



Group legal protection

Thank you for purchasing this policy.

This is your Policy Wording



FIRST FOR JUSTICE

Your policy schedule

Policyholder name:

Flintshire County Council

Policy number:

TT26682636

Agency name:

Arthur J. Gallagher Ins.Brokers Ltd

Commencement date from:

01/04/2024

to:

31/03/2025

Date of issue:

07/02/2024

Limit of indemnity:

£100,000

Claims helpline

0344 893 8165

Your cover

Government act legal defence

Your helpline services

The following services are only operative if marked below as included.

Eurolaw legal advice helpline:

0344 893 8165

Included

Not included

Tax advice service:

0344 893 8165

Included

Not included

Health and medical information service:

0344 893 8165

Included

Not included

Counselling helpline:

0344 893 9012

Included

Not included

Helpline services:

(Domestic, Veterinary,
Childcare & Home help):

0344 893 8165

Included

Not included

Helpline services

We provide these services 24 hours a day, seven days a week during the **period of insurance**.

All helplines apply to the United Kingdom of Great Britain and Northern Ireland unless otherwise stated. To help us check and improve our service standards, we may record all calls.

To use the Legal Advice and Group Assistance Helpline Services, **insured persons** can phone us on **0344 893 8165** quoting the policy number or the name of the scheme.

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

Eurolaw legal advice helpline	0344 893 8165	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
<p>We will give the insured person confidential legal advice over the phone on any personal legal problem under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.</p> <p>Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If an insured person calls outside these times, a message will be taken and a return call arranged within the operating hours.</p>			

Group assistance services

Tax advice service	0344 893 8165	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
<p>We will give the insured person confidential advice over the phone on personal tax matters.</p> <p>Tax advice is provided by tax advisers 9am-5pm, Monday to Friday, excluding public and bank holidays. If an insured person calls outside these times, a message will be taken and a return call arranged within the operating hours.</p>			

Health and medical information service	0344 893 8165	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
<p>We will give the insured person information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve overall health. We can provide information on what health services are available in your area, including local NHS dentists.</p> <p>Health and medical information is provided by a medically qualified person 9am-5pm, Monday to Friday, excluding public and bank holidays. If an insured person calls outside these times, a message will be taken and a return call arranged within the operating hours.</p>			

Counselling helpline	0344 893 9012	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
<p>We will provide all insured persons with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment) including, where appropriate, onward referral to relevant voluntary and/or professional services. The insured person will pay the costs for using any services we refer them to.</p> <p>This helpline is open 24 hours a day, seven days a week.</p>			

For the following helpline services the insured person will be responsible for paying the costs for the help.

Domestic help	0344 893 8165	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
<p>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.</p> <p>This helpline is open 24 hours a day, seven days a week.</p>			

Veterinary help	0344 893 8165	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
<p>We can help find a vet who can offer treatment if the insured person's pet is ill or injured.</p> <p>This helpline is open 24 hours a day, seven days a week.</p>			

Childcare help*	0344 893 8165	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
<p>We can help the insured person find a range of childcare options in their area if an unforeseen event occurs (such as illness or injury to the insured person) and they need to make alternative childcare arrangements.</p>			

Home help*	0344 893 8165	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
<p>We can help the insured person find cleaning staff, au pairs, and housekeepers if they need assistance to run their home in a crisis (such as illness or injury to the insured person).</p>			

*We can provide the **insured person** with contact details for these services 24 hours a day, seven days a week, but most of them only work during standard office hours. Outside of these times, we will contact them for the **insured person** the next working day and call the **insured person** back.

We will not accept responsibility if the helpline services are unavailable for reasons we cannot control.

Contents

2	Your policy schedule	10	Policy exclusions
2	Claims helpline	11	Policy conditions
2	Your cover	13	Privacy
2	Your helpline services	14	How to make a complaint
3	Helpline services	15	About DAS
3	Group assistance services	16	Your important information
6	Welcome to group legal protection		
6	How we can help		
6	When we cannot help		
7	This is your group legal protection policy		
8	The meaning of words in this policy		
9	Insured incidents		
9	Government act legal defence		

Welcome to group legal protection

Thank you for purchasing this **DAS** Group legal protection policy.

DAS Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance under your policy.

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

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:

0344 893 8165

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 person** 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 Parc | Greenway Court | Bedwas | Caerphilly | CF83 8DW**


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 or accountant before **we** have agreed. If they do, **we** will not pay the costs involved.



This is your group legal protection policy

- 1 This policy, the policy schedule and any endorsement shall be considered as one document.
 - 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 on page 2 of this policy document 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 **countries covered**; and
 - (c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **countries covered**; 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 an **appointed 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 shown as the limit of indemnity in the policy schedule (refer to page 2 of this policy document).
- 

The meaning of words in this policy

The following words have these meanings wherever they appear in this policy in **bold**:

appointed 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.
costs and expenses	All reasonable and necessary costs chargeable by the appointed 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.
countries covered	England and Wales.
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 the Local Government Act 2000. For complaints made against an 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 person	Any elected, appointed or co-opted member of the policyholder .
period of insurance	The period for which we have agreed to cover the insured person .
the policyholder	As shown in the policy schedule.
we, us, our, DAS	DAS Legal Expenses Insurance Company Limited.

Insured incidents

What is covered	What is not covered Please also refer to the policy exclusions on page 10
Government act legal defence	
<ol style="list-style-type: none"> 1 We represent the insured person and negotiate for his/her legal rights throughout an investigation conducted by: <ol style="list-style-type: none"> (a) an Ethical Standards Officer in England under 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 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. 	

Policy exclusions

We will not pay for the following:

- 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 An incident or matter arising before the start of this policy.
- 3 **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 A claim intentionally brought about by the **insured person**.
- 6 A claim relating to written or verbal remarks which damage the **insured person's** reputation.
- 7 A dispute with **us** not otherwise dealt with under Condition 8.
- 8 **Costs and expenses** arising from or relating to a judicial review.
- 9 A legal action that 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**.
- 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, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism defined in the Terrorism Act 2000;
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 11 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.
- 12 Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

Policy conditions

- 1 **The policyholder** 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.
- 2 **The insured person** must:
 - (a) keep to the terms and conditions of this policy;
 - (b) take reasonable steps to keep any amount **we** have to pay as low as possible;
 - (c) try to prevent anything happening that may cause a claim;
 - (d) send everything **we** ask for, in writing;
 - (e) give **us** full details of any claim as soon as possible and give **us** any information **we** need.
- 3
 - (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 the **insured person**.
 - (b) The **insured person** is free to choose an **appointed representative** (by sending **us** a 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 the **insured person** in those proceedings; or
 - (ii) there is a conflict of interest.
 - (c) In all circumstances except those in **3(b)** above, **we** are free to choose an **appointed representative**.
 - (d) An **appointed representative** will be appointed by **us** to represent the **insured person** according to **our** standard terms of appointment, which may include a 'no-win, no-fee' agreement. 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.
- 4
 - (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.
- 5
 - (a) The **insured person** must tell the **appointed 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.

- 6 If an **appointed representative** refuses to continue acting for the **insured person** with good reason, or if the **insured person** dismisses an **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.
- 7 If the **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to an **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**.
- 8 If there is a disagreement about the handling of a claim and it is not resolved through **our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

Alternatively, there is a separate arbitration process available that can be used to settle any dispute with **us**. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

- 9 **We** may require the **insured person** to get, at their own expense, an opinion from an expert, that **we** consider appropriate, in the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between the **insured person** and **us**. Subject to this **we** will pay the cost of getting opinion if the expert's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.
- 10 You can cancel this policy by telling **us** within 14 days of taking it out, or at any time afterwards as long as you tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell you at least 14 days beforehand.

Subject to the terms of business between you and the person who sold you this policy, you may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between you and the person who sold you this policy. Please contact them directly for full details of charges.

- 11 **We** will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:
 - (a) a claim an **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
 - (b) a false declaration or statement is made in support of a claim.
- 12 **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.
- 13 This policy will be governed by English law.
- 14 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.

Privacy

When you purchase and use a DAS product **we** will process personal information about you and anyone else whose details are provided to **us** to provide you with a service or a claim.

We process your personal information in accordance with **our** Privacy Notice. You can find **our** Privacy Notice online at www.dasinsurance.co.uk/legal/privacy-statement. Alternatively you can make a request for a printed copy to be sent to you by contacting dataprotection@das.co.uk

How to make a complaint

We always aim to give you a high quality service.

If you think we have let you down, you can contact us by:

- phoning **0344 893 9013**
- emailing **customerrelations@das.co.uk**
- writing to the **Customer Relations Department | DAS Legal Expenses Insurance Company Limited | DAS Parc | Greenway Court | Bedwas | Caerphilly | CF83 8DW**
- completing our online complaint form at **www.dasinsurance.co.uk/complaints**

Further details of our internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if we've been unable to respond to your complaint within 8 weeks, you may be able to contact the Financial Ombudsman Service for help. This is a free complaint resolution service for eligible complaints. (Details available from **www.financial-ombudsman.org.uk**)

You can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website:

www.financial-ombudsman.org.uk

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

About DAS

Registered Address:

**DAS Legal Expenses Insurance Company Limited |
DAS Parc | Greenway Court | Bedwas | Caerphilly | CF83 8DW**

Registered in England and Wales | Company Number 103274 |
Website: www.dasinsurance.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk



Your important information

Claims helpline

Call **0344 893 8165**

when you need to make a claim

Your helpline services

Eurolaw legal advice helpline

Included Not included

Call **0344 893 8165**

when you require legal advice

Tax advice service

Included Not included

Call **0344 893 8165**

when you require tax advice

Health and medical information service

Included Not included

Call **0344 893 8165**

when you require the health and medical information service

Counselling helpline

Included Not included

Call **0344 893 9012**

for confidential counselling

Helpline services

(Domestic, Veterinary, Childcare & Home help)

Included Not included

Call **0344 893 8165**

for the helpline services

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority | Registered Address: DAS Parc, Greenway Court, Bedwas, Caerphilly CF83 8DW | Registered in England and Wales | Company Number 103274 | www.dasinsurance.co.uk

Group legal protection | Policy Wording | 01.2023 | DAS 20435.02



FIRST FOR JUSTICE