

APPENDIX

COUNCILLOR'S GROUP LEGAL PROTECTION

As a DAS policyholder, your group members are now protected by Europe's leading legal expenses insurer. If they want to call our helpline service we are here to help them 24 hours a day, 365 days a year.

To make sure that you get the most from your DAS cover, please take time to read the policy which explains the contract between us. If you have any questions or would like more information, please contact your insurance advisor.

It will help if you keep the following points in mind:

How we can help

Once the **insured person** has sent **us** the details of their claim and **we** have accepted it, **we** will start to resolve their legal problem.

Claims should always be reported to **us** in writing and as soon as possible. **We** can send the **insured person** a claim form to help them do this.

We normally deal with claims through our Legal Claims Centre but sometimes **we** use an **appointed representative**. Claims outside the UK may be dealt with by DAS offices elsewhere in Europe.

Send all claims to

Legal Claims Centre, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

If your group members need any help from DAS

They can phone **us** any time on 0117 934 2111 for legal advice on any personal legal problem.

When we cannot help

We will not be able to help if **we** think there is little chance of winning the case. **Insured persons** should not ask for help from a solicitor or accountant before **we** have agreed. If they do, **we** will not pay the costs involved.

Problems

We will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Managing Director at Head Office and he will try to help.

As this is a commercial contract which is not governed by the Financial Ombudsman Service, should **you** require further assistance **you** can contact the Association of British Insurers at 51 Gresham Street, London EC2V 7HQ. If **you** use this service, it does not affect **your** right to take legal action.

This policy only covers the **insured person** if the premium has been paid. **We** agree to provide the insurance in this policy, keeping to the terms, conditions and exclusions as long as:

- (a) the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- (b) any legal proceedings will be dealt with by a court, tribunal or other body which **we** agree to in the **territorial limit**; and
- (c) the **insured person** has agreed to re-pay any **legal costs** if he or she is found to be in breach of the code of conduct of the **policyholder** under Article 8 of The Local Authorities (Indemnities for Members and Officers) Order 2004; and
- (d) for **insured incident 3** it is always more likely than not that a **insured person** will recover damages (or other legal remedy) or make a successful defence;

The meaning of words in this policy.

We, us, our

DAS Legal Expenses Insurance Company Limited.

policyholder

The organisation named in the policy schedule.

insured person

Any elected or co-opted member (councillor) of the **policyholder**.

appointed representative

The representative, or other suitably qualified person, who has been appointed to act for the **insured person** under Condition 2 of this policy.

data processing system

Any computer software or data processing equipment or microchip or integrated circuit or any similar device or any computer firmware or computer hardware.

legal costs

All reasonable and necessary costs charged by the **appointed representative** on a standard basis. Also the costs incurred by opponents in civil cases if an **insured person** has to pay them, or pays them with **our** agreement.

territorial limit

England and Wales.

period of insurance

The period for which **we** have agreed to cover the **insured person** and for which the premium has been paid.

date of occurrence

For complaints made against an **insured person** in England, the **date of occurrence** is when an Ethical Standards Officer is assigned to investigate a complaint under Part III, Section 58(2) of the Local Government Act 2000. For complaints made against a **insured person** in Wales the **date of occurrence** is when a Local Commissioner commences an investigation under Part III, Section 69 of the Local Government Act 2000.

insured incident

Following a written allegation that the **insured person** has failed or may have failed to comply with the code of conduct of the **policyholder**:

- 1 **We** will represent the **insured person** and negotiate for his/her legal rights throughout an investigation conducted by:
 - (a) an Ethical Standards Officer in England under Part III, Section 59 of the Local Government Act 2000; or
 - (b) a Local Commissioner in Wales under Part III, Section 69 of the Local Government Act 2000; or
 - (c) a Monitoring Officer following referral of a matter under Sections 60(2), 64(2), 69(4) or 71(2) of the Local Government Act 2000.
2. **We** will represent the **insured person** at a hearing of a Standards Committee convened in connection with 1(c) above
3. **We** will defend the **insured person** at an adjudication conducted by a Case Tribunal or Interim Case Tribunal under Section 76 of the Local Government Act 2000.
4. **We** will appeal against a decision of a Case Tribunal or Interim Case Tribunal to suspend, partially suspend or disqualify the **insured person** as a member of the **policyholder**.

If an **appointed representative** is used, **we** will pay the **legal costs** for this.

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same cause, is £50,000 with an aggregate of £500,000 for all claims arising in any one **period of insurance**.

What is not covered under this policy

- 1 Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the insured incident.
- 2 Any **legal costs** that are incurred before **we** agree to pay them.
- 3 Any incident or matter arising before the start of this policy.
- 4 Any incident deliberately or intentionally solicited by the **insured person**.
- 5 Any further action taken by the **policyholder** with respect to any matters investigated under the Local Government Act 2000.
- 6 Any action brought under Part III of the Local Government Act 1974.
- 7 Any criminal proceedings brought against the **insured person**.
- 8 An application for Judicial Review.
- 9 Written or verbal remarks which damage the **insured person's** reputation.
- 10 Fines, damages or other penalties which the **insured person** is ordered to pay by a court or other authority.
- 11 Any claim caused by, contributed to by or arising from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - (c) war, invasion, foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, military force or coup;
 - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 12 Any disagreement with **us** that is not dealt with in Condition 7.
- 13 Any legal action the **insured person** takes which **we** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **us** or the **appointed representative**.

- 14 Any insured incident directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:
- a) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
 - b) any **data processing system** responding to or dealing in any way with:
 - (i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - (ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates
- whether such **data processing system** is the property of an **insured person** or not and whether occurring before during or after the year 2000.

Conditions applicable to the Policy

The **insured person** must:

- 1
 - (a) Keep to the terms and conditions of this policy.
 - (b) Notify **us** immediately of any alteration which may materially affect their assessment of the risk, including an inability to re-pay any **legal costs**.
 - (c) Take reasonable steps to keep any amount **we** have to pay as low as possible.
 - (d) Try to prevent anything happening that may cause a claim.
 - (e) Send everything **we** ask for, in writing.
 - (f) Give **us** full details of any claim as soon as possible and give **us** any information that **we** need.

- 2
 - (a) **We** can take over and conduct, in the **insured person's** name, any claim or legal proceedings at any time before an **appointed representative** is appointed. **We** can negotiate any claim on behalf of the **insured person**.
 - (b) The **insured person** is free to choose an **appointed representative** (by sending **us** the suitably qualified person's name and address) if:
 - (i) **We** agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
 - (ii) There is a conflict of interest

We may choose not to accept the choice of representative, but only in exceptional circumstances. If there is a disagreement over the choice of **appointed representative**, another suitably qualified person can be appointed to decide the matter (see Condition 7).
 - (c) Before the **insured person** chooses a lawyer, **we** can appoint an **appointed representative**.
 - (d) An **appointed representative** will be appointed by **us** and represent the **insured person** according to their standard terms of appointment. The **appointed representative** must co-operate fully with **us** at all times.
 - (e) **We** will have direct contact with the **appointed representative**.
 - (f) The **insured person** must co-operate fully with **us** and the **appointed representative** and must keep **us** up-to-date with the progress of the claim.

- (g) The **insured person** must give the **appointed representative** any instructions that **we** ask for.
- 3 (a) The **insured person** must tell **us** if anyone offers to settle the claim.
(b) If the **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **legal costs**.
(c) The **insured person** must not negotiate or agree to settle a claim without the approval of **us**.
(d) **We** may decide to pay the **insured person** the amount of damages that he or she is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- 4 (a) If **we** ask, the **insured person** must tell the **appointed representative** to have **legal costs** taxed, assessed or audited.
(b) The **insured person** must take every step to recover **legal costs** that **we** have to pay and must pay **us** any **legal costs** that are recovered.
- 5 If an **appointed representative** refuses to continue acting for the **insured person** or if the **insured person** dismisses an **appointed representative**, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.
- 6 If the **insured person** stops a claim without **our** agreement, or does not give suitable instructions to an **appointed representative**, the cover **we** provide will end at once.
- 7 If **we** and the **insured person** disagree about the choice of **appointed representative**, or about the handling of a claim, **we** and the **insured person** can choose another suitably qualified person to decide the matter. **We** and the **insured person** must both agree to this in writing. Failing this, **we** will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose choice is rejected.
- 8 **We** can cancel this policy at any time as long as **we** tell the **policyholder** at least 14 days beforehand. The **policyholder** can cancel this policy at any time within 14 days of taking it out. After that the **policyholder** can cancel as long as **we** are told at least 14 days beforehand.
- 9 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by another policy if this policy did not exist.
- 10 This policy will be governed by English law.

LEGAL ADVICE HELPLINE

We will give the **insured person** confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

We provide the service 24 hours a day, seven days a week during the **period of insurance**. To help us check and improve service standards, all calls are recorded.

When phoning, please tell us the policy number or the name of the **policyholder**.

TO CONTACT THE ABOVE SERVICES, PHONE 0117 934 2111.

DAS will not accept responsibility if the Helpline Services are unavailable for reasons they cannot control.

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