



DAS Legal Expenses Insurance Company Limited. Head and Registered Office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH England. Registered in England and Wales, number 103274.

GROUP LEGAL PROTECTION

SOLACE PLUS COVER Policy number TT2/5838825

WELCOME TO 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 adviser.

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

How we can help

To make a claim under this policy, the **insured person** can phone **us** on 0117 9340553. **We** will ask the **insured person** about their legal dispute and if necessary call them back at an agreed time to give them legal advice. If their dispute needs to be dealt with as a claim under this policy, **we** will give them a claim reference number. At this point **we** will not be able to tell the **insured person** whether they are covered but **we** will pass the information they have given **us** to our claims handling teams and explain what to do next.

If the **insured persons** prefers to report their claim in writing, they can send it to **our** Claims Department at the following address:

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

Or the **insured person** can email their claim to **us** at newclaims@das.co.uk

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 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** Customer Relations Department at **our** Head Office address shown below. Or **you** can phone **us** on 0117 9370066 or email **us** at customerrelations@das.co.uk

Details of **our** internal complaint handling procedures are available on request.

Our Head and Registered Office is:

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Registered in England and Wales, number 103274

Website: www.das.co.uk

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. **You** can also contact them on 0845 080 1800.

Website: www.financial-ombudsman.org.uk

Using this service, it does not affect **your** right to take legal action.

THIS IS YOUR GROUP LEGAL PROTECTION POLICY

- 1 This policy, the policy schedule and any endorsement shall be considered as one document. The proposal or any information supplied by **the policyholder** shall be incorporated in the contract.
- 2 This policy will cover the **insured person**. **We** agree to provide the insurance in this policy in accordance with the operative covers shown in the policy schedule as long as:
 - (a) the premium has been paid; and
 - (b) the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
 - (c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
 - (d) for civil claims it is always more likely than not that the **insured person** will recover damages (or other legal remedy which **we** have agreed to) or make a successful defence.
- 3 For all **insured incidents**, **we** will help in appealing or defending an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.
- 4 If a **representative** is used, **we** will pay the **costs and expenses** incurred for this.
- 5 The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £250,000.

THE MEANING OF WORDS IN THIS POLICY

- 1 **We, us, our**
DAS Legal Expenses Insurance Company Limited.
- 2 **The policyholder**
The Society of Local Authority Chief Executives and Senior Managers.
- 3 **Insured person**
For insured incidents LEGAL DEFENCE and EMPLOYMENT DISPUTES
The members of **the policyholder** as declared to **us**.
For insured incidents BODILY INJURY and CONTRACT DISPUTES
The members of **the policyholder** declared to **us** and members of their family who always live with them. Anyone claiming under this policy must have the agreement of the member of **the policyholder** in order to claim.
- 4 **Representative**
The lawyer or other suitably qualified person, who has been appointed to act for the **insured person** in accordance with the terms of this policy. This includes solicitors as agreed in writing between **us** and **the policyholder** to be appointed for employment claims.
- 5 **Period of insurance**
The period for which **we** have agreed to cover the **insured person**.

6 Date of occurrence

- (a) For civil cases, the **date of occurrence** is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same originating cause, the **date of occurrence** is the date of the first of these events.
- (b) For criminal cases, the **date of occurrence** is when the **insured person** began or is alleged to have begun to break the criminal law in question.

7 Costs and expenses

- (a) All reasonable and necessary costs chargeable by the **representative** on a standard basis. Also the costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or pays them with **our** agreement.

(b) Attendance expenses

The **insured person's** salary or wages for the time that the **insured person** is off work to attend jury service. **We** will pay for each half or whole day that the court or the **insured person's** employer will not pay for. The amount **we** will pay is based on the following:

- * the time the **insured person** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- * if the **insured person** works full time, the salary or wages for each whole day equals 1/250th of the **insured person's** yearly salary or wages;
- * if the **insured person** works part-time, the salary or wages will be a proportion of the **insured person's** weekly salary or wages.

8 Territorial limit

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands.

INSURED INCIDENTS WE WILL COVER

1 LEGAL DEFENCE

- (1) We will defend the **insured person's** legal rights if an event arising from the **insured person's** employment leads to:
 - (a) the **insured person** being prosecuted in a court of criminal jurisdiction; or
 - (b) civil action being taken against the **insured person** under legislation for unlawful discrimination on the grounds of sex, race, disability, age, religious belief or political opinion; or
 - (c) civil action being taken against the **insured person** or the serving of a Statutory Notice on the **insured person** under legislation for Health and Safety at Work; or
 - (d) civil action being taken against the **insured person** as a trustee of a pension fund set up for the benefit of their employer's employees; or
 - (e) civil action being taken against the **insured person** under section 13 of the Data Protection Act 1998. We will also pay an award of compensation made against the **insured person** under section 13 of the Data Protection Act 1998 provided that registration has been approved by the Information Commissioner; or
 - (f) a disciplinary hearing being brought against the **insured person** by a regulatory authority or professional body.
 - (g) dealing with the police where it is alleged that the **insured person** has or may have committed a criminal offence
- (2) We will defend the **insured person's** legal rights following an event which leads to the prosecution of the **insured person** for an offence connected with the use or driving of a motor vehicle.
- (3) We will pay the **attendance expenses** of an **insured person** for jury service.
- (4) We will represent an **insured person** at an investigation which could lead to disciplinary action or criminal proceedings and at a disciplinary hearing being taken against them following an event arising from their normal work duties.

Provided that

In so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limit** shall be any place where the Act applies.

What is not covered

- (1) Parking offences.
- (2) The driving of a motor vehicle by the **insured person** for which the **insured person** does not have valid motor insurance.

2 BODILY INJURY

We will negotiate for the **insured person's** legal rights after an event which causes the death of, or bodily injury to, the **insured person**.

What is not covered

Any claim relating to the following:

- (1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident;
- (2) deep vein thrombosis or its symptoms that result from an **insured person** travelling by air;
- (3) defending the **insured person's** legal rights but defending a counter-claim is covered;
- (4) psychological injury or mental illness that is not associated with an insured person having suffered physical bodily injury.

3 EMPLOYMENT DISPUTES

We will negotiate for the **insured person's** legal rights in a dispute arising from a contract of employment entered into by the **insured person**, excluding any claim relating to personal injury.

4 CONTRACT DISPUTES

We will negotiate for the following:

- (1) The **insured person's** legal rights in a contractual dispute arising from an agreement or an alleged agreement which the **insured person** has entered into for:
 - (a) the buying or hiring of goods or services, or
 - (b) the selling of any goods; and/ or
- (2) the **insured person's** legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which the **insured person** has entered into for the buying or selling of their principal home.

Provided that

- (1) The **insured person** has entered into the agreement or the alleged agreement during the **period of insurance**.
- (2) The amount in dispute must be more than £250.
- (3) If the amount in dispute is more than £5,000, the **insured person** will be responsible for the first £500 of legal costs in each and every claim.

What is not covered

Any claim relating to the following:

- (1) a contract regarding the **insured person's** profession, business or employment;
- (2) a lease of less than eight years, or a licence or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
- (3) construction work on any land, or designing, converting or extending any building;
- (4) a contract involving a motor vehicle;
- (5) the settlement payable under an insurance policy.

WHAT IS NOT COVERED BY THIS POLICY

- 1 A claim where the **insured person** has failed to notify **us** of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence.
- 2 Any incident or matter arising before the start of this policy.
- 3 Any **costs and expenses** incurred before **our** written acceptance of a claim.
- 4 Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority.
- 5 Any **insured incident** intentionally brought about by the **insured person**.
- 6 Written or verbal remarks which damage the **insured person's** reputation.
- 7 A dispute with **us** not otherwise dealt with under Condition 7.
- 8 **Costs and expenses** arising from or relating to a Judicial Review, coroner's inquest or fatal accident inquiry. However **we** will cover a Judicial Review for a statutory employee in an employment dispute where it is reasonable to do so, with **our** agreement.
- 9 Any legal action the **insured person** takes which **we** or the **representative** have not agreed to or where the **insured person** does anything that hinders **us** or the **representative**.
- 10 Any claim caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 11 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 12 Apart from **us**, the **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this policy in relation to any third party rights or interest.

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

- 1 An **insured person** must:
 - (a) keep to the terms and conditions of this policy;
 - (b) notify **us** immediately of any alteration which may materially affect **our** assessment of the risk;
 - (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 and truthful details by phone or in writing of any claim as soon as possible and give **us** any information **we** need.
- 2 (a) **We** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.

We can negotiate any claim on behalf of an **insured person**.
- (b) An **insured person** is free to choose a **representative** (by sending **us** the suitably qualified person's name and address) if:
 - i) **we** agree to start legal 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.
- (c) In all circumstances except those in 2(b) above, **we** are free to choose a **representative**.
- (d) A **representative** will be appointed by **us** and represent the **insured person** according to **our** standard terms of appointment, which may include a "no-win, no-fee" agreement. The **representative** must co-operate fully with **us** at all times.
- (e) **We** will have direct contact with the **representative**.
- (f) The **insured person** must co-operate fully with **us** and the **representative** and must keep **us** up-to-date with the progress of the claim.
- (g) The **insured person** must give the **representative** any instructions that **we** require.
- 3 (a) The **insured person** must tell **us** if anyone offers to settle a claim.
- (b) If the **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- (c) The **insured person** must not negotiate or agree to settle a claim without **our** approval.
- (d) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- 4 (a) The **insured person** must tell the **representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
- (b) The **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.
- 5 If the **representative** refuses to continue acting for the **insured person** with good reason or if the **insured person** dismisses the **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
- 6 If the **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**.
- 7 If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help.
- 8 Once **we** have obtained an opinion as to the merits of a claim or proceedings and the **insured person** disagrees with that opinion, **we** may at **our** discretion require the **insured person** to obtain at their expense an opinion from a lawyer or other suitably qualified person chosen by the **insured person** and **us**, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not an **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the cost of obtaining the opinion.

- 9 **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 as long as **we** are told at least 14 days beforehand.
- 10 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
- 11 This policy will be governed by English law.
- 12 All Acts of Parliament within the policy wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

HELPLINE SERVICES

We provide these services 24 hours a day, seven days a week during the **period of insurance**. To help **us** check and improve **our** service standards, **we** record all calls.

EUROLAW LEGAL ADVICE SERVICE

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.

GROUP ASSISTANCE SERVICES

Domestic Assistance Service

We will arrange help or repairs needed if the **insured person** has a domestic emergency in their home such as a burst pipe, blocked drain, broken window or building damage. **We** will ask a contractor to help but the **insured person** must pay the contractors' costs including any call out charges.

Tax Advice

We will give the **insured person** confidential advice over the phone on personal tax matters under the laws of the United Kingdom.

Health and Medical Information

We will give the **insured person** advice on how to improve diet and fitness, and on travel, health and sports injuries. Information is available on diseases and medical conditions, medication, hospital consultants and services. This service aims to complement the care received from a GP or related health professional but is not a substitute, and advisers cannot diagnose or give 'second opinions'.

Veterinary Assistance Service

If the **insured person's** pet is ill or injured, **we** can find a vet who can offer treatment.

Childcare Assistance Service

We will help find a childminder, nanny or children's nurse if the **insured person** has an emergency at home.

Home Assistance Service

We will help find cleaning staff, au pairs, cooks or housekeepers if the **insured person** has an emergency at home.

COUNSELLING

We will provide all **insured persons** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, phone **us** on 0117 934 2121. These calls are not recorded.

To use the Legal Advice and Group Assistance Helplines, **insured persons** can phone **us** on 0117 934 0553 or 0117 976 2030 quoting the policy number.

The **insured person** should not phone **us** to report a general insurance claim.

We will not accept responsibility if the Helpline Services are unavailable for reasons we cannot control.

DAS Legal Expenses Insurance Company is authorised and regulated by the Financial Services Authority.