

LEGAL INSURANCE MANAGEMENT LTD

LEGAL EXPENSES

SCHEME POLICY



In consideration of the **Policyholder** having paid or agreed to pay the premium, the **Insurer** agrees subject to the agreement of the **Policyholder** to indemnify the **Beneficiary** up to the **Limit of Indemnity** against Legal Expenses incurred in respect of any **Insured Event** occurring within the **Territorial Limits** and during the **Period of Insurance** subject to the terms, conditions and exclusions of this policy.

The policy and schedule shall be read together and the following expressions shall have the meanings outlined wherever they appear in the policy in bold print.

DEFINITIONS

AGENT

Philip Williams & Co
35 Walton Road
Stockton Heath
Warrington
WA4 6NW

ACTS OF PARLIAMENT

Any reference to Act of Parliament within this Policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland Northern Ireland and under European Law where applied in the UK.

ANY ONE CLAIM

All **Legal Proceedings** including any appeal against judgement consequent upon the same original cause event or circumstance shall be regarded as one claim.

APPOINTED REPRESENTATIVE

A solicitor, counsel, accountant, claims handler or appropriately qualified person approved by **Us** appointed to act in a professional capacity for the **Beneficiary** in accordance with the terms of this Policy.

BENEFICIARY/BENEFICIARIES

In respect of Sections 1, 3, 4, 6, 8, 9, 11, and 12, the **Member**

In respect of Sections 2, 5, 7, 10, 13, 14, and 15 the **Member** and:-

- i) The **Member's** spouse or cohabiting partner
- ii) Children including stepchildren adopted children foster children and grandchildren normally resident with the **Member**
- iii) The parents and grandparents of the **Member** and the **Member's** spouse or cohabiting partner normally resident with the **Member**.

BUSINESS

Any employment, trade, profession or occupation.

COSTS

Standard costs of any civil proceedings incurred by the Third Party for which the **Beneficiary** may be liable by order of a **Court** or following an out of court settlement consented to by **Us** in accordance with Claims Settlement Condition 7(1) and made in connection with any **Legal Proceedings**.

COURT

A court tribunal or other competent authority.

CREDIT REFERENCE AGENCY

Equifax, Experian, and Call Credit.

FULL ENQUIRY

Action taken by HM Revenue and Customs following a Notice issued under Section 9A of the Taxes Management Act 1970 saying they plan to carry out a 'Special Compliance Office Investigation' or a 'Local Tax Office Enquiry' which involves examining and considering all areas of the insured's tax affairs in detail.

HOME

The **Member's** principal private dwelling house as defined for the purposes of qualifying for exemption from Capital Gains Tax.

IDENTITY THEFT

The misappropriation of the identity of another person without their knowledge or consent. These identity details are then used to obtain goods, services or to commit criminal activities in that persons name.

INDIRECT LOSSES

Losses or damage which is not directly associated with the incident that caused you to claim, unless expressly stated in this policy.

INSURED EVENT

Shall mean the happening of the events described in each Section of Cover and shall be deemed to have occurred:

- a) in civil cases at the time at which the cause of action commenced; or
- b) in criminal cases at the time at which the **Beneficiary** is alleged to have commenced to violate the criminal law in question;
- c) in relation to Legal Assistance when the Legal Assistance is provided.

INSURER

UK Underwriting Limited on behalf of:-

Fortis Insurance Limited, Registered in England No.354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA

Legal Insurance Management Ltd, UK Underwriting Limited and Fortis Insurance Ltd are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register

LEGAL EXPENSES**Fees**

- a) any fees and disbursements reasonably and properly incurred by the **Appointed Representative** in connection with any **Legal Proceedings** including fees and disbursements of expert witnesses as well as those incurred by **Us** in connection with any such **Legal Proceedings**.
- b) any fees and disbursements reasonably and properly incurred by the **Appointed Representative** in appealing or resisting an appeal against the judgement of a **Court** in connection with any **Legal Proceedings**.

LEGAL PROCEEDINGS

- a) Any step prior to the issue or receipt of legal process reasonably taken with a view to resolving any **Insured Event** occurring within the **Territorial Limits**.
- b) Any step taken subsequently to the issue or receipt of legal process in any criminal or civil **Court**, including any appeals arising there from provided that such process is issued within the **Territorial Limits**.

LIMIT OF INDEMNITY

The sum specified in the schedule which shall be the maximum amount payable in respect of **Any One Claim** after totalling all **Legal Expenses** of the **Beneficiary** including opponents' costs.

MEMBER

Serving or Retired Police Officers and Civilian Support Staff of Strathclyde Police and any other individuals who are members of Strathclyde Police Federation Insurance Scheme at the time at which the Insured Event occurs and have paid the relevant subscription.

OCCURRENCE

A loss or offence, committed during the **Period of Insurance**.

PAYMENT CARD

Bank, charge, cheque, credit, debit, and cash dispenser cards.

PERIOD OF INSURANCE

The period specified in the schedule and any subsequent periods for which the **Policyholder** shall pay and **We** shall accept a renewal premium.

POLICYHOLDER

The appointed Trustees of the Strathclyde Police Federation Insurance Scheme as particularised in the current Deed of Trust

STANDARD LEGAL EXPENSES

The level of fees that would normally be incurred by **Us** in using a nominated **Authorised Representative** of Our choice.

TERRITORIAL LIMITS

- a) The United Kingdom, Isle of Man or the Channel Islands, and
- b) any country which is a member of the European Union, and additionally Liechtenstein, Norway, Switzerland and countries bordering and islands in the Mediterranean in respect of temporary visits overseas for domestic and pleasure purposes.

VEHICLE

Any motor vehicle including motor cycles, required to be licensed for road use constructed or adapted principally for the carriage of up to seven passengers owned or hired by the **Beneficiary**, including any caravan or trailer which is attached to the vehicle by normal means for towing.

WE/US/OUR

Legal Insurance Management Limited which administers the insurance on the Insurer's behalf and to which any notification of claim must be addressed at:

**Claims Department
Legal Insurance Management Ltd
18 Hagley Road
Stourbridge
West Midlands DY8 1PS
Tel: 01384 377000
Fax: 01384 377500**

SECTIONS OF COVER

SECTION 1 - CRIMINAL PROSECUTION DEFENCE

Legal Expenses incurred in the defence of **Legal Proceedings** brought against a **Beneficiary** in a Court of criminal jurisdiction as a result of any act or omission or alleged act or omission.

Exclusion

The **Insurer** will not indemnify the **Beneficiary** in respect of:

- i) any prosecution deliberately or intentionally solicited, or any act or omission undertaken with reckless regard as to its consequences.
- ii) any offence relating to a motor bike / vehicle.

SECTION 2 - PERSONAL INJURY

Legal Expenses incurred in the pursuit of **Legal Proceedings** to recover damages or compensation following any event causing death of or bodily injury to a **Beneficiary**.

Exclusion

The **Insurer** will not indemnify any **Beneficiary** in respect of this section of cover unless:

- i) they have in the first instance sought indemnity from the Joint Police Board or the Chief Constable for any **Insured Event** which occurs in the course of the **Beneficiary's** duties as a police officer or normal employment;
- ii) in respect of a claim brought under The Criminal Injuries Compensation Scheme the **Beneficiary** must show that the use of a solicitor is necessary to secure an award.

SECTION 3 - RESIDENTIAL PROTECTION

Legal Expenses incurred in the pursuit of **Legal Proceedings** following any event causing loss of or damage to the **Home**.

SECTION 4 - PEACEFUL OCCUPATION

Legal Expenses incurred in the pursuit or defence of **Legal Proceedings** as a result of or any cause of action arising out of or relating to alleged infringement of:

- i) the **Beneficiary's** legal rights; or
- ii) by the **Beneficiary** of the legal rights of another person arising out of or relating to the rightful occupation or ownership by the **Beneficiary** of the **Home**.

Exclusion

The **Insurer** will not indemnify the **Beneficiary** in respect of:

- i) any dispute relating to the letting or subletting of, or a licence to occupy, the **Home**.
- ii) any lease tenancy or rental dispute other than where the **Beneficiary** has been unlawfully evicted from the **Home**.
- iii) any dispute which in the first instance falls within the jurisdiction of the Rent, Rates or Land Tribunals or any appeals there from.

SECTION 5 - CONSUMER PROTECTION

Legal Expenses incurred in the pursuit or defence of **Legal Proceedings** as a result of any contractual dispute arising out of a contract entered into by a **Beneficiary** where the amount in dispute exceeds £250.00 for:

- i) obtaining services including insurance
- ii) the sale, purchase or hire-purchase of any personal goods.

Exclusions

The **Insurer** will not indemnify the **Beneficiary** in respect of:-

- i) a contract of insurance dispute relating solely to quantum
- ii) a dispute arising from or relating to a contract entered into prior to the inception of the first **Period of Insurance**.

SECTION 6 - DATA PROTECTION

Legal Expenses incurred in the 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.

SECTION 7 - UNINSURED LOSS RECOVERY & MOTOR PROSECUTION DEFENCE

Legal Expenses incurred:

- i) in the pursuit of **Legal Proceedings** to recover uninsured losses incurred as a result of a motor accident causing loss or damage to the **Vehicle**.
- ii) in the defence of **Legal Proceedings** taken against the **Beneficiary** arising from a breach of road traffic regulations relating to the **Vehicle**.

Provided that:

- i) the event giving rise to the **Legal Proceedings** occurred within the **Territorial Limits** and during the **Period of Insurance**;
- ii) the **Legal Proceedings** will be heard by a Court within the **Territorial Limits**;
- iii) up to a limit of £2,500 in providing representation to a **Beneficiary** following the seizure of the **Vehicle** by the police or government agency as a result of incorrect information being held about the **Beneficiary** or the **Vehicle** on the Motor Insurance Database.
- iv) the **Beneficiary** shall seek indemnity in the first instance from the Chief Constable, Police Authority's insurer or other relevant organisation or body for any **Insured Event** which occurs during the **Beneficiary's** normal employment.

Exclusions

The **Insurer** will not indemnify any:

- i) **Legal Proceedings** relating to driving under the influence of drugs or alcohol unless as a plea in mitigation for which there are prospects in making a positive difference to the outcome;
- ii) **Legal Proceedings** relating to parking offences;
- iii) **Legal Proceedings** where the **Beneficiary** does not have a valid driving licence;
- iv) **Legal Proceedings** where the **Beneficiary** does not have the appropriate motor insurance policy, valid road tax certificate/disc, or MOT certificate for the **Vehicle**.

SECTION 8 - DISCRIMINATION

Legal Expenses incurred in the defence of Civil **Legal Proceedings** brought against the **Beneficiary** alleging discrimination related to sex, race, age, religion or disability at work.

SECTION 9 - PROBATE

Legal Expenses incurred in the pursuit of **Legal Proceedings** by the **Beneficiary** in respect of a probate dispute involving the will of the **Beneficiary's** parents, grandparents, children, step-children or adopted children.

SECTION 10- EMPLOYMENT

Legal Expenses incurred in the pursuit of **Legal Proceedings** between a **Beneficiary** and their employer in respect of a contract of employment dispute.

Exclusion

The **Insurer** will not indemnify any:

- i) **Beneficiary** in respect of their activities as a police officer.
- ii) 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.

SECTION 11 - FUND TRUSTEE DEFENCE

Legal Expenses incurred in the 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.

SECTION 12- REPRESENTATION AT A FATAL ACCIDENT INQUIRY

Legal Expenses incurred in respect of representation of a **Beneficiary** at a **Fatal Accident Inquiry** which relates to:

- i) the **Beneficiary's** death during the course of their employment or
- ii) an accident that has occurred during time in which the person who died was in legal custody, or in the care of the **Member** in the course of their duties.

Provided that:

- i) the Fatal Accident Inquiry relates directly to the **Member's** duties as a police officer and
- ii) the cost of representing the **Beneficiary** is not recoverable from or funded by another source.

SECTION 13 – TAXATION

Legal Expenses incurred in the defence of any **Full Enquiry** by HM Revenue & Customs into the **Beneficiary's** income and records with a view to assessing the **Beneficiary's** liability under:

- i) Section 19, Schedule E of the Taxes Act 1988, relating to the **Beneficiary's** wages / salary and pension.
- ii) Section 18, Schedule D of the Taxes Act 1998 relating to income received on investments in the UK, provided that this cannot be the **Insured Person's** main source of income.

Exclusions

The **Insurer** will not be liable for:

- i) any tax, interest or penalties the **Beneficiary** may have to pay to the HM Revenue & Customs;
- ii) any case where the **Beneficiary** or his/her tax advisor has not taken every reasonable care to act according to tax legislation;
- iii) anything to do with a tax return which arrived after the legal deadline, or did not arrive at all;
- iv) an enquiry by the HM Revenue & Customs which is only concerned with one or more specific areas of the **Beneficiary's** tax return and which is not considered by the HM Revenue & Customs to be a **Full Enquiry**;
- v) any HM Revenue & Customs investigation or enquiry when they allege, or it becomes clear that they suspect, fraud;
- vi) any income earned by the **Beneficiary** as a self-employed person;
- vii) any money which has to be paid, or which the **Insurer** has already paid if the **Beneficiary** withdraws, without **Our** agreement, from the defence of a **Full Enquiry** by the HM Revenue & Customs;
- viii) any matter connected with a money-making activity (other than the **Beneficiary's** contract of employment or a normal private investment) or personal liability including:
 - ix) a business, trade or profession;
 - x) a personal venture for gain;
 - xi) a share in a partnership or a joint venture for gain;
 - xii) an investment which is not listed on a recognised UK stock exchange; or
 - xiii) a personal guarantee or indemnity.

SECTION 14 – IDENTITY THEFT

In the event of an **Occurrence of Identity Theft**:

- i) reasonable **Legal Expenses** and ancillary costs incurred:
 - a) to defend a claim from a financial institution, merchants or their collection agencies;
 - b) for the removal of any criminal or civil judgments wrongly entered against the **Beneficiary**;
 - c) challenging the accuracy or completeness of any information in a **Credit Reference Agency** report; and
 - d) to create documents needed to prove the **Beneficiary's** innocence in terms of any financial irregularities committed unlawfully;
- ii) 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**.
- iii) fees charged for reapplying for a loan which has been rejected due to the original application being rejected solely because the lender received incorrect credit information.
- iv) 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**.

The events above must be as a result of an actual **Identity Theft**.

Exclusions

- i) Any **Identity Theft** connected with your business, profession, or occupation.
- ii) Any legal action where the **Beneficiary** does not have a reasonable prospect of success.
- iii) 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**.
- iv) Any **Indirect Losses** other than as identified above.

ID Theft Claims Conditions

Please read the following carefully to comply with the conditions of this section.

If a **Beneficiary** discovers their identity has been stolen either from the first fraudulent transaction identified or any physical or electronic record with any financial institutions, the **Beneficiary** must:

- i) contact the identity theft helpline on 01384 377000.
- ii) make sure that they have their address history for the last 6 years.

- iii) file a police report within 12 hours of discovering the **Identity Theft**.
- iv) let their bank(s) **Payment Card** company (ies) and all other accounts know of the **Identity Theft** within 12 hours of discovering the **Identity Theft**.
- v) fill out and return any claim forms including an authorisation for **Us** to obtain records and other necessary information, if these are applicable,
- vi) send **Us** proof from their employer that they took unpaid days off if they wish to make a claim for lost wages and provide evidence to show that it was necessary.
- vii) immediately send **Us** copies of any demand notices, summonses, complaints, or legal papers received in connection with a loss suffered.
- viii) take all reasonable action to prevent further damage to their identity.

ID Theft Claims Process

The **Beneficiary** must contact the **Identify Theft** helpline on 01384 377000 quoting the policy number before they pay or agree to pay any costs. Failure to do so may lead us to decline the claim.

We will give the **Beneficiary** a dedicated case manager who will assist them in identifying the extent of their problem. They will offer advice, guidance, and assist in the preparation of documentation to ensure the problem and any potential losses are minimised.

The service will give the **Beneficiary** access by phone to repair their credit file or files following an **Identity Theft**.

We will personalise documents on the **Beneficiary's** behalf and post these to them for signing and sending on to the agencies.

This service is available Monday to Friday from 9am to 5pm excluding bank holidays.

SECTION 15 - ASSISTANCE

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

Provided that :-

- i) the **Insurer** shall be at liberty to procure the provision of such assistance by **Us** to the **Beneficiary**.
- ii) the assistance will be given via the telephone on request by the **Beneficiary**. Any advice comprised within the assistance provided will be confirmed in writing where considered necessary by **Us** or requested by the **Beneficiary**.
- iii) the **Insurer** will not be liable to the **Beneficiary** for any breakdown or failure to provide the said assistance by virtue of any Act of God, strikes, mechanical or technological breakdown or any other matter outside its reasonable control.

Exclusions

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

EXCEPTIONS

The **Insurer** will not cover a **Beneficiary** in respect of:-

1. an **Insured Event**
 - (a) where the cause of action was complete or the alleged offence was committed prior to the inception of this certificate; or
 - (b) reported to **Us** more than six months after its **Occurrence**
2. (a) **Legal Expenses** incurred prior to **Our** written acceptance of the claim; or
 - (b) the expenses of an expert witness unless **Our** prior written approval has been received
 - (c) **Legal Expenses** incurred that exceed our normal **Standard Legal Expenses** where a **Beneficiary** appoints an **Appointed Representative** of their own choice.
3. the failure to give proper instructions in due time to the **Appointed Representative**
4. any delay by the **Beneficiary** which in **Our** reasonable opinion is prejudicial to the conduct of the claim
5. any dispute with the **Policyholder Insurer** and/or **Us**
6. any **Legal Expenses** incurred in the pursuit or defence of **Legal Proceedings** where the **Beneficiary** withdraws from a claim without **Our** prior consent
7. a dispute between any **Beneficiary's**
8. any dispute or claim or prosecution deliberately or intentionally solicited by the **Beneficiary**
9. **Legal Expenses** incurred as a result of delays by the **Beneficiary** which are in **Our** opinion prejudicial to the conduct of **Legal Proceedings**
10. **Legal Proceedings** in a constitutional international or supra national Court other than the European Court of Justice and the Commission and Court of Human Rights
11. any matter in respect of which the **Beneficiary** is otherwise insured, or but for the existence of this Insurance, would be otherwise insured, or where indemnity is provided by any other person or organisation
12. any **Legal Proceedings** relating to or arising from the course of police duty, other than proceedings under Section 1, 6, 7 and 8, Criminal Prosecution Defence, Data Protection, Motor Prosecution Defence and Discrimination where representation or indemnity is not provided under the rules of the Federation Fund or by the Chief Constable
13. a matrimonial or cohabitation dispute except in so far as any claim relates to a dispute with a **Beneficiary's** professional advisors or a criminal prosecution
14. libel, slander, defamation, verbal injury or malicious falsehood
15. (a) the ownership use or possession wholly or in part of any property or goods for the conduct of any profession, business or trade other than for normal full time employment
 - (b) a contract entered into in connection with the conduct of any profession, business or trade
16. securities, shares, interests or guarantees in any body corporate or otherwise
17. patents, copyrights, trade or service marks, registered designs
18. intellectual property agreements, including secrecy and confidentiality clauses or agreements
19. subsidence, mining, landslip or heave
20. (a) the compulsory purchase, confiscation, nationalisation, requisition or destruction of, or restrictions or controls placed on, or damage to any property; or
 - (b) the actual, planned or proposed construction, closing adaptation or repair of roads or bridges; or
 - (c) the actual, planned or proposed construction, demolition or adaptation of buildings, housing including the **Home** or other works by or under the order of any inter-governmental, governmenta¹, public or local authority other than accidental damage arising from such activities.
21. any work carried out in on or for the benefit of land or buildings other than the **Home**
22. any fines or penalties in any circumstances or damages or compensation awarded against the **Beneficiary**
23. the use of a **Vehicle** for racing, rallies or competition

24. **Legal Costs and Expenses** arising directly or indirectly from
- equipment failing correctly to recognise data representing year 2000 or any other date in such a way that it does not work properly or at all
 - computer viruses
- Equipment includes computers and anything else, which has a microchip in it.
Computers include hardware software data electronic data processing equipment and other computing and electronic equipment linked to a computer
Microchips include integrated circuits and microcontrollers
Computer viruses include any program or software which prevents any operating system computer program or software working properly or at all.
25. claims directly or indirectly caused by or contributed to or arising from
- ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
or
 - the radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof;
 - war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
26. The cover provided under sections 1, 6, 8, and 12 of this insurance will not indemnify a **Member** of ACPO or Superintending rank in respect of any claim arising from an on duty decision.

CONDITIONS

1. DUE OBSERVANCE

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

2. CANCELLATION

We hope the **Policyholder** is happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with the **Policyholders** requirements, they may return it to the Agent within 14 days of issue whereupon **We** will refund the premium.

The **Insurer** shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by sending 30 days notice to the **Policyholder** at their last known address. Provided the premium has been paid in full the **Policyholder** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the Insurance. A charge may be imposed based upon the usage of any helpline during this period.

3. ALTERATION OF RISK

The **Policyholder** must notify **Us** as soon as possible of any alteration in risk which materially affects this insurance.

4. DATA PROTECTION

The data supplied by the **Beneficiary** will only be used for the purposes of processing the policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which **we** have mentioned hereon.

It is important that the data the **Beneficiary** has supplied is kept up to date. The **Beneficiary** should therefore notify **Us** promptly of any changes.

The **Beneficiary** is entitled upon the payment of an administration fee to inspect the personal data, which **We** are holding about them. If the **Beneficiary** wishes to make such an inspection, they should contact Legal Insurance Management Ltd, 18 Hagley Road Stourbridge West Midlands DY8 1PS.

We may respond to enquiries by the Police concerning the policy in the normal course of their investigations. Where it is necessary to administer the policy effectively or to protect the **Beneficiary's** interests **We** may disclose data the **Policyholder**, the **Members or Beneficiary's** have supplied to other third parties such as solicitors, loss adjusters motor garages, engineers, repairers, replacement companies, other insurers etc.

5. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

6. LAW

This Certificate shall be governed by and construed in accordance with the Law of England and Wales unless the Certificate holder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situate in the Channel Islands the relevant law governing the Channel Islands shall apply.

7. COMPLAINTS PROCEDURE

In the event of a complaint arising under this Insurance, the **Policyholder** should write to: -

The Managing Director
Legal Insurance Management Ltd
18 Hagley Road
Stourbridge
West Midlands
DY8 1PS

Please ensure the policy number is quoted in all correspondence to assist a quick and efficient response.

In the event the **Policyholder** remains dissatisfied and wish to make a further complaint, the **Policyholder** can do so by contacting the following:

Head of Claims
UK Underwriting Ltd
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service. You may contact the Financial Ombudsman Service at: -

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0845 080 1800

This does not affect Your statutory rights.

8. Compensation Scheme

Fortis Insurance Ltd is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

CLAIMS SETTLEMENT CONDITIONS

1. CONSENT

Our consent to pay **Legal Expenses** must be obtained in writing. **Legal Expenses** incurred before such consent is given will not be covered. Consent will be given subject to the agreement of the **Policyholder** that we may indemnify the **Beneficiary** and if the **Beneficiary** can satisfy **Us** that;

- i) there are reasonable prospects of achieving the remedy or result sought by the **Beneficiary** and
- ii) it is reasonable in all the circumstances for **Legal Expenses** to be provided

The decision to grant consent will take into account the advice of the **Beneficiary's Appointed Representative** as well as that of **Our** own advisers. **We** may require at the **Beneficiary's** expense an opinion of Counsel on the merits of **Legal Proceedings**.

If at any time **We** or the **Appointed Representative** consider that the claim or **Legal Proceedings** do not have such prospects, **We** will advise the **Beneficiary** in writing and notify the **Beneficiary** that the **Insurer's** liability to pay any further **Legal Expenses** will cease 14 days after the **Beneficiary** received the notice.

No **Legal Expenses** may be incurred after the **Beneficiary** receives the notice unless **We** have given written consent. **We** will not unreasonably withhold their consent, where to do so is likely to prejudice the claim or **Legal Proceedings**.

If the **Beneficiary** decides to commence or continue **Legal Proceedings** for which **We** have denied consent on ground i) above and is successful the **Insurer** will pay **Legal Expenses** as if **We** had given **Our** consent in the first instance.

2. MINIMISING CLAIMS OR LEGAL PROCEEDINGS

The **Beneficiary** must take all reasonable measures to minimise the risk or likelihood of claims, and the cost of **Legal Proceedings**.

3. ARBITRATION

Any dispute between the **Policyholder** and the **Insurer** in respect of this policy shall, at the request of either party, 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 President of the Bar Council or appropriate professional body within the **Territorial Limits**.

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 **Policyholder's** costs shall not be recoverable under this Policy.

4. FRAUDULENT CLAIMS

If any **Beneficiary** makes any request for payment under this Policy knowing it to be fraudulent or false in any respect (or in circumstances where it ought reasonably to be known to be so) or where there is collusion between the parties to a dispute then entitlement to all benefits under this policy shall be lost.

5. NOTIFICATION OF CLAIMS

It is a condition precedent to the **Insurer's** liability that **We** must be notified in writing immediately the **Beneficiary** is aware of any actual or alleged act omission or dispute which has given or may give rise to any **Legal Proceedings** involving the **Beneficiary**. UK Underwriting Ltd are an insurers agent and in the matters of a claim act on behalf of the **Insurer**.

6. APPEAL PROCEDURE

If the **Beneficiary** wishes to appeal against the judgement of a **Court** reasons must be submitted to **Us** and **Our** consent obtained. This application must be sent by recorded delivery at least ten working days before the final date for lodging the appeal **We** will inform the **Beneficiary** of **Our** decision. If **We** so require the **Beneficiary** must co-operate in an appeal against the judgement of a **Court**.

7. CONDUCT OF LEGAL PROCEEDINGS

a) Nomination of the Appointed Representative

Having received notification from the **Beneficiary** of a claim, **We** may make an investigation into the dispute and attempt to achieve a fair settlement, using an external representative where **We** consider it necessary.

The **Beneficiary** has the right to nominate a solicitor or appropriately qualified person or firm to act as an **Appointed Representative** in any **Legal Proceedings**.

The solicitor, person or firm will be appointed by **Us** in the name of and on behalf of the **Beneficiary**. Where the **Beneficiary** decides to appoint an **Appointed Representative** of their own choice, **We** shall only be responsible for payment of **Standard Legal Expenses**. Any **Legal Expenses** in excess of those **Standard Legal Expenses** shall be the sole responsibility of the **Beneficiary**.

In nominating the solicitor, person or firm to act as an **Appointed Representative** the **Beneficiary** will be subject to the common law duty to mitigate the amount of **Legal Expenses**. Any dispute arising from the **Beneficiary's** choice of solicitor, or firm to act as an **Appointed Representative** may be referred to Arbitration in accordance with Claims Settlement Condition 3.

We will have control of the claim, in consultation with the **Appointed Representative** and the **Beneficiary** must follow the **Appointed Representative's** reasonable advice. The **Beneficiary** must not commence **Legal Proceedings** or take any steps to enter a defence to **Legal Proceedings** received without our written consent. **We** will not unreasonably withhold **Our** consent.

If at any time during the conduct of the claim **We** become aware of a potential conflict of interest, the **Beneficiary** will be informed in writing, and has the right to nominate a solicitor or other appropriately qualified person or firm to act as an **Appointed Representative** to take over the conduct of any claim.

- b) **All information to be given to the Appointed Representative**
 The **Beneficiary** will give proper assistance as soon as possible and co-operate fully with **Us**, the **Appointed Representative**, and any counsel which has been appointed by the **Appointed Representative**. This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the **Beneficiary's** possession. The **Beneficiary** must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested.
 The **Beneficiary** must keep **Us** or the **Appointed Representative** informed of all developments as soon as possible after these developments arise.
- c) **Access to the Appointed Representative**
We are entitled to obtain from the **Beneficiary's Appointed Representative** any information document or advice whether or not privileged relating to a claim under this insurance. On request the **Beneficiary** will give any instructions necessary to ensure such access.
- d) **Instruction of Counsel or Appointment of Expert Witnesses**
 If the **Appointed Representative** wishes to instruct Counsel or appoint expert witnesses **We** will not unreasonably withhold **Our** consent. The names of Counsel or the expert witnesses must be submitted to **Us** together with all explanation of the necessity for such action.
- e) **Option to Reimburse**
 Where in **Our** opinion, **We** or the **Beneficiary** would suffer no detriment, **We** may elect to pay the **Beneficiary** for the value of goods or services or the claim for damages.
- f) **Subrogation**
 Before or after the **Insurer** pays the **Beneficiary's** claim under the policy, the **Beneficiary** must, if **We** ask, take or allow **Us** to take, in the **Beneficiary's** name, all steps needed to enforce the **Beneficiary's** rights against any other person, including the defence or settlement of any claim or the pursuit of a claim in any person's name.
- g) **Offer of settlement**
 The **Beneficiary** must inform **Us** in writing as soon as an offer to settle **Legal Proceedings** is received or made including a payment into court. **The Beneficiary** must not make or authorise any offer to settle the claim which would result in the payment of **Legal Expenses** without **Our** consent. **We** will not unreasonably withhold **Our** consent.
 Any such agreement must take into account the **Insurer's** interest in the recovery of costs.
 If the **Beneficiary** unreasonably withholds agreement to a settlement **We** reserve the right to withdraw **Our** support.
 If any offer or payment into court is not accepted by the **Beneficiary** and the amount of this offer or payment is equal to or greater than the total damages which the **Beneficiary** is eventually awarded, the **Insurer** will have no liability in respect of **Legal Expenses** which were incurred after the date of such offer or payment into court, unless **We** agree to the continuation of the proceedings.
- h) **Payment of Legal Expenses**
 The **Beneficiary** must not without **Our** written consent enter into any agreement with the **Appointed Representative** as to the payment of **Legal Expenses**.
 All bills relating to any **Legal Proceedings** which the **Beneficiary** receives from the **Appointed Representative** should be forwarded to **Us** without delay.
 Bills must be certified by the **Beneficiary** to the effect that the charges have been properly incurred and that **We** are authorised to settle on the **Policyholder's** behalf. Gross sum bills must be accompanied by a breakdown setting out the work done and rates applied.
 If requested the **Beneficiary** must ask the **Appointed Representative** to submit the bill of costs for taxation or certification by the appropriate Law Society or court.
 The provision of indemnity for any **Legal Expenses** does not imply that all **Legal Expenses** will be paid. If the **Beneficiary** or **Policyholder** is in doubt **We** should be consulted.
- i) **Recovery of costs and expenses**
 The **Beneficiary** through the **Appointed Representative** shall be responsible for the repayment to the **Insurer** of any award of costs in favour of the **Beneficiary** or any costs agreed to be paid to the **Beneficiary** as part of any settlement.

8. CONDITIONS APPLICABLE TO SECTION 15 - ASSISTANCE

- a) The assistance will be provided via the telephone on request by the **Policyholder** or **Beneficiary**. **We** will confirm any legal advice in writing where necessary if requested by the **Beneficiary**.
- b) The assistance will be available to the **Beneficiary** 24 hours per day, 365 days per year.
- c) The assistance will be provided to the **Beneficiary** in confidence and **We** will not, other than by order of **Court**, divulge to the **Policyholder** or any third party any confidential or personal information which may in any way tend to identify any **Beneficiary** or lead to disclosure of such **Beneficiary's** personal affairs.
- d) All consultants providing the assistance shall (where relevant to the nature of the service) observe the practice rules and professional standards required by the Law Society of England and Wales, of solicitors in private practice, for the time being in force, as the case may be.
- e) Nothing contained in the policy shall preclude the **Policyholder** or any **Beneficiary** from seeking legal advice from any other source.
- f) Following termination of this insurance, **We** shall be under no obligation to provide the assistance to any former **Beneficiary**.
- g) **We** shall not be obliged to correspond negotiate or otherwise deal on the **Beneficiary's** behalf with any third party.
- h) Any delay or failure by either party to enforce any right or obligation under this agreement shall not operate as a waiver of such right.
- i) **We** shall not be liable to the **Policyholder** or **Beneficiary** for any breakdown or failure of the service by virtue or force majeure, Act of God, strikes, mechanical or technological breakdown or any other matter outside its reasonable control.
- j) Any dispute between the parties relating to the interpretation or effect of this section shall be referred to arbitration in accordance with Claims Settlement Condition 3.
- k) Any notice to be served hereunder shall be given by letter or facsimile transmission addressed to the other party at its last known address and any such notice shall be deemed to have been given at the time at which such letter or facsimile transmission would be delivered in the ordinary course of post or transmission as the case may be.

SCHEDULE

Policy Type : Legal Fees Scheme

Policy Number : LES/256/0618

Agent : Philip Williams & Co

Address : 35 Walton Road, Stockton Heath, Warrington, WA4 6NW

Policyholder : The elected Trustees of the Strathclyde Police Federation Insurance Scheme as particularised in the current Deed of Trust.

Address : 151 Merrylee Road, Glasgow, G44 3DL

Member : Serving or retired Police Officers and Civilian Support Staff of Strathclyde Police and any other individuals who are members of Strathclyde Police Federation Insurance Scheme at the time at which the Insured Event occurs and have paid the relevant subscription.

Period of Insurance : From 01.01.2010
: To 31.12.2010

Limit of Indemnity : Any one Insured Incident £75,000
: Any one Period of Insurance £75,000

IMPORTANT

All potential claims must initially be reported to the Claims Helpline Service – 0141 332 4000 - for advice and guidance.

Signed on behalf of Legal Insurance Management Ltd and UK Underwriting Ltd on behalf of Fortis Insurance Ltd.



Barry C Smith FCII
Managing Director