



# **Legal Expenses Insurance**

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## Introduction

Thank **you** for choosing to insure with **us**. Please read carefully all documents that **we** have provided, together with any addendum, endorsements and the **schedule**.

If something's not right, **you** have any questions, need anything explained or believe this contract does not meet **your** needs, please contact **your** insurance agent immediately. If **you** are unhappy with the terms and wish to cancel the policy, please contact **your** insurance agent within 14 days from the date of purchase, and a full refund of premium will be arranged. This is subject to there being no claims made under this policy.

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## Making a Claim

As soon as **you** have a problem that **you** may require assistance with under this insurance, **you** should telephone Blackmore Borley on 020 7929 4616, who will provide **you** with details on how to submit **your** claim to **us**.

To submit a claim directly to **us**, you can request a claim form by emailing [claims@arclegal.co.uk](mailto:claims@arclegal.co.uk) or by visiting [claims.arclegal.co.uk](https://claims.arclegal.co.uk).

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## Terms of Cover

This policy is written on a 'Claims Made' basis, which means it's important to let **us** know about any potential claims within 30 days and during this **period of insurance**. As a consequence, please note all cover therefore ceases upon expiry of this policy.

Please see the Policy Conditions section of this document, which sets out how **we** will assess **your** claim, **your** obligations to **us** under the policy and how **we** will handle **your** claim.

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## Meaning of Words

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

|                                   |  |
|-----------------------------------|--|
| <b>Authorised Professional</b>    | A solicitor, counsel, claims handler, mediator, accountant or other appropriately qualified person appointed and approved by <b>us</b> under the terms and conditions of this policy to represent <b>your</b> interests.   |
| <b>Civil Legal Action</b>         | When formal legal proceedings are taken against an opponent in a <b>Court</b> of Law.  |
| <b>Claim Limits</b>               | The maximum amount payable in respect of any one claim is £250,000, and the total amount payable within any one <b>period of insurance</b> is £250,000.  |
| <b>Costs</b>                      | <b>Your authorised professional's</b> fees, <b>costs</b> and disbursements which <b>we</b> have agreed or the <b>costs</b> of any other people involved in the legal proceedings if <b>you</b> have to pay those <b>costs</b> . This includes <b>costs</b> following an 'out-of-court' settlement to which <b>we</b> have agreed. This does not include any damages, fines or penalties <b>you</b> have to pay.  |
| <b>Court</b>                      | A <b>Court</b> , tribunal or other competent authority.  |
| <b>Criminal Legal Action</b>      | When a criminal investigation against <b>you</b> commences.  |
| <b>Event</b>                      | The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or <b>events</b> that are related by cause or time.   |
| <b>Excess</b>                     | The first amount of each and every claim as detailed in the <b>schedule</b> or insured <b>event</b> .  |
| <b>Home</b>                       | <b>Your</b> principal, private dwelling.   |
| <b>Insurer</b>                    | This insurance is jointly administered by Arc Legal Assistance Ltd and Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc.  |
| <b>Period of Insurance</b>        | The dates as shown on <b>your schedule</b> .   |
| <b>Policyholder, You, Your</b>    | The person who has purchased this policy and is named in the schedule as the policyholder.   |
| <b>Prohibited Person</b>          | <p>A person who has been sentenced to imprisonment, detention or corrective training for a period of three years or more and who is therefore permanently prohibited from having any firearms (including air weapons) or ammunition in their possession for life.</p> <p>A person sentenced to imprisonment, detention or corrective training for a period of over three months but less than three years is prohibited from possessing firearms and ammunition for five years from the date of their release.</p> |
| <b>Prospects of Success</b>       | At least a 51% chance of <b>you</b> achieving a favourable outcome.  |
| <b>Schedule</b>                   | The document which details <b>your</b> personal information for the purposes of this insurance and is attached to and forms part of this policy.   |
| <b>Standard Professional Fees</b> | The level of <b>costs</b> that would normally be incurred by <b>us</b> in using an <b>authorised professional</b> of <b>our</b> choice.  |
| <b>Territorial Limits</b>         | The United Kingdom (meaning England, Scotland and Wales).  |
| <b>Terrorism</b>                  | The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.  |
| <b>Time of Occurrence</b>         | <p>Civil Cases – date upon which the <b>event</b> first occurred.</p> <p>Criminal Cases – the time at which <b>you</b> are charged with an offence.</p>  |
| <b>We, Us, Our</b>                | Arc Legal Assistance Ltd, Legal Insurance Management Ltd and Royal & Sun Alliance Insurance plc.   |

## Cover

We will provide the cover detailed in the Insured Events section of this policy, subject to the terms, conditions and limitations shown below or amended in writing by us during the period of insurance.

## Insured Events

| Certificate Appeals  |   |
|--|---|
| What is Covered?   | What is Excluded?   |
| <p><b>Costs</b> for an appeal or representation to the relevant police licensing authority, <b>Court</b> or other mandatory body following in relation to:</p> <ul style="list-style-type: none"><li>- Refusal to grant you a shotgun or firearm certificate</li><li>- Refusal to renew your shotgun or firearm certificate;</li><li>- Revocation of or refusal to vary your firearm certificate;</li><li>- Partial revocation of your firearm certificate;</li><li>- Revocation of your shotgun certificate;</li><li>- Imposition of conditions upon your firearms certificate and/or the refusal to vary conditions imposed on your firearm certificate.</li></ul> | <p>Any claim arising from or in connection with:</p> <ol style="list-style-type: none"><li>1. A previous refusal of a certificate application (new or renewal) in the last 2 years</li><li>2. A criminal conviction in the last 2 years or pending criminal charge against you for:<ol style="list-style-type: none"><li>a. violence</li><li>b. offences against the person</li><li>c. drug/alcohol related offences</li><li>d. a driving offence resulting in a disqualification</li></ol></li><li>3. An action under the Mental Health Act 1983 or Mental Health Act 2007 unless a recommendation, statement or declaration from a qualified medical practitioner demonstrates to <b>us</b> that there are reasonable prospects of success.</li><li>4. You being or are alleged to be a <b>prohibited person</b> under any firearms legislation</li><li>5. Ownership or possession of a crossbow</li><li>6. Where you have knowingly declared incorrect or untrue information when applying, amending or renewing a firearm or shotgun certificate.</li></ol> |

| Criminal Prosecution Defence.   |  |
|---|--|
| What is Covered?  | What is Excluded?  |
| <p><b>Costs</b> to defend <b>criminal legal action</b> taken against <b>you</b> in relation to</p> <ul style="list-style-type: none"><li>- Possession of a firearm or shotgun without a certificate;</li><li>- Breach of exemptions contained in Firearms Legislation;</li><li>- The possession of an air rifle, shotgun or firearm in circumstances alleged to be contrary to an exemption contained in Firearms Legislation.</li></ul> <p>If the appointed solicitor holds a legal aid (or equivalent) contract it must be utilised. Where such assistance is granted, <b>costs</b> will be limited to a sum equal to any pre-verdict contribution payable by <b>you</b>.</p> | <p>Any claim arising from or in connection with:</p> <ol style="list-style-type: none"><li>1. An action under the Mental Health Act 1983 or Mental Health Act 2007 unless a recommendation, statement or declaration from a qualified medical practitioner demonstrates to <b>us</b> that there are reasonable prospects of success.</li><li>2. A prosecution where you are or are alleged to be a <b>prohibited person</b> under any firearms legislation</li><li>3. <b>Costs</b> required to be paid by <b>you</b> in excess of any assessed contribution.</li><li>4. Any legal aid (or equivalent) contribution or <b>costs</b> payable post-verdict.</li><li>5. <b>Costs</b> to defend any action, enforcement or recovery of sums payable against <b>you</b> under the rules of any legal aid (or equivalent) scheme.</li></ol> |



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## General Exclusions

1. **Costs** incurred:
    - a. In respect of any **event** where the **time of occurrence** commenced prior to the commencement of this insurance.
    - b. Where **you** are aware of a circumstance that may give rise to a claim when purchasing this insurance.
    - 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 **or**, 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 excess of **our standard professional fees** where **you** have elected to use an **authorised professional** of **your** own choice.
  2. Any claim if **we** consider it is unlikely a favourable settlement will be obtained, or where the likely settlement is disproportionate compared with the time and **costs** incurred.
  3. Claims where **you** fail to follow the advice or proper instructions of **us** or the **authorised professional**.
  4. Claims relating to the holding by you of a firearm which is subject to or alleged to be subject to, section 5 of the Firearms Act 1968 (as amended) or which is held for the purposes of humane dispatch.
  5. Appeals where **you** have failed to notify **us** in writing of **your** wish to appeal at least six working days before the deadline for giving notice.
  6. Any **costs** and expenses that could have been recovered under any other insurance or from a Trade Union, public body or employer.
  7. **Costs** arising from computer software tailored by the supplier to **your** own requirements.
  8. Legal action outside the **territorial limits**, and/or proceedings in constitutional, international or supranational courts or tribunals including the European Courts of Justice and the Commission and **Court** of Human Rights.
  9. Any dispute relating to written or verbal remarks which damage **your** reputation, unless appropriately covered under Social Media Defamation.
  10. Any disputes involving a contract of insurance.
  11. Any disputes with **us** not dealt with under the arbitration condition.
  12. Any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property trade secrets or confidential information.
  13. An application for judicial review or any **costs** incurred in new areas of law or test cases.
  14. Any **costs** relating to **your** alleged dishonesty, deliberate or wilful act, omission or misrepresentation.
  15. Any dispute or prosecution involving allegations of negligence made against you in connection with the use of a motor vehicle or allegations of any criminal offence made against you in connection with your use of a motor vehicle.
  16. Any matter in respect of which you are entitled to legal aid (or equivalent), our liability shall be limited to the sum equal to any assessed contribution payable by you.
  17. Any matter arising from or relating to any business, trading activity or venture for gain save for unless you are employed as a gamekeeper, part time gamekeeper, registered firearms dealer or agent thereof or in some other circumstances utilise your firearms for the purposes of lawful remuneration.
  18. Any legal action between **you** and a central or local government authority or any third party acting on their behalf unless **you** have suffered or could suffer pecuniary loss or concerning the imposition of statutory charges.
  19. Any claim that could've been accepted or rejected under a previous or new legal expenses policy for the reason of this policy being written on a different claims notification basis.
  20. Any claim arising from or relating to a class action.
  21. Any direct or indirect liability, loss or damage caused:
    - a. to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
    - b. by computer viruses.This does not apply to legal proceedings connected with claiming compensation following **Your** death or bodily injury.
  22. Any claim or expense of any kind caused directly or indirectly by:
    - a. ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
    - b. the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
  23. Any loss or damage caused by any sort of war, invasion or revolution.
  24. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
  25. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **terrorism**.
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## Policy Conditions

### Notifying Us

If anything happens which could lead to a claim under this policy, **you** must let **us** know as soon as possible by submitting a claim form and providing **us** with all the information **we** may need. Until **you** have let **us** know about the claim and **we** have provided acceptance in writing, **we** will not be responsible for any **costs**, nor will **we** cover any **costs** that were incurred before **we** accepted the claim.

It's important to remember that **you** must notify claims in writing directly to Arc Legal Assistance Ltd. Informing any of **our** Advice Helplines does not constitute as notification of a claim.

### Claims Decision

The decision to accept **your** claim will take into account the advice of the **authorised professional**, as well as **our** own claims handlers. **We** may require, at **your** expense, an opinion of an expert or counsel on the merits of **your** claim. If the claim is subsequently admitted **your costs** in obtaining such an opinion and providing such advice will be reimbursed under this insurance.

**Your** claim will be accepted if all of the following apply:

1. The position has not been prejudiced.
2. **We** have assessed **your** claim and deem it to have **prospects of success**.
3. It's likely a sensible settlement will be obtained and is proportionate with the time and **costs** incurred in dealing with **your** claim.
4. The **event** and action required are covered by this insurance under the Insured **Events** section. The **event** must have happened within the **territorial limits** and during the **period of insurance**.
5. **You** have kept to the terms and conditions of this policy and none of the exclusions listed under the General Exclusions section apply.

After receiving **your** claim or during the course of it **we** may find:

1. **Your prospects of success** are insufficient.
2. There is a more suitable course of action.
3. **We** cannot agree to the claim.

In these circumstances, **we** may not continue to support **your** claim and will tell **you** why in writing.

**We** may also limit the **costs** that **we** pay under the policy for **your** claim in the following circumstances:

1. **We** consider it is unlikely a favourable settlement will be obtained.
2. The likely settlement is disproportionate with the time and expenses necessary to achieve it.
3. 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** discretion, pay to **you** the amount in dispute which will represent full and final settlement under this policy providing **you** have complied with all terms and conditions.

If **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any **costs** incurred to date will become **your** own responsibility and will need to be repaid to **us**.

### Representation

If **your** claim is accepted, **we** will take over and conduct the prosecution, pursuit, defence or settlement on **your** behalf. **We** will also select an **authorised professional** of **our** choice to act on **your** behalf.

If legal action is agreed by **us**, **you** can continue to use the **authorised professional** **we** have selected. However, **you** are also entitled to nominate an **authorised professional** of **your** choice, although this must be agreed with **us** in advance, confirmed in writing and **you** will be responsible for any **costs** in excess of **our standard professional fees**. **You** will need to satisfy **us** that **your** chosen representative has the appropriate experience and skills to represent **you**, and **you** shall have a duty to minimise the **costs** of legal action.

Any dispute arising from or in relation to the **authorised professional** shall be referred in arbitration in accordance with the policy conditions.

### Conduct of Claim

1. It's important to co-operate with **us** at all times. **You** must give **us** and the **authorised professional** all the information and help required. This will include a truthful account of **your** case, any paperwork requested and information on all material developments.
2. **We** will have direct access to the **authorised professional** at all times. **We** shall also be entitled to (at no cost to **us**) obtain 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.
3. **You** or the **authorised professional** must notify **us** immediately in writing of any offer or payment into **court**, made with a view to settlement, and **you** must await **our** written agreement before accepting or declining any such offer.
4. **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, agent or any other person without **our** agreement.

### 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**.

### 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

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to the police or fraud prevention agencies. **We** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. In these circumstances, **you** will not be entitled to any refund of premium or benefit under the policy. **We** may also take legal action against **you** and inform the appropriate authorities.

### Arbitration

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

### Royal & Sun Alliance Insurance plc Privacy Policy

**Your** privacy is important to **us** and **we** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **we** use the information **we** collect about **you** and how **you** can exercise **your** data protection rights. **You** can view **our** full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If **you're** unable to access the link or have any questions or comments about **our** privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax HX3 5WA.

**You** can also email **us** at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

### Legal Insurance Management Ltd Privacy Notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer **your** insurance policy and meet **our** contractual requirements under the policy.

It is important to LIM that **you** are clear on what information **we** collect and why **we** collect it. **You** can withdraw **your** consent at any point by notifying LIM, however if **you** have an on-going claim this may affect continued cover under **your** policy. Should **your** data need updating, this can also be done at any point by contacting LIM.

To view **our** full privacy notice, **you** can go to <https://www.legalim.co.uk/Policyholder-privacy-notice> or request a copy by emailing **us** at [dataprotection@legalim.co.uk](mailto:dataprotection@legalim.co.uk). Alternatively, **you** can write to **us** at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands DY5 1XF.

### Arc Legal Assistance Ltd Privacy Notice

Arc Legal Assistance are committed to protecting and respecting **your** privacy in accordance with the current data protection legislation. For more information, please visit [www.arclegal.co.uk](http://www.arclegal.co.uk)

### 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.

### Cancellation

If **you** decide this policy does not meet **your** insurance needs, please return it to **your** agent within 14 days from the date of purchase. Providing that no claims have been made, **we** will refund **your** premium in full. **You** may cancel **your** policy at any time after the first 14 days by informing **your** agent, although no refund of premium will be payable.

**We** may at any time cancel **your** insurance by giving 14 days' notice in writing where there is a valid reason for doing so.

### Act of Parliament

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

### Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless **your** 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.

## Complaints Procedure

In the event of a complaint arising under this insurance, **you** should in the first instance contact Legal Insurance Management Ltd.



Write to **us** at:

Arc Legal Assistance Ltd  
c/o 1 Hagley Court North  
The Waterfront  
Brierley Hill  
West Midlands  
DY5 1XF



Email **us** at:

[customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)



Call **us** on:

01384 377 000

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 may also apply if **you** are insured in a business capacity. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR.

Tel: 0300 123 9 123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@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

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.