

## Group Legal Protection Policy

All claims will be handled by the **claims handling agent** on behalf of the **insurer**.

This policy only covers the **person insured** if the premium has been paid. The **insurer** agrees 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 the **claims handling agent** agrees to in the **territorial limit**; and
- (c) in civil claims it is always more likely than not that a **person insured** will recover damages (or other legal remedy) or make a successful defence.

### The meaning of words in this policy.

#### **insurer**

Zurich Insurance Company.

#### **insured**

The organisation named in the policy schedule

#### **person insured**

Any councillor of the **insured** named in the policy schedule.

#### **claims handling agent**

DAS Legal Expenses Insurance Company Limited. Send your claim to: DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

#### **appointed representative**

The representative, or other suitably qualified person, who has been appointed to act for the **person insured** 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 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 a **person insured** has to pay them, or pays them with the agreement of the **claims handling agent**.

#### **territorial limit**

England & Wales.

## SPECIMEN ETHICAL FRAMEWORK POLICY

### **period of insurance**

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

### **date of occurrence**

For complaints made against a **person insured** 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 **person insured** 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 **person insured** has failed or may have failed to comply with the code of conduct of the **insured**:

- 1 the **claims handling agent** will represent the **person insured** 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 of the Local Authority named in the policy schedule following referral of a matter under Sections 60(2), 64(2), 69(4) or 71(2) of the Local Government Act 2000.
2. the **claims handling agent** will defend the **person insured** at an adjudication conducted by a Case Tribunal or Interim Case Tribunal under Section 76 of the Local Government Act 2000.
3. The **claims handling agent** will appeal against a decision of a Case Tribunal or Interim Case Tribunal to suspend, partially suspend or disqualify the **person insured** as a councillor of the **insured**.

If an **appointed representative** is used, the **insurer** will pay the **costs and expenses** for this.

The most the **insurer** 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**.

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### What is not covered under this Policy

- 1 Any claim reported to the **claims handling agent** more than 180 days after the date the **person insured** should have known about the insured incident.
- 2 Any **costs and expenses** that are incurred before the **claims handling agent** agrees to pay them.
- 3 Any incident or matter arising before the start of this policy.
- 4 Any incident deliberately or intentionally solicited by the **person insured**.
- 5 Any further action taken by the **insured** 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 **person insured**.
- 8 An application for Judicial Review.
- 9 Written or verbal remarks which damage the **person insured's** reputation.
- 10 Fines, damages or other penalties which the **person insured** 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 the **insurer** or **claims handling agent** that is not dealt with in Condition 7.
- 13 Any legal action the **person insured** takes which the **claims handling agent** or the **appointed representative** have not agreed to or where the **person insured** does anything that hinders the **claims handling agent** or the **appointed representative**.

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- 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 a **person insured** or not and whether occurring before during or after the year 2000.

### Conditions applicable to the Policy

The **person insured** must:

- 1 (a) Keep to the terms and conditions of this policy.  
(b) Notify the **insurer** immediately of any alteration which may materially affect the **insurer's** assessment of the risk.  
(c) Take reasonable steps to keep any amount the **insurer** has to pay as low as possible.  
(d) Try to prevent anything happening that may cause a claim.  
(e) Send everything the **claims handling agent** asks for, in writing.  
(f) Give the **claims handling agent** full details of any claim as soon as possible and give the **claims handling agent** any information the **claims handling agent** needs.
- 2 (a) The **claims handling agent** can take over and conduct, in the **person insured's** name, any claim or legal proceedings at any time before an **appointed representative** is appointed. The **claims handling agent** can negotiate any claim on behalf of the **person insured**.  
(b) If the **claims handling agent** agrees to start legal proceedings, or if there is a conflict of interest, the **person insured** can choose an **appointed representative** by sending the **claims handling agent** the suitably qualified person's name and address. The **claims handling agent** 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 **person insured** chooses a lawyer, the **claims handling agent** can appoint an **appointed representative**.  
(d) An **appointed representative** will be appointed by the **claims handling agent** and represent the **person insured** according to their standard terms of appointment. The **appointed representative** must co-operate fully with the **claims handling agent** at all times.  
(e) The **claims handling agent** will have direct contact with the **appointed representative**.

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- (f) The **person insured** must co-operate fully with the **claims handling agent** and the **appointed representative** and must keep the **claims handling agent** up-to-date with the progress of the claim.
- (g) The **person insured** must give the **appointed representative** any instructions that the **claims handling agent** asks for.
- 3 (a) The **person insured** must tell the **claims handling agent** if anyone offers to settle the claim.
- (b) If the **person insured** does not accept a reasonable offer to settle a claim, the **insurer** may refuse to pay further **costs and expenses**.
- (c) The **person insured** must not negotiate or agree to settle a claim without the **claims handling agent's** approval.
- (d) The **insurer** may decide to pay the **person insured** 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 the **claims handling agent** asks, the **person insured** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.
- (b) The **person insured** must take every step to recover **costs and expenses** that the **insurer** has to pay and must pay the **insurer** any **costs and expenses** that are recovered.
- 5 If an **appointed representative** refuses to continue acting for the **person insured** or if the **person insured** dismisses an **appointed representative**, the cover the **insurer** provides will end at once, unless the **claims handling agent** agrees to appoint another **appointed representative**.
- 6 If the **person insured** stops a claim without the **claims handling agent's** agreement, or does not give suitable instructions to an **appointed representative**, the cover the **insurer** provides will end at once.
- 7 If the **claims handling agent** and the **person insured** disagree about the choice of **appointed representative**, or about the handling of a claim, the **claims handling agent** and the **person insured** can choose another suitably qualified person to decide the matter. The **claims handling agent** and the **person insured** must both agree to this in writing. Failing this, the **claims handling agent** 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 The **insurer** can cancel this policy at any time as long as the **insurer** tells the **insured** at least 21 days beforehand. The **insured** can cancel this policy at any time as long as the **insurer** is told at least 21 days beforehand.
- 9 The **insurer** 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.

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### **LEGAL ADVICE HELPLINE**

DAS will give the **person insured** 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.

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

When phoning, please tell DAS the policy number or the name of the **insured**. **Please do not phone us to report a general insurance claim.**

***TO CONTACT THE ABOVE SERVICES, PHONE US ON 0117 934 2111.***

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

CLX 6-03