

MASTER POLICY WORDING

1st August 2022 - 31st July 2023



LEGAL EXPENSES

POLICY SCHEDULE

Policy Type Country Cover Licence Revocation Professional Fees
Policy Holder Country Cover Ltd T/A Country Cover Club (C3)
Address 59 Kimbolton Road, Highamferrers, Northamptonshire, NN10 8DU

Period of Insurance **Reason for Issue of Schedule:** Renewal
From: 01/08/2022
To: 31/07/2023

Claim Limits

£100,000 Any one incident any one member
£250,000 Any one period of insurance

Policy Sections

Licence Revocation (Section 1):
Criminal Prosecution Defence (Section 2):

Policy Sections Operative

Yes
Yes

Excess Applying

£0
£0

IMPORTANT

- All potential claims must initially be reported to the Claims Helpline Service.
- If you are in any doubt about taking a course of action which could affect your legal position, contact should be made with the appropriate Claims Helpline shown below for advice and guidance prior to taking any action.

Signed on behalf of the Insurers & Legal Insurance Management Ltd

Date: 01/08/2022

This policy is fully administered on behalf of the Insurers by:

Arc Legal Assistance Ltd
The Gatehouse
Lodge Park
Lodge Lane
Colchester
CO4 5NE

C³ LEGAL EXPENSES INSURANCE

Master Policy Wording

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.

Assistance Helpline Services

You can contact one of **our** helplines to obtain legal advice and guidance. **We** will not accept responsibility if any of the helpline services fail for reasons beyond **our** control.

Legal Advice Helpline

This helpline operates 24/7, 365 days a year and can provide advice on legal matters. Please note, this helpline service is not empowered to give advice on the admissibility of a claim under this policy. If **you** wish to make a claim, the helpline can provide **you** with a form that should be submitted directly to Arc Legal Assistance Ltd.

Making a Claim

If **you** wish to make a claim, it's important to let **us** know as soon as possible and during the **period of insurance**. **You** can obtain and submit a claim form to **us** by using one of the contact methods below.



Call the Legal Advice Helpline
who will be able to provide **you**
with a claim form.

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.

Meaning of Words

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

Authorised Professional	A solicitor, counsel, claims handler, mediator, accountant or other appropriately qualified person appointed and approved by us under the terms and conditions of this policy to represent your interests.
Civil Legal Action	When formal legal proceedings are taken against an opponent in a Court of Law.
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 in the schedule .
Costs	Your authorised professional's fees, costs and disbursements which we have agreed or the costs of any other people involved in the legal proceedings if you have to pay those costs. This includes costs following an 'out-of-court' settlement to which we have agreed. This does not include any damages, fines or penalties you have to pay.
Court	A Court , tribunal or other competent authority.
Criminal Legal Action	When a criminal investigation against you commences.
Event	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 events that are related by cause or time.
Excess	The first amount of each and every claim as detailed in the schedule or insured event .
Home	Your principal, private dwelling.
Insurer	This insurance is administered by Arc Legal Assistance Ltd
Period of Insurance	The dates as shown on your schedule .
Policyholder	The organisation shown in the policy schedule that has purchased this policy on your behalf.
Prospects of Success	At least a 51% chance of you achieving a favourable outcome.
Schedule	The document which details your personal information for the purposes of this insurance and is attached to and forms part of this policy.
Standard Professional Fees	The level of costs that would normally be incurred by us in using an authorised professional of our choice.
Territorial Limits	The United Kingdom (meaning England, Scotland, Northern Ireland and Wales), Channel Islands and Isle of Man.
Terrorism	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.
Time of Occurrence	Civil Cases – date upon which the event first occurred. Criminal Cases – the time at which you are charged with an offence.
We, Us, Our	Arc Legal Assistance Ltd
You, Your	A current subscribing member of the policyholder .

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

Licence Revocation	
What is Covered?	What is Excluded?
<p>Costs for an appeal or representation to the relevant statutory or regulatory authority, Court or other mandatory body following:</p> <ol style="list-style-type: none">1. 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.2. The failure to grant you a firearm or shotgun certificate, or the failure to grant a variation to your firearm or shotgun certificate.	<ol style="list-style-type: none">1. Any claim relating to your conviction, trial or impending trial for any criminal act, offence or breach of statutory regulations.2. Any claim relating to 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. Where you have knowingly declared incorrect or untrue information when applying, amending or renewing a firearm or shotgun certificate.4. Any claim relating to a professionally diagnosed medical condition, including mental health, or because of any medication that has been prescribed for you.5. Any claim relating to alcohol or drug abuse.6. 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.

Criminal Prosecution Defence – Alleged Abuse	
What is Covered?	What is Excluded?
<p>Costs to defend criminal legal action taken against you in relation to an alleged breach of firearms legislation.</p> <p>Where a legal aid (or equivalent) scheme is available to you it must be utilised. Where such assistance is granted, costs will be limited to a sum equal to any pre-verdict contribution payable by you.</p>	<ol style="list-style-type: none">1. Costs required to be paid by you in excess of any assessed contribution.2. Any legal aid (or equivalent) contribution or costs payable post-verdict.3. Any costs where you fail to co-operate with the appropriate Legal Aid (or equivalent) Scheme, including using a representative that cannot act under any such scheme.4. Costs to defend any action, enforcement or recovery of sums payable against you under the rules of any legal aid (or equivalent) scheme.

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. 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.
 5. Any costs and expenses that could have been recovered under any other insurance or from a Trade Union, public body or employer.
 6. Costs arising from computer software tailored by the supplier to **your** own requirements.
 7. 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.
 8. Any dispute relating to written or verbal remarks which damage **your** reputation, unless appropriately covered under Social Media Defamation.
 9. Any disputes involving a contract of insurance.
 10. Any disputes with **us** not dealt with under the arbitration condition.
 11. Any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property trade secrets or confidential information.
 12. An application for judicial review or any costs incurred in new areas of law or test cases.
 13. Any costs relating to **your** alleged dishonesty, deliberate or wilful act, omission or misrepresentation.
 14. Any dispute or prosecution involving a motor vehicle unless the dispute relates to a claim under Motor Personal Injury or Vehicle Identity Theft.
 15. Any dispute between **you** and **your** family or a matrimonial or co-habitation dispute unless the dispute is with **your** professional advisor other than appropriately covered under Probate.
 16. Any claims falling within the Small Claims Track unless appropriately covered under Consumer Disputes.
 17. 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.
 18. Any matter arising from or relating to any business, trading activity or venture for gain.
 19. 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.
 20. 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.
 21. Any claim arising from or relating to a class action.
 22. 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.
 23. 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 or nuclear fuel; or
 - b. the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
 24. Any loss or damage caused by any sort of war, invasion or revolution.
 25. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
 26. 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.

Arc Legal Assistance Privacy and Data Protection Notice

1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit www.arclegal.co.uk

2. How We Use Your Personal Data and Who We Share it With

We may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** Privacy Statement, which is available to view on the website address detailed above.

4. Disclosure of Your Personal Data

We may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. Your Rights

You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

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. Providing that no claims have been made, whether accepted or declined, a refund will be issued on a pro-rata basis.

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. 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 contact Arc Legal Assistance Ltd.



Write to us at:

Arc Legal Assistance Limited
PO Box 8921
Colchester
CO4 5NE



Email us at:

customerservice@arclegal.co.uk



Call us on:

01206 615000

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

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

The Financial Services Compensation Scheme (FSCS) 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.

The information presented in this document consists of extracts from master policy wordings for Legal Expenses policies effected by Country Cover Club (C³) (Country Cover Limited). This is provided for general information and guidance only.

C³ members do not have a direct 'Insured to Insurer/Underwriter' relationship with the underwriters of C³'s Master Policies. All claims should be notified to C³ in writing to info@ccc3.co.uk.

C³ works closely with our underwriters to constantly improve the Benefits we offer to members and, as such, the Insured Activities list is regularly updated. For a full and up to date Insured Activities list, please refer to the C³ website.

C³ offers its members a wide range of benefits, of which insurance is one, for the full selection of benefits available to members please visit the C³ website.

C³ reserves the right to add, amend or remove Membership benefits at any time, without prior notice or consultation.

Country Cover Ltd

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