

Conditions of Service – Indemnification of Employees.

1. Indemnification against risk of assault.

- 1.1** Glasgow Life provides a Group Personal Accident Policy to cover accidental injury to employees at work. Details of the scheme can be obtained through the Business Support Section.

2. Indemnification of Employees.

- 2.1** The Company will indemnify employees who are prosecuted as a result of acting properly, reasonably and within recognised procedures within the scope of their employment in the following circumstances:
- 2.2** In the event of a charge being brought against the employee for an offence alleged to have been committed in terms of:
- Health and Safety at Work Act 1974 (Sections 7, 8, 22 and 37).
 - Data Protection Act 1998.
 - Other relevant legislation.
- 2.3** Where the employee is charged with an offence under any of the above legislation, the Company will pay such reasonable expenses of the employee as might be appropriate in the circumstances of the case, subject to the employee making an application to the Director of Strategic Planning and Corporate Services before instructing a solicitor to act on his or her behalf.
- 2.4** In a case where an employee is convicted of an offence under the above legislation and a penalty is imposed, the Company will consider the case on its merits and, if satisfied that the employee acted, in the course of employment, with due regard to the Company's Health and Safety policy and in good faith, shall reimburse the amount of any fine imposed.
- 2.5** Where an employee is aggrieved by the decision of the Company in respect of any of the above matters the employee shall have a right of appeal, in accordance with the Grievance Procedure.

3. Indemnification for Company Employees.

- 3.1** The Company will, subject to the exceptions set out below, indemnify its employees against claims made against them and will not itself make claims against them for any loss or damage (other than claims falling within the cover provided to its employees under any policy of insurance taken out by the Company or any motor vehicle insurance policy taken out by the employee) occasioned by any neglect, act, error or omission committed by the employee while carrying out their duties on behalf of the Company and acting within the scope of their authority.

3.2 Exceptions:

The indemnity will not extend to loss or damage directly or indirectly caused by or arising from:-

- fraud, dishonesty, the committing of criminal offence (except where the criminal offence is an offence under the provisions of the Health and Safety at Work etc. Act 1974 or relevant statutory provisions within the meaning of that Act in which case the indemnity will continue to apply) or a deliberate act on the part of the employee;
- any neglect, error or omission by the employee otherwise than in the course of his/her duties;
- liability in respect of surcharges made by the Secretary of State on a recommendation by the Commission for Local Authority Accounts in Scotland.

The indemnity will not apply if an employee, without the written authority of the Company, admits liability or negotiates or attempts to negotiate a settlement of any claim falling within the scope of this resolution.

4. LIFE ASSURANCE.

- 4.1** A life assurance scheme is operated by the Company and applies to all employees both permanent and temporary, who are not members of the Pension Scheme.

Employees will be automatically admitted to membership of the life assurance scheme upon opting out of the Pension Scheme.

These provisions apply to full-time and part-time/job share employees. Employment with the Company will be deemed to have terminated when an employee is removed from the pay bill.

- 4.2** Any deliberate misrepresentation by an employee, either before or after entry into employment, as to age shall mean automatic exclusion from the right to benefit.
- 4.3** In the event of the death of an employee to whom the scheme applies while the employee is in the service of the Company, a payment will be made to his/her legally appointed representative. Such payment will be made by the Company only on production of Confirmation of the deceased's Estate.

4.4.1 In the case of employees in the categories mentioned in part 4 above, the payment to be made to the deceased employee's estate will be **either**:-

- A sum equal to one year's salary of the employee at the date of death
- A sum of £5000

In every case, the payment will be the greater of the above 2 sums.

4.5 No contributions are permitted to be made by an employee towards the cost of the provision of life assurance cover under this scheme. The definition of one year's salary is the amount on which employees would normally be expected to pay superannuation contributions. A similar amount will be calculated to determine the level of life assurance benefit.

4.6 Life assurance cover under this scheme will commence when an employee takes up employment with the Company and decides to opt out of the superannuation scheme. It will terminate on the employee leaving the service of the Company.

4.7 The benefits due to the estate of a deceased employee under this scheme are not assignable, whether in security or otherwise, by the employee to any third party nor have they any surrender value.

4.8 Any question as to the right of the employee's estate to benefit under the scheme shall be determined by the Director of Strategic Planning and Corporate Services and any question as to the amount of benefit due to the estate of a deceased employee shall be determined by the Director of Finance. The deceased employee's representatives shall have the right to appeal against any such administrative decision to the Chief Executive to deal with any such case on its merits

4.8.1 In exceptional circumstances, any conditions of the scheme may be waived where equity might demand a payment in a case which would not otherwise qualify. It shall be remitted for consideration between the Director of Strategic Planning and Corporate Services and the Director of Finance to deal with any such case on its merits.

5. Personal accident Insurance.

The Company provides a Group Personal Accident Policy to cover accidental injury to employees at work.

Details of the scheme can be obtained through the Business Support Section.

6. Employees Personal Property.

The Director of Finance has delegated authority to compensate employees, up to a maximum of £300, as full and final compensation for damage to or loss of personal property. Guidelines on the care of personal property have been approved by the Company and should be followed when considering and assessing claims.

Details of this can be obtained from the Human Resources Section.