claim under the policy. Failure to do so could mean that we decline to pay a claim for their professional fees. In the case of Identity Theft, you must notify the Police and the appropriate institution within 12 hours of you discovering the Identity Theft.

- The jurisdiction and territorial limits of the policy is The United Kingdom, Isle of Man or the Channel Islands, and any country which is a member of the European Union, and additionally Liechtenstein, Norway, Switzerland countries bordering and islands in the Mediterranean in respect of temporary visits overseas for domestic and pleasure purposes. Worldwide only in respect of Section 1 (Criminal Prosecution Defence) sub section iii) (Overseas Legal Assistance).

- We do not cover claims connected to Matrimonial or Family Disputes.

- The policy does not cover any activity connected to a business or any venture for gain.

- In the event that the Beneficiary makes a claim under this policy which they subsequently discontinue due to their own disinclination to proceed, any legal costs incurred to date will become their own responsibility and will be required to be repaid to the insurer.

- Any claim where a Beneficiary is entitled to Legal Aid (where the liability shall be limited to the sum equal to any assessed income based contribution payable by the Beneficiary towards Professional Fees incurred under the Crown Court Means Testing scheme).

- Cover is only applicable to permanent residents of the United Kingdom.

DURATION OF THE CONTRACT

The cover provided by the policy is normally for a twelve month period. Where this is altered, it will be clearly shown within the quotation provided and policy schedule subsequently issued.

CANCELLATION

We hope you the Policyholder are happy with the cover provided by your policy. However you have the right to cancel the policy within 14 days of receiving the policy. If you chose to cancel, we will refund your premium after first (at our discretion) charging for the cover provided from the date of commencement of the contract until the date of cancellation and any helpline costs incurred.

CLAIMS ADDRESS

The person insured by the policy should report immediately (and in accordance with the policy terms and conditions during the period of insurance and no later than 180 days after the occurrence) any incident which may give rise to a claim under the policy. Failure to do so could mean that we decline to pay a claim under the policy. The telephone number for the reporting of a claim is contained within the policy schedule. A claim form will be dispatched for completion by the Beneficiary and return to the address shown below. If you wish to make a claim in writing, this must be made in person by the Beneficiary seeking cover under the policy issued.

Please note that we will not enter into dialogue or correspond with anyone other than the Beneficiary or the Beneficiary's personal representatives (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

Claims Department, Legal Insurance Management Ltd,
1 Hagley Court North, The Waterfront, Brierley Hill, West
Midlands DY5 1XF

COMPLAINTS PROCEDURE

We hope you will be pleased with the service we provide. However, if the Policyholder has a complaint about our service or about a claim they should in the first instance write to the Agent who arranged this Insurance on their behalf.

If the matter remains unresolved the Policyholder should write to the Managing Director of Legal Insurance Management Ltd at the above address.

If the matter still remains unresolved thereafter the Policyholder can then write to the Insurers whose details are shown within the policy schedule.

If the Policyholder is still not happy with the response they have received, they have the right to ask the Financial Ombudsman to review the case.

COMPENSATION SCHEME

In the event that Ageas Insurance Ltd or Legal Insurance Management Ltd is unable to meet its liabilities you may be entitled to compensation from the Financial Services Compensation scheme (FSCS).

Further information can be found in the policy under "Compensation Scheme".

Arranged through Philip Williams and Company.

You may be able to download the full policy wording by scanning the below QR code.



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Philip Williams and Company are Authorised and Regulated by the Financial Conduct Authority

