



NCOA Legal Assistance Terms and Conditions

All Members are advised to read the following terms and conditions with care. They represent the terms and conditions on which the National Crime Officers Association provides legal assistance to its Members.

1. Meaning of Words

The words or expressions detailed below have the following meaning wherever they appear in this policy or the schedule.

One Claim	All Legal Proceedings consequent upon the same original cause, event or circumstance shall be regarded as One Claim.
Appointed Representative	A solicitor, counsel, accountant, or appropriately qualified person approved by us and appointed to act in a professional capacity for the Member in accordance with the terms of this policy.
Business	Any employment, trade, profession or occupation.
Claim Limit(s)	The total sum we will pay in respect of One Claim after totalling all Professional Fees of the Member including opponents' Costs shall be £100,000.
Class Action	A Supported Event that happens in respect of more than two Members arising out of the same or similar facts and giving rise to the same or similar cause(s) of action.
Costs	Standard Costs of any civil proceedings incurred by the third party for which the Member 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 Section of this policy and made in connection with any Legal Proceedings.
Court	A court, tribunal or other competent authority.
Employer	An employer who is formally recognised by Us and who We have agreed will be covered by the Member's membership.
Indirect Losses	Losses or damage which is not directly associated with the incident that caused you to claim, unless expressly stated in these terms and conditions.
Legal Proceedings	Any appropriate step taken subsequently to the issue or receipt of legal process in any criminal court or employment tribunal with a view to resolving a Supported Event occurring and issued within the jurisdiction of England and Wales, Scotland and Northern Ireland.
Member	All eligible individuals who are Members of the National Crime Officers Association at the time at which the Supported Event occurs and who have paid the relevant subscription or are in their agreed free period of cover.
Period of Cover	From the date the Member joins the National Crime Officers Association up to the point the Member stops being a member of the National Crime Officers Association and subject to all relevant subscriptions being fully paid.

Professional Fees	<ol style="list-style-type: none"> 1. Any fees and disbursements 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. 2. Any fees and disbursements properly incurred by the Appointed Representative in appealing or resisting an appeal against the judgement of a Court in connection with any Legal Proceedings.
Prospects of Success	At least a 60% chance or more of the Member achieving a favourable outcome as assessed by the legal representative instructed by Us
Proportionality	The likely compensation the Member will recover is more than the likely legal costs to conclusion.
Standard Professional Fees	The level of fees that would normally be incurred by us in using a nominated authorised representative of our choice.
Supported Event	Shall mean the happening of the events described in each section of cover that occur during the Period of Cover.
Time of Occurrence	<p>All Civil Cases – the date upon which the Supported Event first occurred.</p> <p>Criminal Cases – the time at which the Member is arrested or charged with the criminal offence in question.</p> <p>Employment Cases – the date upon at which the Member is first aware of the Supported Event.</p>
We/Us/Our	National Crime Officers Association

2. Cover

- 2.1. We will provide the cover detailed below, subject to the terms, conditions and limitations set out in this document or amended in writing by Us from time to time.
- 2.2. We may make reasonable changes to these terms and conditions from time to time. We shall notify Members of any changes to these terms and conditions one month before the change is due to take effect.
- 2.3. Cover for Professional Fees is entirely at Our discretion and any decisions made by Us are final.
- 2.4. If anything happens which could lead to a Supported Event, the Member must let Us know as soon as possible by submitting a claim form and providing Us with all the information We may need. Until the Member has let Us know about the Supported Event and We have provided acceptance in writing, We will not be responsible for any future Costs, nor will We cover any Costs that were incurred before We accepted the claim.
- 2.5. The decision to accept the Member's claim will take into account the advice of the Appointed Representative. We may require, at the Member's expense, an opinion of an expert or counsel on the merits of the Member's claim. If the claim is subsequently admitted the Member's Costs in obtaining such an opinion and providing such advice may be reimbursed at Our discretion.
- 2.6. The Member's claim will be accepted if all of the following apply:
 - i. The position has not been prejudiced.
 - ii. We have assessed the Member's claim and deem it to have Prospects of Success.
 - iii. There is Proportionality.

- iv. The event and action required are within the Period of Cover. The event must have happened during the Period of Cover.
 - v. The Member has kept to the terms and conditions of this document and none of the exclusions listed under the General Exclusions section apply.
- 2.7. If We deem that the Member's claim is part of a Class Action, the Member must agree to pursuing the matter as part of that Class Action in order for funding of Professional Fees to be provided by Us.
- 2.8. Once the claim is accepted We will appoint the Appointed Representative to undertake conduct of the claim. We will not pay for any Professional Fees to pursue a claim other than those of an Appointed Representative.
- 2.9. Once the claim is accepted, the Member must remain a fully paid up member of the National Crime Officers Association until the conclusion of the claim.
- 2.10. If the Member has resigned or retired from the Employer and if the Member notifies Us of a Supported Event within 6 months of them ceasing to be a member of the National Crime Officers Association, we **may** consider funding for the claim, subject to the Member having been a fully paid member of the National Crime Officers Association for at least two years before terminating their membership **and** the Member reinstating their membership until the conclusion of the claim. **(NB See 2.3)** Any Supported Event notified to us after this two year period will not be covered.
- 2.11. After receiving the Member's claim or during the course of it, We may find:
- i. The Member's prospects of success are insufficient.
 - ii. There is a more suitable course of action.
 - iii. We cannot agree to the claim.
 - iv. There is no longer Proportionality.
- In these circumstances, We may not continue to support the Member's claim and will tell the Member why in writing.
- 2.12. If the Member makes a claim under this agreement which the Member subsequently discontinues due to their own disinclination to proceed, any Costs incurred to date will become the Member's own responsibility and will need to be repaid to us.
- 2.13. We may also limit the Costs that we pay under the agreement for the Member's claim in the following circumstances:
- i. We consider it is unlikely a favourable outcome will be obtained.
 - ii. The claim is not Proportionate;
 - iii. There are insufficient prospects of obtaining recovery of any sums claimed.
- 2.14. Alternatively, where it may cost us more to handle a claim than the amount in dispute we may, at our discretion, pay to the member the amount in dispute which will represent full and final settlement under this agreement providing the member has complied with all terms and conditions.
- 2.15. We will not cover appeals against Employment Appeal Tribunal, Court decisions or claims in the High Court, unless there are exceptional circumstances, for example the decision will benefit other Members.
- 2.16. If We so require, the Member must co-operate in an appeal against the judgement of a Court.
- 2.17. The total amount We will pay for One Claim is the Claim Limit. If there are Costs or Professional Fees above the Claim Limit, these will be the responsibility of the Member. We will ensure the Appointed Representative provides details of Professional Fees early on and where the Claim Limit is likely to be exceed give the Member notice to make informed decisions about the progress of their claim.

- 2.18. The Member should take all steps to recover costs, charges, fees or expenses. If another person is ordered, or agrees, to pay the Member all or any costs charges, fees, expenses or compensation the Member will do everything possible (subject to Our directions) to recover the money and hold it on Our behalf. If payment is made by instalments these will be paid to Us until We have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.
- 2.19. We may take proceedings at Our own expense in your name to recover any sums paid under this agreement.

3. Employment Claims

<i>What is covered</i>	<i>What is not covered</i>
1. Professional fees incurred in the pursuit of Legal Proceedings between the Member and the Employer in respect of an employment dispute.	Claims in respect of any role or employment outside the Employer.
2. Class Action subject to clause 3.2 below.	

- 3.1. If an Appointed Representative advises that an offer made by the Employer is reasonable, and the Member does not wish to accept that offer, further funding may be withdrawn by Us.
- 3.2. We will cover Class Actions subject to the following conditions:
- 3.2.1. The Claim Limit for a Class Action will be £150,000. This is the total limit for all claims in the Class Action, not per claim;
 - 3.2.2. The requirements in relation to Prospects of Success and Proportionality will need to be met;
 - 3.2.3. Clause 3.1 will apply; and
 - 3.2.4. We consider it beneficial to Our Members to pursue the Class Action.
- 3.3. The Member will also have access to a one hour meeting with an Appointed Representative to discuss the follow internal matters:
- Workplace grievances
 - Employee status
 - Discrimination
 - Disciplinary hearings
 - Appeals against disciplinary outcomes
 - Settlement and ACAS procedures

4. Independent Office for Police Conduct (Including PONI/PIRC)

<i>What is covered</i>	<i>What is not covered</i>
Professional Fees incurred by the Member For representation by an Appointed Representative at an investigation by the	Any investigation in respect of actions that occurred whilst the Member was off duty.

Independent Office for Police Conduct in respect of actions that occurred whilst the Member was acting in the course of their duties.	
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5. Criminal Prosecution Defence

<i>What is covered</i>	<i>What is not covered</i>
<p>A. Professional Fees incurred in the defence of criminal Legal Proceedings brought against the Member in respect of actions that occurred whilst the Member was acting in the course of their duties.</p> <p>B. Where a legal aid (or equivalent) scheme is available to the Member it must be utilised. Where such assistance is granted, Professional Fees will be limited to a sum equal to any pre-verdict contribution payable by the Member.</p>	<p>A. Any investigation in respect of actions that occurred whilst the Member was off duty.</p> <p>B. Professional Fees required to be paid by the Member in excess of any assessed contribution.</p> <ol style="list-style-type: none"> Any legal aid (or equivalent) contribution or Professional Fees payable post-verdict. Any Professional Fees where the Member fails to cooperate with the appropriate legal aid (or equivalent) scheme, including using a representative that cannot act under any such scheme. Professional fees to defend any action, enforcement or recovery of sums payable against the Member under the rules of any legal aid (or equivalent) scheme.

6. General Exclusions

- 6.1 We will not cover the Member in respect of any of the below.
- 6.1.1. A Supported Event:
- Where the cause of action was completed or the alleged offence was committed prior to the Period of Cover.
 - Where the time of occurrence commenced prior to the Period of Cover.
 - Where the Member has knowledge of the Supported Event prior to joining the National Crime Officers Association.
- 6.2. Where the time of occurrence commenced prior to you being a Member. Professional fees incurred prior to our written acceptance of the claim.
- 6.3. The expenses of an expert witness unless our prior written approval has been received.
- 6.4. We will not pay the Professional Fees of a solicitor, counsel, accountant, claims handler or appropriately qualified person, unless that person is an Appointed Representative and where we have approved the Professional Fees.
- 6.5. The failure to give proper instructions in due time to the Appointed Representative.
- 6.6. Any delay by the Member which in Our opinion is prejudicial to the conduct of the claim.
- 6.7. Any dispute with Us as to these terms.

- 6.8. Any Professional Fees incurred in the pursuit or defence of legal proceedings where the Member withdraws from a claim without Our prior consent.
- 6.9. The pursuit continued pursuit or defence of any claim if We consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
- 6.10. A dispute between any Members.
- 6.11. Any dispute or claim or prosecution deliberately or intentionally solicited by the Member.
- 6.12. Professional Fees incurred as a result of delays by the Member which are in Our opinion prejudicial to the conduct of Legal Proceedings.
- 6.13. Legal proceedings in a constitutional, international or supra national court other than a European court of Justice and the Commission and court of Human Rights.
- 6.14. Any matter in respect of which the Member is otherwise insured, or where payment of professional fees is provided by another third party.
- 6.15. Libel, slander, defamation, verbal injury or malicious falsehood.
- 6.16. A contract entered into in connection with the conduct of any profession, business or trade.
- 6.17. Securities, shares, interests or guarantees in any body corporate or otherwise.
- 6.18. Patents, copyrights, trade or service marks or registered designs.
- 6.19. Intellectual property agreement, including secrecy and confidentiality clauses or agreements.
- 6.20. The actual, planned or proposed construction, closing, adaptation or repair of roads or bridges.
- 6.21. Any fines or penalties in any circumstances or damages or compensation awarded against the Member.
- 6.22. Any claim where the Member is entitled to Legal Aid where Our liability shall be limited to the sum equal to any assessed income-based contribution payable by the Member towards Professional Fees incurred under the Crown Court Means Testing scheme.
- 6.23. Any criminal allegation or investigation against the Member that is:
 - 6.23.1. Occurs outside of working hours
 - 6.23.2. That arises out of any conduct not relating to the Member's professional duties whilst employed by the Employer.

7. Conduct of Claim

- 7.1. It's important to co-operate with Us at all times. The Member must give Us and the Appointed Representative all the information and help required. This will include a truthful account of the Member's case, any paperwork requested and information on all material developments.
- 7.2. We will have direct access to the Appointed Representative at all times. We shall also be entitled to (at no cost to Us) obtain any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and the Member shall give any instructions to the Appointed Representative which may be required for this purpose.
- 7.3. Before or after We pay the Member's claim under the agreement, the Member must, if We ask, take or allow Us to take, in the Member's name, all steps needed to enforce the Member'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.

- 7.4. The Member or the Appointed Representative must notify Us immediately in writing of any offer or payment into Court, made with a view to settlement, and the Member must await Our written agreement before accepting or declining any such offer.
- 7.5. We will not be bound by any promise or undertaking given by the Member to the Appointed Representative or by either of you to a Court, witness, expert, agent or any other person without Our agreement.
- 7.6. The Member must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by Us.

8. Fraud

- 8.1. If any Member makes any request for payment under this agreement knowing it to be fraudulent or false in any respect (or in circumstances where it ought to be known to be so) or where there is collusion between the parties to a dispute, then entitlement to all benefits under this agreement shall be lost. We may also take legal action against the Member and inform the appropriate authorities.

9. Data Protection

- 9.1. Your privacy is important to Us and We are committed to keeping it protected. We have created this Privacy Notice which will explain how We use the information We collect about you and how you can exercise your data protection rights. You can view Our full privacy notice by visiting this [link](#).
- 9.2. If you're unable to access the link or have any questions or comments about Our privacy notice, please write to: NCOA Data Controller, 1 Dundonald Avenue, Stockton Heath, Warrington, Cheshire. WA4 6JT

10. Contracts (Rights of Third Parties) Act 1999

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

11. Arbitration

- 11.1. Any dispute between the Member and Us, which is not solved by either party, will be referred to a single arbitrator. The arbitrator shall be a solicitor or a barrister on whom We both agree. If We are unable to agree, one will be nominated by the Law Society. Where appropriate, the dispute will be resolved on the basis of written submissions, and the cost of resolving the dispute will be met in full by the party against whom the decision is made. The arbitrator shall have the power to apportion Costs in the case that a decision is not clearly made against either party.

12. Jurisdiction

- 12.1. This agreement is governed by the law of England and Wales and the English and Welsh courts will have exclusive jurisdiction to hear any dispute or claim arising out of the terms of this agreement.