Insurance Policy (Surrey and Sussex) (1224/2026)

Abstract

This policy and subsequent procedures provide details of the Forces Insurance programmes, their insurance providers along with details on how to make a claim.

Policy

1. Introduction

1.1 The policy and subsequent procedures detail Surrey Police and Sussex Police (hereafter referred to as the Forces) insurance processes and policies.

2. Scope

2.1 The procedures detail the cover available, the obligations of the Forces as insureds, policy exclusions and details on how to make a claim.

3. Policy Statement

3.1 The Forces require insurance cover in order to manage financial exposure and to assist with effective risk management. In addition, some insurance policies are a legal requirement.

Procedure

1. Engineering Inspection Services and Insurance

1.1 Engineering inspection services are purchased by the Forces to ensure that the Forces are compliant with Health & Safety legislation covering the inspection of certain types of plant and lifting equipment. Insurance cover is additionally purchased where steam pressure vessels are installed to cover the resulting damage caused by explosion.

1.2 **Inspection Service**

Any new items of plant or lifting equipment purchased during the year must be declared to the Joint Insurance team and Estates to ensure that they are included in the next inspection. The service provider is (redacted text). The contract is annually renewable. For all queries on policy coverage or claims contact the Joint Insurance Service team via this link Surrey and Sussex Joint Insurance Service further information can be found on the Finance page.

2. Combined Liability

2.1 Combined Liability insurance is purchased to cover:

Employers Liability

The legal liability of the Chief Constables and the Forces' Police and Crime Commissioners (PCCs) to compensate employees for death or bodily injury arising out of and in the course of employment and caused by the negligence of the Forces. Employees refer to police officers, members of staff, agency staff, volunteers, students on work experience and police and crime commission members. As public bodies, the Forces are exempt from the statutory requirement to display the Certificate of Employers Liability Insurance in the workplace.

Public Liability

The legal liability of the Chief Constables and the Forces' PCCs to compensate any person, other than an employee acting in the course of their duties, for death or bodily injury or damage to property arising out of the negligence of the Forces. Damage to employees' personal belongings as a result of the negligence of the Forces are handled under this coverage.

Officials Indemnity

The legal liability of the Chief Constables and the Forces' PCCs to compensate any person for pure financial loss arising out of the negligence of the Forces.

Libel and Slander

The legal liability of the Chief Constables and the Forces' PCCs to compensate any person for injury caused by any libels or slanders (written or spoken defamation) arising out of and in the course of their official duties.

Aviation Liability

The legal liability of the Authority to compensate any person for death or bodily injury or damage to property arising out of the negligence of the Forces whilst engaged in airside operations.

Professional Indemnity

The legal liability of the Forces to compensate any person for pure financial loss arising out of the negligence of the Forces where the activity being carried out is not a statutory duty and/or the service is provided for a fee.

Note: For contractual requirements (e.g., hire of premises, work experience placements) evidence of the force's liability insurance may be requested. The Joint Insurance Service team will provide a letter confirming cover and the insurance policy details on request.

2.2 **Claims Procedure**

There is no claim form for liability claims. They can initially be submitted in any written format within the relevant statutory period. However, for civil law protocols and time frames to run, they must follow a standard format.

• All civil claims, up to £175k are handled in-house by both Forces. Sussex claims are handled by the Sussex Police Civil Claims team. Surrey claims are handled via the Joint Insurance Service team.

Claims for employment disputes (contractual or breaches of employment practice statute – e.g., wrongful dismissal) are not covered by the Force insurance policies and are handled by People Services and the Force solicitors.

2.3 **Notification**

There are statutory requirements and insurance policy conditions governing the notification and acknowledgement of liability claims.

Any incident which could give rise to a claim, or any verbal or written notice of a claim must be notified to the Joint Insurance Service team (Surrey claims) and the Sussex Police Civil Claims team (Sussex claims) as soon as possible.

2.4 **Investigation**

Depending on the nature of the claim, investigation and gathering of documentary evidence will be carried out to help determine liability. For Surrey claims, the Joint Insurance team may appoint investigating officers or external solicitors to carry out interviews and take statements from any personnel or party relevant to the claim. Investigations relating to Sussex claims will be carried out by the Civil Claims team.

2.5 **Settlement**

Settlement or repudiation is made on a legal liability basis using current civil case law.

Note: whilst criminal prosecutions or internal investigations / discipline measures related to an incident may have a bearing on civil cases they do not determine liability.

Ex-gratia payments (i.e., payments where there is no legal liability to pay compensation) for damage only may be made from local budgets in accordance with Financial Regulations.

2.6 **Recovery of Costs**

Where a third-party is responsible for damage or loss to Forces' property, a vehicle, or cause injury, which the Forces are obliged to pay for, recovery rights (subrogation) can be exercised against the negligent party to recoup the outlay.

It is a condition of the policy that all assistance is given to the Civil Claims / Joint Insurance Services teams and the Insurers to enable the investigation, settlement and recovery of any claims. Offers of payment or admissions of liability must not be made unless authorised to do so.

2.7 **Material Facts**

A material fact is one that might influence an insurer in deciding whether to provide insurance and if so, what price and terms to apply to the policy. Material facts can apply to changes in business activities, major acquisitions of goods or assets or to liabilities assumed in contracts or partnerships. The Forces are contractually obliged to notify the insurers of any material changes at renewal and during the policy year.

The Joint Insurance Service team maintain a record of relevant risk information which is declared to insurers each year. In addition, any known activities significant alterations or additions to the risk profile are notified to the insurers as and when they arise.

Examples of activities which may be material to liability insurance include but are not limited to:

• Contracts for services (outsourcing / insourcing of personnel or activities)

• Partnerships or collaborative exercises using joint facilities, personnel or assets

• income generating activities unrelated to core policing activity

• Leases / Licences / Hire Agreements

• The in-sourcing of functions that have not historically been a responsibility of the Forces.

• Permanent collaborative working arrangements with other police forces or external agencies.

Any activity or contract outside of normal police activity must be notified to the Surrey and Sussex Joint Insurance Service. All Surrey Police claims must be notified to the Surrey and Sussex Joint Insurance Service. All Sussex Police claims must be notified to (redacted text)

2.8 **Damage to or Loss of Personal Belongings**

Compensation may be sought from the Forces by officers, staff and visitors for loss of or damage to their personal belongings whilst on police premises or whilst acting in the course of Surrey Police or Sussex Police business under the following circumstances:

Where the loss or damage is caused by the negligence of the Forces, the Forces may be legally liable to provide compensation to the affected party. Legal liability is determined in the first instance by the Joint Insurance Service for Surrey Police and the Civil Claims team for Sussex Police and/ based on current case law and the particular circumstances of the incident. All such losses are treated as claims under the force's public liability insurance policy.

The Forces property insurance provides limited cover for personal belongings damaged or lost as a result of a specified insured peril (cause) occurring. All such losses are treated as claims under the Force's Property Insurance Policy detailed at section 4.

Where the above insurance policies do not apply, officers or staff may be able to gain compensation from their own Command or Department on ex-gratia basis.

Claims by officers, police staff and visitors must be submitted, together with any supporting reports or documentation in writing / email to the Joint Insurance Services team.

Payments will only be made where there is no other insurance in place that covers the loss.

Compensation is payable on an indemnity basis - i.e., wear and tear and average life expectancy will be taken into consideration when calculating the settlement value.

For all queries on policy coverage or claims contact the Joint Insurance Service team via this link Surrey and Sussex Joint Insurance Service.

3. Motor Vehicle Insurance

3.1 Third-Party Motor Insurance is purchased for vehicles used by the Forces. The policy and claims are administered by the Joint Insurance Service team. An insured vehicle is a vehicle owned, leased, hired, sponsored or loaned to the Forces which has been declared for insurance purposes.

Vehicles belonging to officers, members of staff or visitors, whether used on police business or not, are not insured vehicles. The Forces accept no responsibility for damage to or loss of private vehicles unless such loss or damage is caused by the negligence of the Forces.

3.2 **Main Features of the Motor Insurance Policy**

Third-Party Liability

The cost of compensation which the Forces are legally liable to pay for death or bodily injury to persons, or damage to vehicles or property arising out of the use of an insured vehicle by an authorised user and/or the passenger of the insured vehicle. Third parties can be anyone other than the user of the insured vehicle.

3.3 **Movement of Third-Party Vehicles**

Third-Party Liability arising from the operational movement of vehicles which:

• are preventing an insured vehicle from passing; or

• are the property of visitors on police premises; or

• can lawfully be removed using powers conferred by statute

This cover is not intended for the movement of private vehicles on police premises where vehicles are double parked for convenience. Damage or loss to any vehicle which is left unlocked, unattended and with keys in is left entirely at the owner's risk and may invalidate their own motor insurance policy.

3.4 **Authorised Users**

An authorised user is:

• any officer, member of staff or any other person authorised by Driving School to use an insured vehicle. This includes employees from other police forces.

• the spouse / partner or named driver of any officer or member of staff as permitted under any employee benefit scheme or allocated vehicle scheme.

who use the insured vehicle as permitted below.

3.5 **Permitted Use**

Police Business - Driving in connection with the business of the Forces by an authorised user. This means operational driving, driver training, and general business including travel to meetings, conferences, and training courses. Travel from a home address to the normal place of work (commuting) is not regarded as business use. Use on any business (whether as a private individual or for another organisation) other than that of the Forces is not permitted and is uninsured.

3.6 **Social and Domestic**

The private use of an insured vehicle, including commuting, by an authorised user as permitted under an employee benefit scheme.

NB: vehicles may not be taken home or delivered to a home address for use, unless such use is permitted under an employee benefit scheme or specifically authorised by a line manager and the Head of Insurance Services.

3.7 **Geographic Restrictions**

Cover automatically applies to use of an insured vehicle in the United Kingdom (UK) and in any European Union member state (subject to permission from the owner of the vehicle and full breakdown cover being effected).

A certificate of motor insurance must be carried as evidence of insurance. Cover for use in other countries can be arranged by the Insurance team on enquiry.

3.8 **Documentation**

At the beginning of the policy year motor insurance certificates are distributed by the Joint Transport team. Certificates can also be provided on request by the Joint Insurance Service Insurance team.

3.9 **Claims Procedure**

All motor claims are handled by the Joint Insurance Service team on behalf of the Force using the following procedures.

3.10 **Third-Party Claims**

Refer all third parties / third-party correspondence in the first instance to the Insurance team as soon as possible. The Insurance Claims Officers will handle all motor claims and will make early contact with the third-party accordingly. It is a policy requirement that no admission of liability or promise to settle a claim is made to a claimant regardless of personal opinion of fault. Settlement is made on a legal liability basis using current case law.

3.11 **Recovery of Police Vehicle Incident Costs**

Where a third-party is responsible for damage or loss to an insured vehicle, the Insurance-Claims Officers will pursue a recovery for insured losses incurred by the Forces and any associated uninsured losses (e.g., hire vehicle costs) on behalf of the Forces.

The cost of pursuing a claim for injury or personal loss suffered by an authorised user or a passenger in an insured vehicle is not covered.

Note: whilst criminal prosecutions or internal investigations / discipline measures may have a bearing on civil cases they do not determine liability. Further information, statements and court attendance may be required to assist in the investigation and settlement of claims.

3.12 **Material Facts**

A material fact is one that might influence an insurer in deciding whether to accept a risk and if so, what terms to apply. Material facts can apply to changes in business activities, assets and liabilities assumed. The Forces are contractually obliged to notify the insurers of any material changes in risk.

The Joint Transport Service team maintains a database of all current vehicles purchased sponsored leased or on long term loan to the Forces. This forms the basis of the declaration made to the motor insurers each year and determines the premium that is paid. In addition, it is a statutory and policy requirement that insured vehicles, in our care custody and control, for more than 13 days are recorded on the Motor Insurers Database. Therefore, details of any vehicle (make, model, registration, owner, and dates on risk), that is obtained and disposed of locally, must be notified to the Joint Transport Service team.

3.13 For all queries on policy coverage or claims contact the Surrey and Sussex Joint Insurance Service. For new vehicles and disposal of existing vehicles contact the Joint Transport Service team.

4. Police Property Insurance

4.1 Property insurance is purchased for the Forces to cover loss of or damage to:

• buildings (structures, masts / aerials).

• contents (equipment, stock, or plant).

• equipment used away from the premises.

• computers (hardware, accessories, and data); and

• money (cash, cheques, vouchers, stamps and so on).

which belong to the Forces or for which they are legally responsible.

Cover applies to damage or loss to the above caused by the following:

• Fire.

• lightning.

• explosion.

• aircraft.

• riot and civil commotion.

• malicious damage.

• earthquake.

• storm.

• flood.

• escape of water or oil.

• impact by vehicles or animals.

• sprinkler leakage.

• accidental damage.

• subsidence.

• terrorism; and theft / attempted theft by forcible or violent means.

In addition, cover is available for the consequential losses arising out of an insured incident (such as loss of metered water, relocation costs, overtime, and loss of rent).

4.2 **Exclusions**

The policy contains certain exclusions limiting the cover provided. The primary exclusions are:

• unexplained disappearances over a significant period of time.

• wear and tear.

• theft from unattended motor vehicles where the property is left in view and unsecured; and

• money taken using a key outside business hours.

4.3 **Risk Management**

There is a general obligation that the Forces will take reasonable steps to prevent a loss occurring such as:

• regular inspections of buildings and programmes of repair / replacement.

• retention of an inventory and a system of stock checks.

• inclusion of fire prevention, security and loss control devices and systems into new or refurbished properties.

• investment in equipment, security systems, and policy and procedure to prevent a reoccurrence; and

• implementation cash carrying procedures.

and common-sense precautions that individuals can take such as:

• not leaving portable equipment unattended and/or in view near windows.

• not leaving keys on the premises after business hours; and

• keeping fire doors closed at all times.

4.4 Specific policy conditions include:

• inspections and maintenance of unoccupied buildings (refer to the Joint Estates team).

• action to take in the event of an incident

There is an obligation that following a loss, the Forces will take reasonable steps to minimise the extent of the damage, loss and disruption and the ultimate cost of a claim such as:

• carrying out emergency repairs (for example, boarding up, tarpaulin, fixing leaks) to prevent further losses occurring.

• taking photographs of the scene if possible.

• retrieving items that can be salvaged, where safe and reasonably practicable to do so.

• retaining damaged property unless authorised to destroy or necessary to prevent a hazard; and

• employing specialist firms to assist in the restoration of the property or recovery of documents / data.

4.5 **Claims Procedure**

Claims are handled by the Joint Insurance Service team on behalf of the Forces using the following procedures:

1) Notification

It is a policy condition that written notification is made to insurers as soon as possible and, in any event, within 30 days of discovering the damage / loss.

Where a loss is likely to exceed £7,500, notify the incident by telephone or email (see contact details below).

2) Estimates for Repair or Replacement

These should be obtained as per Contract Standing Orders. For losses in excess of £7500, the insurers will appoint a loss adjuster to verify that cover applies and to agree the value of the loss.

Do not authorise repairs or replacements without prior agreement of the loss adjuster or the Joint Insurance Services team.

3) Settlement

Although there is a policy excess, the cost of repair replacement or a cash equivalent will be credited in its entirety to the appropriate budget code. Deductions will be made for:

• betterment (where the replacement article is a higher specification than the original); and

• salvage (where the item damaged is retained and/or has a residual monetary value).

4) Recovery

Where a third-party is responsible for the damage or loss, insurers can exercise recovery rights (subrogation) against them to offset the cost of the loss. The Joint Insurance Service team will do this for losses under the policy excess.

Note: Insurance queries and claims must be routed via the Joint Insurance Service team. **Do not contact the insurers direct.**

4.6 **Material Facts**

A material fact is one that might influence an insurer in deciding whether to accept a risk and, if so, what terms to apply. Material facts can apply to changes in business activities, assets and liabilities assumed. The Forces are contractually obliged to notify the insurers of any material changes in risk.

The Joint Insurance Services team maintain a property schedule of premises and the rebuild values which is declared to insurers each year. An allowance for contents and increases in values is built into the schedule but the following are specific policy notifications which are required:

1) premises which are unoccupied for more than 30 days.

2) new sales or acquisitions including new rental leases.

3) significant refurbishment or rebuilding contracts.

4) cash or property seizures, where the value exceeds £100k; and

5) valuable equipment sited away from police premises.

4.7 **Covert Properties**

Properties purchased by the Forces and used by officers under covert identities are insured under the Force policies. The rebuild value needs to be provided to the Joint Insurance Service team so that it can be added to the schedule, but no other details are provided to the insurers. Claims can be handled internally with the permission of the insurer to protect the integrity of the operation.

The property insurer is (redacted text). The contract runs from 1st October 2024 to 30th September 2029 For all queries on policy coverage or claims contact the Surrey and Sussex Joint Insurance Service.

5. Use of Police Property Away from Police Premises

5.1 This section applies to equipment owned by the Forces. Items of police equipment (including laptops, cameras etc.) may be removed from police premises on condition that:

• the equipment is to be used in connection with Forces business only.

• the equipment remains in the care, custody and control of an officer or member of police staff (including volunteers or consultants acting solely on behalf of the Forces at all times).

This section does not apply to police equipment carried in operational fleet vehicles.

5.2 **Insurance**

Cover is automatically provided for damage to, or theft of equipment used in any premises within the UK including use at home and whilst in transit. Cover can extend world-wide where details of the equipment and its value are provided to the Surrey and Sussex Joint Insurance Service.

Exact terms of insurance cover can vary each year and depend on the specific circumstances of the loss, but cover will generally exclude:

• theft from an unattended and unsecured motor vehicle.

• damage to a private motor vehicle.

• unexplained disappearances; and

• where reasonable care has not been exercised.

Officers and staff may need to advise their own motor / property insurers if Forces equipment is carried regularly in private vehicles or used at home.

Any loss must be reported to the Joint Insurance Service team as soon as possible. Where the loss is uninsured, the cost centre will determine if / how they fund the repairs or replacement.

5.3 **Responsibilities**

Without compromising personal health and safety, common-sense and reasonable care must be used whilst transporting and using equipment away from the workplace. For example:

• keeping equipment in sight whilst on public transport and carrying it as hand luggage on flights.

• during car journeys keeping equipment in the boot out of sight and where practical removing it when leaving the vehicle unattended.

• keeping vehicles containing high value equipment in a locked garage / secure premises or at a nearby Forces station overnight.

• using hotel safes / secure rooms if leaving equipment unattended; and

• avoiding leaving equipment by windows or in the garden at home.

For all queries on policy coverage or claims contact the Surrey and Sussex Joint Insurance Service.

6. Corporate Travel Insurance

6.1 Corporate travel insurance is purchased and administered by the Joint Insurance Services team for the Forces. Cover applies to the Forces' officers and staff, PCC members and volunteers of any age for travel on the official business of the Forces and PCC:

• outside the UK; or

• within the UK involving an overnight stay or internal flight.

Official business refers to any trip **endorsed by the Forces** as a business activity by virtue of it:

• being financed or resourced by the Forces; and/or

• being undertaken during duty time; and/or

• associated expenses such as mileage and subsistence being paid by the Forces.

Note: due to personal tax liability implications, corporate travel insurance is not extended to:

• travellers accompanying Forces personnel on personal business / pleasure or

• an extended part of a trip that is undertaken for personal business / pleasure purposes (but cover does apply for social activities which are incidental to the business trip itself).

It is the responsibility of the travellers to ensure that they are adequately covered for the relevant journey / part journey undertaken.

6.2 **Pre-Travel Assistance**

The insurers provide the following pre-travel assistance:

• concierge service to facilitate the trip or for home emergencies.

• planning advice and tools; and

• security advice and alerts.

6.3 **Pre-Travel Procedure**

The Forces maintain a travel pattern which is declared to the insurers at each policy renewal. The following details, prior to travel commencing, must be provided to the Joint Insurance Service team:

• name and FIN number of each person travelling.

• Destination.

• outward and return dates of trip; and

• purpose of trip.

Cover is automatic and effective once your email has been received unless you are advised otherwise.

An employee travel pack and a summary of cover can be obtained from the Joint Insurance Service team.

Note: Trips to the following areas are subject to special provisions and require a proposal form to be completed before any travel plans are confirmed:

- Chechnya
- Iraq
- Afghanistan
- Somalia
- North Korea

In addition, if you are intending to travel to an area that is on the Foreign, Commonwealth & Development Office's "Do Not Travel" list, please contact the Joint Insurance Service team for advice.

The insurers reserve the right to refuse or restrict cover to these destinations and/or charge an additional premium.

6.4 **Cover**

The standard provisions of cover are:

For travel **outside the UK only**

Medical, Rescue and Assistance Expenses

Cost of medical attention, additional travel and accommodation expenses, transportation or repatriation, funeral expenses. Emergency medical assistance and travel advice is provided by (redacted text).

Legal Expenses

Cost of pursuing a claim against a third-party for injury, death or illness caused to the insured person

Personal Liability

Legal liability of the insured person to compensate any person for death or injury or damage to property

Cancellation / Curtailment / Disruption / Delay / Hi-Jack

Reimbursement of deposits, advanced payments, additional travel costs as a result of events outside of the insured's control

For travel **outside** and **within** the UK

Personal Belongings

Replacement / repair cost of personal property, money, travel documents lost, stolen or damaged.

6.5 **Claims Procedure**

All claims (other than emergency medical assistance) are referred to insurers via the Joint Insurance Service team.

a) Notification

Notify the relevant authorities of any theft, loss or malicious damage and retain contact and reference details.

Provide details of any loss or incident which could give rise to a claim or any verbal or written notice of a claim against the insured person to the Joint Insurance Service team as soon as possible.

b) Settlement

Settlement of claims will be made either:

- Direct by the Insurer to the service provider

- On a reinstatement basis (replacement of the lost / damaged item)

- Reimbursement or cash in lieu (value of the loss)

Liability claims are settled / repudiated on a legal liability basis using current civil case law.

Note: The policy is subject to conditions, exclusions and restrictions which may affect the settlement of a claim.

Pre-Travel Assistance and International Assistance

Pre-Travel Assistance: (redacted text)

Claims related queries: (redacted text)

Insurance Details

The Forces’ contract is in place with (redacted text) for a 5-year period which commenced 01/10/2024

For all queries on policy coverage or claims contact the Surrey and Sussex Joint Insurance Service.

Team: Finance Department – Insurance