



## GUNPLAN COVER SUMMARY

### keyfacts

#### POLICY SUMMARY

Some important facts about the Professional Fees policy are summarised below. This summary does not describe all of the terms and conditions of the policy, so you will need to take time to read the insurance policy wording to make sure that you understand the cover that it provides. All references below to the cover provided are contained within the full policy wording. Please note that a full policy wording is available for your inspection upon request.

#### NAME OF INSURER

This insurance is administered by Legal Insurance Management Limited & arranged by Ripe Insurance Services Limited & underwritten by UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No.SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ. UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

Legal Insurance Management Limited is authorised and regulated by the Financial Conduct Authority under registration number 552983. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

#### NAME OF COVERHOLDER

The policy is arranged and administered on behalf of the insurers by Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands DY5 1XF.

#### TYPE OF INSURANCE

The policy is designed to cover the cost of professional fees charged by a claims handler, solicitor or accountant following a specific occurrence, provided that cover for that occurrence is detailed within the policy wording and is not specifically excluded within the policy schedule issued.

#### SIGNIFICANT FEATURES AND BENEFITS

The policy includes the following features (unless specifically excluded by the policy schedule issued), which are fully explained in detail in the policy wording. The Claim Limits provided will be shown on the policy schedule issued.

#### CLAIM LIMITS

Any One Claim £50,000

Any One Period of Insurance £50,000

Unless detailed otherwise **below**.

#### SECTIONS OF COVER

Details of cover provided and any specific section exclusions (Please note that this only shows the significant exclusions and reference should be made to the policy wording for a definitive list).

##### Certificate Appeals

An appeal or representation to the relevant authority following an act or omission, or alleged act or omission, which leads to the suspension or revocation of your firearm or shotgun certificate, or where the relevant authority has failed to grant your firearm or shotgun certificate.

We do not cover claims in relation to:

- any criminal acts or offences which breach statutory regulations;
- circumstances where you have knowingly declared false information;
- any professionally diagnosed medical condition (including mental health) or because of any medication that has been prescribed for you;
- ownership or possession of a crossbow;
- any change in firearms legislation.

##### Criminal Prosecution Defence

Defence of your legal rights where criminal proceedings have been brought against you for the breach of firearms legislation.

We do not cover claims in relation to:

- deliberate criminal acts or omissions;
- a prosecution as a result of being a prohibited person under any of the firearms acts;
- any professionally diagnosed medical condition (including mental health), or because of any medication that has been prescribed for you.

### Legal Advice Helpline Service

Free access to legal advice & assistance. The helpline can provide general advice only and cannot assist with complex legal matters which may require the review of documentation and is not intended to replace the services of a solicitor.

### SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS

The policy will exclude claims where the incident falls outside of the scope of cover provided by the policy wording or where this is subject to a specific exclusion or limitation. Please refer to the policy wording for full details. The most significant or unusual exclusions or limitations are outlined below.

- If you can convince us that there are sensible Prospects of Success in your claim and that it is necessary for Professional Fees to be paid we will take over the claim on your behalf appoint a specialist of our choice to act on your behalf.
- We may limit the Professional Fees that we will pay under the policy where we consider it is unlikely a sensible settlement of the claim will be obtained, the potential settlement amount of the claim is disproportionate compared with the time and expense incurred in pursuing or defending the claim or where there are insufficient prospects of obtaining recovery of any sums claimed.
- Where it may cost us more to handle a claim than the amount in dispute we may at our option pay to you the amount in dispute which will then constitute the end of the claim under the policy.
- If Legal Proceedings have been agreed by us you may at that stage decide to nominate and use your own solicitor or indeed, you may wish to continue to use our own specialists. If you decide to nominate your own Professional we must agree this in advance and you will be responsible for any Professional Fees in excess of i) those which our own specialists would normally charge us (Details are available upon request) or ii) in respect of Small Claims Court matters, any Professional Fees in excess of those that are ordinarily recoverable from that respective court.
- At conclusion of the claim if you are awarded any costs (not your damages), these must be paid to us.
- Please note that if you should engage the services of a Professional prior to making contact with us any costs that you incur are not covered by this Insurance.
- This is a policy where you must notify us during the period of insurance and within 30 days of any circumstances which may give rise to any claim under the policy or 30 days of returning from a holiday which is subject to the dispute which may give rise to any claim under the policy. Failure to do so could mean that we decline to pay a claim for your professional fees.
- The jurisdiction and territorial limits of the policy is The United Kingdom, the Channel Islands and the Isle of Man.
- We do not cover claims connected to Matrimonial or Family Disputes.
- The policy does not cover any activity connected to a business or any venture for gain.
- In the event that you make a claim under this policy which you subsequently discontinue due to your own disinclination to proceed, any legal costs incurred to date will become your own responsibility and will be required to be repaid to the insurer.
- We do not cover any matter in respect of which an Insured Person is entitled to Legal Aid.
- We do not cover any professional fees incurred in defending or pursuing new areas of law or test cases.
- We do not cover any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products.
- We do not cover any claim arising from a professional activity in connection with being a firearms dealer or servant of a firearms dealer.
- We do not cover any claim arising from a failure to submit a required shotgun or firearm certificate renewal application or lateness in submitting a required shotgun or firearm certificate renewal application.
- We do not cover any claim arising from ownership or possession of prohibited weapons, except for any member who is employed as a Gamekeeper, Stalker or River Keeper (full time/part time/self-employed) during which cover applies whilst such persons are undertaking their occupational duties as a Gamekeeper, Stalker or River Keeper.

### DURATION OF THE CONTRACT

The cover provided by the policy is normally for a twelve month period. Where this is altered, it will be clearly shown within the quotation provided and policy schedule subsequently issued.

### CANCELLATION

We hope you are happy with the cover provided by your policy. However you have the right to cancel the policy within 14 days of receiving the policy. If you chose to cancel, we will refund your premium after first (at our discretion) charging for the cover provided from the date of commencement of the contract until the date of cancellation and any helpline costs incurred.

### CLAIMS ADDRESS

The person insured by the policy should report immediately (and in accordance with the policy terms and conditions during the period of insurance and no later than 30 days after the occurrence) any incident which may give rise to a claim under the policy. Failure to do so could mean that we decline to pay a claim under the policy. The telephone number for the reporting of a claim is contained within the policy schedule. A claim form will be dispatched for completion by the insured person and return to the address shown below. If you wish to make a claim in writing, this must be made in person by the Insured Person seeking cover under the policy issued.

Please note that we will not enter into dialogue or correspond with anyone other than the Insured Person or the Insured Person's personal representatives (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

**Claims Department**

Legal Insurance Management Ltd  
1 Hagley Court North  
The Waterfront  
Brierley Hill  
West Midlands  
DY5 1XF

**COMPLAINTS PROCEDURE**

In the event of a complaint arising under this Insurance, you should in the first instance write to the Managing Director of Legal Insurance Management Ltd at the above address.

If it is not possible to reach an agreement, you may have the right to make an appeal to the Financial Ombudsman Service. This applies if you are insured in a business capacity and have an annual turnover of less than £2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at: -

**Financial Ombudsman Service**

Exchange Tower  
London  
E14 9SR

**COMPENSATION SCHEME**

Great Lakes Reinsurance (UK)SE is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

## **GUNPLAN LEGAL COVER**

IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY. FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY YOUR CLAIM.

All potential claims must initially be reported to Our appropriate Claims Notification and Helpline Services detailed below:-

### **Legal Claims Notification & Advice Helpline Service – 01202 332970**

Operates 24 hours a day, 365 days a year.

This Helpline Service is only in respect of legal issues and cannot assist with any other insurance matter.

This is a policy where You must notify Us during the Period of Insurance and within 30 days of any circumstances which may give rise to any claim under this policy. Failure to do so could mean that We decline to pay a claim for Your Professional Fees.

If You can convince Us that there are reasonable prospects of being successful in Your claim and that it is necessary for Professional Fees to be paid We will:-

- take over the claim on Your behalf;
- appoint a specialist of Our choice to act on Your behalf.

We may limit the Professional Fees that We pay under the policy where:-

1. We consider it is unlikely a sensible settlement of Your claim will be obtained; or
2. there is insufficient prospects of obtaining recovery of any sums claimed; or
3. the potential settlement amount of Your claim is disproportionate compared with the time and expense incurred in pursuing or defending Your claim.

Where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which will then constitute the end of the claim under this policy.

If Legal Proceedings have been agreed by Us, You may at this stage decide to nominate and use Your own solicitor or indeed, You may wish to continue to use Our own specialists. If You decide to nominate Your own professional We must agree this in advance and You will be responsible for any Professional Fees in excess of those which Our own specialists would normally charge Us (Details are available upon request).

At conclusion of Your claim if You are awarded any costs (not Your damages), these must be paid to Us.

In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any Professional Fees incurred to date will become Your own responsibility and will be required to be repaid to the Insurer.

**Please note that if You engage the services of anyone prior to making contact with the appropriate Claims Notification and Advice Helpline Service and incur any costs without Our prior written approval these costs will not be covered by this insurance.**

If upon receipt of this policy You are unhappy with any of the requirements as stated above please advise Your insurance adviser immediately who subject to there being no claims on this policy will arrange a full refund of premium.

### **IMPORTANT POLICY INFORMATION**

All potential claims must initially be reported to the appropriate Claims Notification and Helpline Service.

#### **The Legal Claims Notification & Advice Helpline Service**

**01202 332970**

Operates 24 hours a day, 365 days a year.

Please note that the Legal Claims Notification & Advice Helpline service is not empowered to give advice on the admissibility of any claim under this policy.

If You wish to make a claim or You have a query relating to policy cover You should contact:

#### **Claims Department**

Legal Insurance Management Ltd  
1 Hagley Court North  
The Waterfront  
Brierley Hill  
West Midlands  
DY5 1XF

This is a 'Claims Made' policy. It only covers claims notified to Us during the Period of Insurance and within 30 days of any circumstance which may give rise to any claim. Failure to do so could lead Us to decline that claim.



## POLICY DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this policy.

**Agent** - The Agent appointed by the Coverholder to transact this insurance with You.

**Authorised Professional** - A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by Us under the terms and conditions of this policy to represent Your or an Insured Person's interests.

**Claim Limits** - The amount We will pay in respect of any one claim and the total amount payable within any one Period of Insurance as specified within the Schedule.

**Court** - A Court, tribunal or other competent authority.

**Event** - The initial Event, act or omission which sets off a natural and continuous sequence of Events that subsequently gives rise to a claim for Professional Fees and/or payment of a benefit under this policy.

**Excess** - The first amount of each and every claim as detailed on the Schedule or Insured Event.

**Insured Person** - The Policyholder named in the Schedule.

**Insurer** - This insurance is administered by Legal Insurance Management Limited & arranged by Ripe Insurance Services Limited & underwritten by UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No.SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ. UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

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**Legal Proceedings** - When formal Legal Proceedings are issued against an opponent in a Court of Law.

**Period of Insurance** - The Period of Insurance shown in the Schedule.

**Policyholder, You, Your** - The person or company who has paid the premium and is named in the Schedule as the Policyholder.

**Professional Fees** - Legal and accountancy fees and costs including disbursements properly incurred by the Authorised Professional, with Our prior written authority including costs incurred by another party for which You are made liable by Court Order, or may pay with Our consent in pursuit of a civil claim in the Territorial Limits arising from an Insured Event. Professional Fees will include VAT where it cannot be recovered.

**Prospects of Success** - At least a 51% chance of the Insured Person(s) achieving a favourable outcome

**Schedule** - The document which shows details of You and this insurance and is attached to and forms part of this policy.

**Standard Professional Fees** - The level of Professional Fees that would normally be incurred by Us in using a nominated Authorised Professional of Our choice.

**Territorial Limits** - The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

### Time of Occurrence

Civil Cases - when the Event occurred or commenced whichever is the earlier.

Criminal Cases - when You or an Insured Person commenced or is alleged to have commenced to violate the criminal law in question.

**We, Us, Our** - UK General on behalf of Great Lakes Reinsurance (UK)SE.

## COVER

You have paid the premium and supplied to Us a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

Upon payment of the policy Excess if applicable, We will pay Your claim in accordance with Our Standard Professional Fees and where requested by You any other Insured Person up to the Claim Limit subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured Event within the Territorial Limits where You notify Us during the Period of Insurance and within 30 days of the Time of Occurrence of the Event.

## INSURED EVENTS

### Section 1 – Certificate Appeals

#### What is Covered?

Professional Fees incurred in an appeal or representation to the relevant statutory or regulatory authority, Court, tribunal or other mandatory body following an act, or omission or alleged act or omission which leads to:-

- a) the suspending, revoking, curtailing, altering the terms of or refusing to renew Your firearm or shotgun certificate licence(s) provided to You in accordance with legislation current at the time of issue; or
- b) the failure to grant You a firearm or shotgun certificate or the failure to grant a variation to Your firearm or shotgun certificate.

### What is Excluded?

Excluding any Professional Fees that are a result of:-

1. Your conviction, trial or impending trial for any criminal act (including alcohol or drug related offences) or offence of breach of statutory regulations;
2. Your failure to advise the relevant authority of any circumstance or situation that has arisen that is required to be so notified under the conditions of holding a firearm or shotgun certificate;
3. You knowingly declaring incorrect or untrue information when applying, amending or renewing a firearm or shotgun certificate;
4. any professionally diagnosed medical condition, including mental health, or because of any medication that has been prescribed for You;
5. a written recommendation, statement or declaration from a qualified medical practitioner or from any other competent authority, including a government or local authority unless an Authorised Professional demonstrates to Us that there are reasonable Prospects of Success despite one or more of the above circumstances;
6. ownership or possession of a crossbow;
7. a change in firearms legislation.

### Section 2 – Criminal Prosecution Defence

#### What is Covered?

Professional Fees incurred in the defence of criminal Legal Proceedings brought against an Insured Person as a result of any act where they are:

- a) in possession of a firearm or shotgun without a certificate
  - i. for a firearm or shotgun which the Insured Person reasonably believed to be an antique and held it as a curiosity or ornament and not for use outside the terms of the firearms legislation for antiques;
  - ii. where the firearm or shotgun has been borrowed by the Insured Person under exemptions contained in the firearms legislation, provided that such a firearm is held on premises (including land covered by water) where the Insured Person had a right to be and with lawful permission to possess the firearm/s or shotgun/s.
- b) in possession of a prohibited firearm
  - i. which the Insured Person reasonably believed to be an antique and held it as a curiosity or ornament and not for use outside the terms of the firearms legislation for antiques.
- c) in breach of exemptions contained in the firearms legislation
  - i. where the firearm, shotgun or air weapon has been lent by the Insured Person under exemptions contained in the firearms legislation, provided that such a firearm, shotgun or air weapon was lent on premises (including land covered by water) where the Insured Person had a right to be and with lawful permission to possess and lend a firearm, shotgun or air weapon on those premises to another.
- d) the possession of an air weapon, shotgun or firearm in circumstances alleged to be contrary to an exemption contained in the firearms legislation.

#### What is Excluded?

Excluding:-

1. the defence of any offence of deliberate and wilful criminal acts or omissions;
2. a prosecution as a result of being a prohibited person under any of the firearms acts;
3. any professionally diagnosed medical condition, including mental health, or because of any medication that has been prescribed for You.

### GENERAL POLICY EXCLUSIONS

This insurance does not cover:

1. Professional Fees incurred:-
  - a) in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance;
  - b) where the Insured Person should have realised when purchasing this insurance that a claim under this insurance might occur;
  - c) before Our written acceptance of a claim;
  - d) before Our approval or beyond those for which We have given Our approval;
  - e) where You fail to give proper instructions in due time to Us or to the Authorised Professional;
  - f) where You are responsible for anything which in Our opinion prejudices Your case;
  - g) if You withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional, withdraw from the Legal Proceedings or the Authorised Professional refuses to continue to act for You;

- h) where You decide that You no longer wish to pursue Your claim as a result of disinclination. All costs incurred up until this stage will become Your responsibility;
  - i) in respect of the amount in excess of Our Standard Professional Fees where You have elected to use an Authorised Professional of Your own choice;
2. the pursuit continued pursuit or defence of any claim if We consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
  3. claims which are conducted by You in a manner different from the advice or proper instructions of Us or the Authorised Professional;
  4. appeals unless You notify Us in writing of Your wish to appeal at least six working days before the deadline for giving notice of appeal expires and We consider the appeal to have reasonable prospects of success;
  5. any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
  6. damages, fines or other penalties You are ordered to pay by a Court, tribunal or arbitrator;
  7. claims arising from Your deliberate act, omission or misrepresentation;
  8. any dispute relating to written or verbal remarks which damage Your reputation;
  9. Professional Fees arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to Your own requirements;
  10. Legal Proceedings outside the Territorial Limits and proceedings in constitutional international or supranational Courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights;
  11. a dispute which relates to any compensation or amount payable under a contract of insurance;
  12. a dispute with Us not dealt with under the Arbitration condition;
  13. any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property trade secrets or confidential information;
  14. an application for judicial review;
  15. any Professional Fees incurred in defending or pursuing new areas of law or test cases;
  16. any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products;
  17. any matter in respect of which an Insured Person is entitled to Legal Aid where Our liability shall be limited to the sum equal to any assessed income based contribution payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme where this applies;
  18. any professional Fees required to be paid by an Insured Person in excess of the pre-conviction assessed income based contribution under the Crown Court Means Testing scheme following conviction;
  19. any assessed income based contributions payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme which exceed the Claim Limit;
  20. any Professional Fees where the Insured Person fails to:
    - a) apply for a Representation Order under the Crown Court Means Testing scheme;
    - b) submit any required information under the Crown Court Means Testing scheme;
    - c) comply with the terms of the Representation Order;
    - d) use a representative that can act under the terms of a Representation Order under the Crown Court Means Testing Scheme;
  21. the defence of any action, enforcement, or recovery of sums payable against an Insured Person under the terms of or for a breach of the terms and conditions of a Representation Order under the Crown Court Means Testing scheme;
  22. any Professional Fees relating to Your alleged dishonesty or deliberate and wilful criminal acts or omissions other than as insured under Insured Event – Criminal Prosecution Defence;
  23. any dispute or prosecution involving a motor vehicle unless the dispute relates to a personal injury claim;
  24. any claim involving medical or clinical negligence or pharmaceutical or any relate claims (including but not limited to tobacco products).
  25. any claim arising from a stress or psychological related condition;
  26. disputes between an Insured Person and their family or a matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with an Insured Person's professional advisor;
  27. a claim falling within the Small Claims Track limits;
  28. any matter arising from or relating to any business or trading activity or venture for gain undertaken by an Insured Person including but not limited to any personal guarantee and investment in unlisted companies;



29. legal Proceedings between an Insured Person and a central or local government authority:-
- unless an Insured Person has suffered or could suffer pecuniary loss if the Legal Proceedings are not pursued or defended; or
  - concerning the imposition of statutory charges.
30. any Professional Fees incurred by the Insured Person in an appeal against the result of a failed air weapon kinetic energy test under any of the firearms legislation;
31. any claim arising from a professional activity in connection with being a firearms dealer or servant of a firearms dealer;
32. any claim arising from a failure to submit a required shotgun or firearm certificate renewal application or lateness in submitting a required shotgun or firearm certificate renewal application;
33. any claim arising from ownership or possession of prohibited weapons, except for any member who is employed as a Gamekeeper, Stalker or River Keeper (full time/part time/self-employed) during which cover applies whilst such persons are undertaking their occupational duties as a Gamekeeper, Stalker or River Keeper.
34. Electronic Data
- Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
- For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
- For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
- 35 Radiation
- Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- 36 Terrorism
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
- involves violence against one or more persons; or
  - involves damage to property; or
  - endangers life other than that of the person committing the action; or
  - creates a risk to health or safety of the public or a section of the public; or
  - is designed to interfere with or to disrupt an electronic system.
- This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.
- 37 War
- Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

## POLICY CONDITIONS

### Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy;
- to make sure that all information supplied as part of your application for cover is true and correct;
- tell us of any changes to the answers you have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that your policy is invalid and that it does not operate in the event of a claim.

### Observance

Our liability to make any payment under this policy will be conditional on You complying with the terms and conditions of this insurance.

## Claims

You must tell Us in writing within 30 days about any matter, which could result in a claim being made under this policy, and must obtain in writing Our consent to incur Professional Fees.

We will not enter into dialogue or correspond with anyone other than You (or with Your agreement an Insured Person) or Your or the Insured Person's personal representative (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

We will give such consent if You can satisfy Us that there are reasonable prospects of success in pursuing or defending Your claim and that it is necessary for Professional Fees to be paid and You have paid the Excess.

We may require (at Our discretion) You at Your expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or Legal Proceedings. If We subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim We decide that:-

1. Your Prospects of Success are insufficient;
2. It would be better for You to take a different course of action;
3. We cannot agree to the claim.

We will write to You giving Our reasons and We will not then be bound to pay any further Professional Fees for this claim.

We may limit any Professional Fees that We will pay under the policy in the pursuit continued pursuit or defence of any claim:-

1. If We consider it is unlikely a sensible settlement will be obtained; or
2. Where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
3. Where there are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which shall be deemed to represent full and final settlement under this policy providing that all the terms and conditions of this policy have been complied with.

In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any legal costs incurred to date will become Your own responsibility and will be required to be repaid to the Insurer.

UK General Insurance Ltd is an Insurers agent and in the matters of a claim act on behalf of the Insurer.

## Representation

We will take over and conduct in Your name the prosecution, pursuit, defence or settlement of any claim. The Authorised Professional nominated and appointed by Us will act on Your behalf and You must accept Our nomination.

If Legal Proceedings have been agreed by Us, You may nominate Your own Authorised Professional whose name and address You must submit to Us. In selecting Your Authorised Professional You shall have regard to the common law duty to minimise the cost for Your claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions.

Where You have elected to use Your own nominated Authorised Professional You will be responsible for any Professional Fees in excess of Our Standard Professional Fees.

## Conduct of Claim

1. You shall at all times co-operate with Us and give to Us and the Authorised Professional evidence, documents and information of all material developments and shall attend upon the Authorised Professional when so requested at Your own expense.
2. We shall have direct access at all times to and shall be entitled to obtain from the Authorised Professional any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and You shall give any instructions to the Authorised Professional which may be required for this purpose. You or Your Authorised Professional shall notify Us immediately in writing of any offer or payment into Court made with a view to settlement and You must secure Our written agreement before accepting or declining any such offer.
3. We will not be bound by any promise or undertaking given by You to the Authorised Professional or by either of You to any Court, witness, expert or agent or other person without Our agreement.

## Recovery of Costs

You should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay You all or any costs charges, fees, expenses or compensation You will do everything possible (subject to Our directions) to recover the money and hold it on Our behalf. If payment is made by instalments these will be paid to Us until We have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

## Fraud

We have the right to refuse to pay a claim or to void this insurance in its entirety if You make a claim which is in any respect false or fraudulent.

## Data Protection Act 1998

The data supplied by You will only be used for the purposes of processing Your policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which We have mentioned herein.

You are entitled upon the payment of an administration fee to inspect the personal data which We are holding about You. If You wish to make such an inspection, You should contact Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands DY5 1XF.

We may respond to enquiries by the Police concerning Your policy in the normal course of their investigations. Where it is necessary to administer Your policy effectively or to protect Your interests or for fraud prevention and detection purposes, We may disclose data You have supplied to other third parties such as solicitors, other insurers, law enforcement agencies, etc.

#### **Due Care**

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by Us.

#### **Cancellation**

We hope You are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with Your requirements, please return it to Your Agent within fourteen (14) days of issue and We will refund Your premium provided You have not submitted a claim.

The Insurer shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to the Insured Person at their last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms & conditions

Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

#### **Acts of Parliament**

Any reference to Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

#### **Arbitration**

Any dispute between You and Us, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom we both agree. If we cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

#### **Contracts (Rights of Third Parties) Act 1999**

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

#### **Notices**

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

#### **Claims Notification and Advice Helpline Service**

The Legal Advice Helpline Service provides advice on any legal problem affecting the Policyholder.

All potential claims must be reported initially to the Claims Notification and Advice Helpline for advice and support or via the website.

#### **Legal Claims Notification & Advice Helpline Service Number: 01202 332970**

We will not accept responsibility if the Claims Notification and Advice Helpline Services fail for reasons beyond Our control.

#### **Law**

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

#### **Complaints Procedure**

In the event of a complaint arising under this insurance, You should in the first instance write to: -

The Managing Director  
Legal Insurance Management Ltd  
1 Hagley Court North  
The Waterfront  
Brierley Hill  
West Midlands  
DY5 1XF

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service. This also applies if You are

insured in a business capacity and have an annual turnover of less than £2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:-

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Tel: **0300 123 9123** or **0800 023 4567**

**[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about Your statutory rights contact Your local Authority Trading Standards Service or Citizens Advice Bureau.

### **Compensation Scheme**

Great Lakes Reinsurance (UK)SE is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).



The Royals, Altrincham Road, Manchester M22 4BJ

**Tel:** 08000 92 72 73

**email:** [admin@gunplan.co.uk](mailto:admin@gunplan.co.uk)

**[www.gunplan.co.uk](http://www.gunplan.co.uk)**

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