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OFFICIAL

1. PURPOSE

- 1.1 The provision of legal assistance for Special Constables, which covers them for personal injury claims, criminal proceedings and disciplinary matters such as gross misconduct.

1.2 BACKGROUND TO THE CONTRACTING AUTHORITY

- 1.3 The Home Office leads on immigration and passports, drugs policy, crime policy and counter-terrorism and works to ensure visible, responsive and accountable policing in the UK. The Home Office has maintained responsibility for some of the tasks that the (now-disbanded) National Policing Improvement Agency (NPIA) used to undertake on its behalf including provision of the legal assistance cover for Special Constables.
- 1.4 The Home Office may be referred to as the Authority / Contracting Authority for the remainder of this document.

2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 2.1 The Special Constables Legal Expenses Insurance Scheme provides Special Constables (SCs) with personal legal protection and guidance for incidents arising while on duty, where subsequent legal representation may be required.
- 2.2 This scheme used to be tendered for and managed through the National Policing Improvement Agency (NPIA), but since the closedown of the Agency, responsibility for National Special Constabulary Policy, including funding and managing the insurance scheme, has now transferred to the Home Office.
- 2.3 This cover is necessary to ensure that SCs are not unfairly disadvantaged compared to their employed colleagues regarding access to legal advice. SCs give up their time to local police forces for free to help protect their communities.
- 2.4 The current contract ends on 31st March 2019.

3. DEFINITIONS

Expression or Acronym	Definition
SC	means Special Constable – a fully warranted volunteer police officer.
NPIA	means National Policing Improvement Agency.
IOPC	means Independent Office for Police Conduct.

4. SCOPE OF REQUIREMENT

- 4.1 The following are in scope of this requirement:

OFFICIAL

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- 4.1.1 Provision of Legal Expenses Advice and Insurance for every Special Constable operating within England and Wales, with the exception of those engaged by British Transport Police.
 - 4.1.2 Legal Expenses Insurance, which must include all items listed at 5.7 below.
 - 4.1.3 Cover must be up to a maximum of £100,000.00 for each insured incident. There is no limit on the number of insured incidents individual Special Constables may need Legal Expenses cover and advice for.

5. THE REQUIREMENT

- 5.1 The current contractual requirement expires on Sunday 31st March 2019. The Home Office needs to re tender for the scheme for an initial twelve (12) months to Tuesday 31st March 2020 through an open and fair competition.
- 5.2 There will also be the potential for an extension for up to one further year until Wednesday 31st March 2021. The scheme must continue without any gap in insurance provision for Special Constables.
- 5.3 All Special Constables in Home Office forces in England and Wales must be insured so that they are able to practice legally within England and Wales. There were 11,029 Special Constables in England and Wales as of 30th March 2018 (excluding British Transport Police Special Constables). This number has reduced every year since 2012. However, the Home Office requires a commitment that the new insurance cover and price will remain the same should the number of Special Constables increase during the duration of the policy.
- 5.4 Insurance should cover legal costs of pursuing a personal injury claim:
- 5.5 Claims covered should include injuries sustained to Special Constables in the course of active duty (including to and from duty), any off duty incidents, road traffic accidents, safety training injuries, accidents occurring in police stations, clinical negligence and serious and fatal injuries.
- 5.6 If a Special Constable is injured / killed in an accident either on or off duty (including to and from duty) their family should be able to claim.
- 5.7 In terms of 'off duty' incidents, this is defined as any incidents that occur in addition to any injuries occurring whilst on duty. Special Constables should be able to claim for injuries that are sustained as a result of those moments when Special Constables are required to intervene in an incident that occurs whilst

off duty (unless the policy includes coverage for ALL injuries, including those unrelated to the Special Constable role, at no extra cost to the Home Office).

- 5.8 Legal Expenses Insurance should also cover the following (in relation to special constables who are on duty and acting in his/ her capacity as a special constable:
- Police station advice
 - Advice in IOPC investigations
 - Representation in Magistrates Court and Crown Court proceedings
 - Representation at an inquest
 - Misconduct proceedings
 - Civil proceedings, including allegations of assault, wrongful arrest, false imprisonment, malicious prosecution, misfeasance and trespass should also be covered.
- 5.9 The policy must cover the representation of Special Constables on an individual basis for civil matters, not just when they are subject to allegations under the Chief Constable's vicarious liability.
- 5.10 Special Constables also should be covered for the cost of advice in the event of discrimination allegations, breach of road traffic regulations or any other general legal matter.
- 5.11 The Indemnity Limit should be for £100,000 for each insured incident. The Home Office does not accept any liability beyond that covered by the insurance policy.
- 5.12 There will of course be a number of cases that will be ongoing during the transition stage in changing from one insurer to the next. However, the present insurers will honour any outstanding commitments up to and including the expiry date of the existing contract, although new cases relating to incidents taking place during or before the period of the new contract should be taken on by the new insurer, where there are not already arrangements in place with previous insurers.
- 5.13 A policy wording document will be required along with a summary of cover (copies of the documents for the current insurer can be provided on request), and wallet cards need to be produced for each Special Constable, detailing the contact details of the insurer.

6. KEY MILESTONES AND DELIVERABLES

6.1 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Current insurance scheme runs to Sunday 31 st March 2019. The new contract needs to start without any interruption to cover.	New cover to go live 00:00 hours on Monday 1 st April 2019
2	Ability to add a contract extension of one year to 31 st March 2021.	Extension to commence at 00:00 hours on 1 st April 2020.
3	The Supplier will be expected to maintain contact routes for Special Constables for advice and to make a claim including a telephone line.	Commencing on 1 st April 2019.

7. MANAGEMENT INFORMATION/REPORTING

7.1 The Supplier will be required to provide management information on a quarterly basis detailing the volume of cases during the preceding quarter, and the spend against each case. The management information could explain the type of case, and the progress that has been made against each case.

8. VOLUMES

8.1 Under the current contract the following number of claims have been dealt with:

2015 – 65 claims
2016 – 55 claims
2017 – 40 claims
2018 – Figures not yet available.

8.2 These figures are for information only and the actual number of claims that may be made during the contract period cannot be predicted.

9. CONTINUOUS IMPROVEMENT

9.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

9.2 The Supplier should present new ways of working to the Authority during quarterly Contract review meetings.

9.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

10. SUSTAINABILITY

10.1 N/A.

11. QUALITY

11.1 The Supplier should be authorised and regulated by the Financial Conduct Authority and be suitably qualified and authorised to provide the required Legal Expenses Insurance Cover.

12. PRICE

12.1 Please provide the cost per Special Constable (11,029), and confirm the total for 2019/20 including and excluding Insurance Premium Tax, if applicable.

12.2 Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

13. STAFF AND CUSTOMER SERVICE

13.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

13.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

13.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority and Special Constables throughout the duration of the Contract.

14. SERVICE LEVELS AND PERFORMANCE

14.1 The Authority will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Upheld complaints against the Supplier	Percentage of claims resulting in upheld complaints against the Supplier.	Fewer than 5%

2	Speed of initial response to claimant.	The percentage of queries from users that are responded to within 48 hours.	More than 90%
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- 14.2 If the Supplier performs poorly against these targets, the Authority reserves the right to terminate the contract early and to seek alternative supply from another provider.

15. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 15.1 No specific requirements beyond usual duty of confidentiality for legal practitioners.
- 15.2 Management Information should be shared with the Authority only.

16. PAYMENT AND INVOICING

- 16.1 The insurance will be paid biannually on receipt of agreed management information confirming acceptable performance of the contract, where applicable.
- 16.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 16.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of services provided and the associated costs.
- 16.4 Invoices should be submitted to: Special Constables Policy, Police Workforce and Professionalism Unit, 6th Floor Fry Building, Home Office, 2 Marsham Street, London SW1P 4DF.

17. CONTRACT MANAGEMENT

- 17.1 Attendance at quarterly Contract Review meetings shall be at the Supplier's own expense.

18. LOCATION

- 18.1 The Services will be carried out at the Supplier's premises.

