



Legal Expenses Insurance Policy Wording

Policy Wording

This **Policy** is a contract between **BASC** and **Antares Managing Agency Limited** (hereafter referred to as **Us, Our, We**).

Provided the premium specified in the **Insurance Schedule** has been paid in the required manner, **We** shall provide the insurance specified in this **Policy** (which includes any attached **Endorsements**) and **Insurance Schedule** during the **Period of Insurance**.

INSURANCE SCHEDULE

Policyholder	The British Association for Shooting and Conservation
Address	Marford Mill, Chester Road, Rossett, Wrexham LL12 0HL
Business Description	National representative body for shooting sports
Period of Insurance	1 st July 2018 to 30 th June 2019 (both dates included)
Sections of Cover	A. Certificate Appeals B. Criminal Prosecution Defence
Limits of Our Liability	£250,000 Any One Claim and in the Aggregate (per member)
Territorial Limits	United Kingdom of Great Britain and Northern Ireland, Isle of Man and the Channel Islands
Excess	All Sections – Nil Any One Claim
Co-insurance	All Sections – Nil Any One Claim

Underwritten by Antares Underwriting Syndicate 1274 at Lloyd's of London

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Important Information

This document and the **Insurance Schedule** attached form this **Policy**. This document sets out the conditions of the insurance between **BASC** and **Us**. Please read this **Policy** carefully. It is important that:

- **You** check that the information **You** have given **Us** is accurate
- **You** notify **Us** as soon as practicable of any inaccuracies in the information that **You** have provided to **Us**
- **You** comply with **Your** duties under each Section of Cover and under the terms and conditions of this **Policy** as a whole

Privacy Notice

Who we are

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

Basic information

We collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

In certain circumstances, **We** may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about **Your** health and any criminal convictions **You** may have). Where **We** need **Your** consent, **We** will ask **You** for it separately. You do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect our ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law. We will never sell any personal information **You** provides us.

Other people's details You provide to Us

Where **You** provide **Us** or **Your** agent or broker with details about other people, **You** must provide this notice to them.

Want more details?

For more information about how **We** use **Your** personal information please see our full privacy notice(s), which is available online on our website(s) or in other formats on request.

Contact Details

You have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of our full privacy notice(s), please contact **Us**, or the agent or broker that arranged **Your** insurance who will provide **You** with **Our** contact details at:

Antares Managing Agency Ltd
21 Lime Street
London
EC3M 7HB

Phone: +44 (0)20 7959 1900
Email: compliance2@antaresunderwriting.com

How to Make a Claim

If **Your** dispute needs to be dealt with as a potential **Claim** under this **Policy**, telephone the Firearms Department of **BASC** on **01244 573010**. They will first try and resolve **Your** dispute and collate all the facts in preparation for a potential **Claim**. **BASC** will provide **You** with AIM Risk Services contact details to enable **You** to make a **Claim**. AIM Risk Services will issue **You** a claim form. On receipt of **Your** claim form **We** will arrange for the **Preferred Law Firm** to lodge **Your** appeal with the Crown Court to protect **Your** position whilst the potential **Claim** is assessed by **Our** Claims Department. **BASC** will not be able to tell **You** whether **Your Claim** is covered. If **You** incur legal costs before **We** have agreed **Your Claim** in writing, **We** will not pay the costs incurred.

Fraudulent Claims

If **You** or any other person acting on **Your** behalf make any request for payment under this **Policy** knowing it to be fraudulent or false through concealment, misstatement or deliberative provision of false information, in any respect or if **You** ought reasonably in the circumstances to know it to be fraudulent or false, or where there is collusion between any parties to any dispute or legal proceedings for which **Legal Expenses** cover under this **Policy** is being requested, then **We** will cancel this **Policy** and not refund any premium to **You**. **We** shall be entitled to recover any **Legal Expenses** previously paid that were fraudulent or false.

Cancellation

BASC may cancel this **Policy** at any time by providing **Us** with written notice, either directly or through their Insurance Intermediary who arranged this **Policy**. If there has not been a **Claim**, **We** will refund the premium **BASC** have paid to **Us** less the amount of premium which relates to the time period under which **BASC** have been covered under this **Policy** to their Insurance Intermediary. **BASC** should contact their Insurance Intermediary to obtain this refund. Their address and telephone number will appear on their correspondence to **BASC**.

We may cancel this **Policy** by giving thirty (30) days written notice to **BASC** at their last known address and to their Insurance Intermediary. **We** will only do this for a valid reason, for example:

- Failure to pay the premium; or
- Non-cooperation or failure to supply information or documentation upon request; or
- A change in risk occurring such that **We** are no longer able to provide **You** with insurance cover; or
- If **BASC** are placed in liquidation, receivership or administration or bankruptcy or if any application is made to the Court or meeting convened for any these purposes

Complaints and Compensation

We are dedicated to providing **You** with a first class service and **Our** wish is to ensure that all aspects of **Your** insurance are dealt with promptly, fairly and efficiently at all times. If **You** feel that **We** have not offered a first class service or **You** have any questions or concerns about this **Policy** or the handling of **Your** claim, in the first instance please contact:

Compliance Department
Antares Managing Agency Limited
21 Lime Street
London
EC3M 7HB

Tel: +44 (0) 20 7959 1900
Email: compliance2@antaresunderwriting.com

If **You** are an Eligible Complainant, **You** may refer the matter at any time to the Complaints Department at Lloyd's. To determine if **You** are an Eligible Complainant or to refer a complaint to Lloyd's, **You** may contact them at:

Complaints
Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent
ME4 4RN

Telephone: +44 (0) 20 7327 5693
Fax: +44 (0) 20 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available on the above website and address.

If **You** are an Eligible Complainant and remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may refer **Your** complaint to the Financial Ombudsman Service (FOS). The contact details for the Financial Ombudsman Service is:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: +44 (0) 800 023 4567
+44 (0) 300 123 9123
Fax: +44 (0) 20 7964 1001
E-mail: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

The FOS is an independent service for settling disputes between consumers and businesses providing financial services. **You** can find more information on the FOS at the website above.

Following the complaints procedure with the FOS does not affect **Your** rights to take legal action. Further details will be provided at the appropriate stage of the complaints process.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** are unable to meet **Our** obligations under this **Policy**. If **You** are entitled to compensation under the scheme, the level and extent of the compensation will depend on the nature of this **Policy**.

Further information about the scheme is available from the Financial Services Compensation Scheme at the following address or website:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU

Telephone: +44 (0) 20 7741 4100
Website: www.fscs.org.uk

Definitions – Words with Specific Meanings

Wherever words or phrases appear in **bold** type in this **Policy**, they will have the specific meanings described in this Definitions Section, unless otherwise shown in any Sections of Cover that apply as specified in the **Insurance Schedule**. Any words used in this **Policy** that are in the singular shall include the plural and vice versa.

Any One Claim

All **Claims** or possible **Claims** arising from the same original cause, event or circumstance.

Appointed Representative

A lawyer or other appropriately qualified person appointed to act for **You** in accordance with the terms of this **Policy**.

BASC

The British Association for Shooting and Conservation.

Claim

A claim under this **Policy** for **Legal Expenses**.

Endorsement

Any changes to the terms and conditions of the **Policy** or **Insurance Schedule** which form part of this insurance contract.

Firearms Legislation

Firearms Act 1968, Firearms (Amendment) Act 1988, Firearms (Amendment) Act 1997, The Firearms (Dangerous Air Weapons) Rules 1969, The Firearms (Dangerous Air Weapons) (Scotland) Rules 1969, The Firearms (Northern Ireland) Order 2004, Firearms Act 1947 (Isle of Man), Firearms (Dangerous Air Weapons) Rules 1969 (Isle of Man), Shotguns, Air weapons and Cross-bows Act 1994 (Isle of Man), Firearms Guernsey Law 1998, The Firearms Ordinance 1987, The Firearms (Jersey) Law 2000, The Firearms (Excepted Air Weapons) (Jersey) Order 2001, The Firearms (Sark) Law, 2001 and The Dangerous Weapons (Alderney) Ordinance 1965 and any additional or related legislation concerning the use, possession or ownership of firearms and shall include any subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within the **Territorial Limits**.

Insurance Schedule

The document showing details of the cover **BASC** have purchased.

Legal Expenses

Any professional fees, expenses and other disbursements (but excluding any fees or expenses arising from medical assessments or reports) reasonably incurred by the **Appointed Representative** with **Our** prior written consent; and any costs incurred by other parties for which **You** are held liable in Court or tribunal proceedings to pay these costs including if **You** withdraw from a certificate appeal with **Our** prior written consent or **You** become liable to pay these costs under a settlement made with another party with **Our** prior written consent but excluding any costs which **You** may be ordered to pay by a Court of criminal jurisdiction.

Limits of Our Liability

Our maximum liability under this **Policy** is limited to the amounts specified in the **Insurance Schedule** for:

- **Any One Claim**; or
- All **Claims** notified during the **Period of Insurance**.

Period of Insurance

As specified in the **Insurance Schedule**.

Policy

The contractual terms and conditions of insurance coverage and benefits payable to **You** set out in this document, **Insurance Schedule**, and any **Endorsements**.

Preferred Law Firm

A law firm or barristers' chambers **We** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with such claims and must comply with **Our** agreed service standards, which **We** audit regularly. They are appointed according to the **Standard Terms of Appointment**.

Prohibited Person

Any person who is prohibited from possessing or handling firearms and/or ammunition and/or air-weapons under **Firearms Legislation**.

Prohibited Weapon

Any weapon subject to general prohibition under any of **Firearms Legislation**.

Standard Terms of Appointment

The terms and conditions, including the amount **We** will pay to an **Appointed Representative** for work under this **Policy** (currently £190 per hour plus VAT).

Territorial Limits

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

We / Us / Our

Antares Managing Agency Limited.

You / Your

An individual who is a subscribing member of **BASC**.

Conditions Precedent

You must comply with the following Conditions Precedent, unless **We** agree in writing to the contrary, before any contractual duty that **We** might have to **You** under this **Policy** arises.

1. Notification of Claims

It is a condition precedent to **Our** liability that **We** be notified by **You** in writing during the **Period of Insurance** and as soon as practicable after **You** are aware of any cause, event or circumstance which has given or may give rise to a **Claim**, dispute or legal proceedings involving **You**.

Where this notification has been given, **We** agree to treat any subsequent **Claim** in respect of the same cause, event or circumstance as notified as though the subsequent **Claim** had been notified during the **Period of Insurance**.

For the purposes of this condition cause, event or circumstance shall mean the receipt of written correspondence from the relevant statutory or regulatory authority stating:

- a) revocation, amendment or refusal to grant or vary or renew **Your** shotgun or firearms certificate; or
- b) intention to prosecute **You** for:
 - a. possession of a firearm or shotgun without a certificate
 - b. possession of a **Prohibited Weapon**
 - c. breach of exemptions contained in **Firearms Legislation**
 - d. possession of an air weapon, shotgun or firearm in circumstances alleged to be contrary to an exemption contained in **Firearms Legislation**.

2. Our Consent

It is a condition precedent to **Our** liability that **Our** consent to incur **Legal Expenses** must be obtained in writing prior to **You** incurring any **Legal Expenses**. This consent will be given by **Us** if **You** can satisfy **Us** that:

- a) for certificate appeals, prospects that **You** will make a successful appeal or defence of an appeal are at least 51%; or
- b) in respect of a criminal prosecution and where **You** plead not guilty, prospects that **You** will make a successful defence are at least 51%; or
- c) in respect of a criminal prosecution and where **You** plead guilty, there is a reasonable prospect of a significant mitigation of **Your** sentence or fine.

If during the course of a **Claim** **You** cease to satisfy **Us** in respect of the applicable points a-c above, all future payments will cease in respect of **Legal Expenses** related to that **Claim**.

The decision to grant or withhold **Our** consent will be made on receipt of the following information:

- a fully completed insurance claim form; and
- the information and documentation **We** reasonably request; and
- a legal opinion from **Your Appointed Representative** as to the applicable points a-c above; and
- any advice **We** may deem necessary to take.

With **Your** agreement, **We** may provide assistance in settling disputes or legal proceedings, the costs of which will be covered under this **Policy** within the **Limits of Our Liability**.

We may require **You** to obtain an opinion from Counsel at **Your** expense assessing the merits of the subject matter of the **Claim** and any legal action. If based upon this opinion **We** are satisfied in respect of the applicable points a-c above the **Legal Expenses** in obtaining that opinion will be paid by **Us** within the **Limits of Our Liability**.

In granting **Our** consent **We** undertake to pay **You** subject to the terms and conditions of this **Policy** and its **Insurance Schedule** but this consent does not imply that all **Legal Expenses** will be paid. In particular **Legal Expenses** for matters that go beyond the immediate scope of the **Claim** shall be deemed by **Us** to fall outside the insurance coverage provided by this **Policy**. **We** reserve the right to limit **Our** consent by time and/or financial amount of **Legal Expenses** and/or stage of proceedings to allow for a review of **Our** continued consent.

If after **Our** prior written consent has been granted it is shown the **Claim** has not been brought within the terms and conditions of this **Policy** and its **Insurance Schedule**, **Our** consent will be withdrawn and no insurance coverage under this **Policy** shall be provided for this **Claim**. **We** shall be entitled to recover any **Legal Expenses** previously paid.

If **You** elect to proceed with the pursuit or defence of a dispute or legal proceedings to which **Our** consent has not been granted because **You** have not satisfied applicable points a-c above, and if **You** are successful in this pursuit or defence, **We** will pay the **Legal Expenses** incurred after **Our** consent had not been granted subject to the terms and conditions of this **Policy**.

3. Disclosure

It is a condition precedent to **Our** liability that:

- a) **You** must give the **Appointed Representative** and **Us** all necessary cooperation, assistance and information including a complete and truthful account of the facts of the **Claim** and all relevant documentation or other evidence in **Your** possession; and
- b) **You** must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested; and
- c) **You** must instruct the **Appointed Representative** to provide **Us** with any information, documents or advice in connection with any **Claim** and the subject matter of any **Claim** even if privileged; and
- d) **You** must instruct the **Appointed Representative** to provide **Us** with regular updates on the progress of the subject matter of any **Claim** and inform **Us** as soon as practicable if and when any circumstance adversely impacts the factors on which **We** granted **Our** consent.

The insurance coverage under this **Policy** may be withdrawn if **You** fail to co-operate with **Our** or the **Appointed Representative's** requests or if **You** or the **Appointed Representative** fails to provide **Us** with any information in connection with any **Claim** or the subject matter of any **Claim**.

4. Offer of Settlement

It is a condition precedent to **Our** liability that **You** must inform **Us** in writing as soon as an offer to settle the subject matter of the **Claim** is received and/or **You** propose to make an offer of settlement. In deciding whether to accept or reject any settlement offer, **You** must consider the **Legal Expenses** incurred or likely to be incurred and recovered.

No insurance coverage under this **Policy** shall be provided if **You** enter into any agreement to settle without **Our** prior written consent (this consent not to be unreasonably withheld) and **We** shall be entitled to recover any **Legal Expenses** previously paid.

If **You** reject an offer of settlement which **We** recommend that **You** accept, or **You** make an offer with which **We** do not agree, no further insurance coverage under this **Policy** shall be provided for the subject matter **Claim**.

We may at **Our** discretion decide to pay **You** the amount of damages that **You** are claiming or that are being claimed against **You** instead of paying **You** for **Legal Expenses** to pursue or defend the dispute or legal proceedings. Where **We** exercise this discretion **We** will cease to be liable for any further **Legal Expenses** for the subject matter **Claim**.

Sections of Cover

We will only pay **You** for **Claims** where the dispute or legal proceedings are or would be within the **Territorial Limits** and the **Claim** is notified during the **Period of Insurance**.

Section A – Certificate Appeals

WHAT IS COVERED

We agree to pay **You** for **Legal Expenses** incurred in an appeal to the relevant statutory or regulatory authority following a decision by that body to:

- a) refuse to grant **You** a shotgun or firearm certificate;
- b) refuse to renew **Your** shotgun or firearm certificate;
- c) revoke or refuse to vary **Your** firearm certificate;
- d) partially revoke **Your** firearm certificate;
- e) revoke **Your** shotgun certificate;
- f) refuse to vary conditions imposed on **Your** shotgun or firearm certificate.

Exclusions to Section A

WHAT WE DO NOT COVER

We shall not be liable to pay **You** in respect of **Claims** arising out of or in connection with:

- a) an application for a certificate (new or renewal) made up to 3 months prior to **You** joining **BASC** or a refusal arising within 6 months of **You** joining **BASC**;
- b) an application for a certificate (new or renewal) following a previous refusal in the last two years
- c) a criminal conviction against **You** in the two years prior to a certificate application (new or renewal) for:
 - violence; or
 - offences against the person; or
 - drug/alcohol related offences; or
 - any driving offence resulting in a disqualification
- d) a pending criminal charge against **You** alleging violence, offences against the person or drug/alcohol related offences;
- e) an action against **You** under the Mental Health Act 1983 or Mental Health Act 2007;
- f) refusal or revocation as a result of being or alleged to be a **Prohibited Person**;
- g) ownership or possession of a crossbow.

Section B – Criminal Prosecution Defence

WHAT IS COVERED

We agree to pay **You** for **Legal Expenses** incurred in defending a prosecution against **You** in a Court of criminal jurisdiction for:

- a) possession of a firearm or shotgun without a certificate:
 - (i) following an air weapon kinetic energy test failure under any **Firearms Legislation**; or
 - (ii) for a firearm or shotgun which **You** held as a curiosity or ornament and not for use outside the terms of **Firearms Legislation** for antiques; or
 - (iii) where the firearm or shotgun has been borrowed by **You** under exemptions contained in **Firearms Legislation**, provided that such a firearm is held on premises (including land covered by water) where **You** had a right to be and with lawful permission to possess the firearm.
- b) possession of a **Prohibited Weapon**:
 - (i) following an air weapon kinetic energy test failure under any **Firearms Legislation**; or
 - (ii) which **You** held as a curiosity or ornament and not for use outside the terms of **Firearms Legislation** for antiques.
- c) breach of exemptions contained in **Firearms Legislation**:
 - (i) where the firearm, shotgun or air weapon has been lent by **You** under exemptions contained in **Firearms Legislation**, provided that such a firearm, shotgun or air weapon was lent on premises (including land covered by water) where **You** 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 **Firearms Legislation**.

Exclusions to Section B

WHAT WE DO NOT COVER

We shall not be liable to pay **You** in respect of **Claims** arising out of or in connection with:

- a) an action against **You** under the Mental Health Act 1983 or Mental Health Act 2007;
- b) a prosecution as a result of **You** being or alleged to be a **Prohibited Person**.

General Exclusions

WHAT WE DO NOT COVER

We shall not be liable to pay **You** for **Legal Expenses** incurred in respect of:

1. **Your** defence in civil legal proceedings arising from:
 - a. Injury or disease including psychiatric injury and stress; or
 - b. Loss, destruction or damage of or to property; or
 - c. Alleged breach of any professional duty; or
 - d. Any non-contractual wrongful act or infringement of a right; or
2. Any dispute or legal proceedings brought, made or commenced outside the **Territorial Limits**; or
3. **Legal Expenses** incurred without **Our** prior written consent or for a sum in excess of **Our** consent; or
4. Any **Claim** or possible **Claim** relating to or arising from any cause, event or circumstance occurring prior to or existing at inception of this **Policy** or **You** becoming a member of **BASC** and which has or which **You** knew or ought reasonably to have known may give rise to a dispute or legal proceedings by or against **You**; or
5. Fines or other penalties imposed by a Court or tribunal; or
6. Any dispute or legal proceedings in respect of which **You** are, or but for the existence of this **Policy** would be, entitled to any payment under any insurance policy whether a legal expenses insurance or not or under a legal aid certificate or representation order; or
7. Any **Claim** arising from **Your** intentional wrongdoing or an act or omission with negligent disregard as to its consequences; or
8. Any dispute or legal proceedings with Government or Local Authority departments concerning the imposition of statutory charges; or
9. Any dispute or legal proceedings between **You** and **Us**, or **You** and the **Appointed Representative**, or **You** and **BASC**; or
10. Any **Legal Expenses** incurred in respect of or in connection with a judicial review (other than certificate appeals in Northern Ireland), coroner's inquest or fatal accident inquiry; or
11. Appeals arising out of legal proceedings to which **Our** prior written consent has not been granted or withdrawn; or
12. Any **Claim** arising from **Your**:
 - a. failure to submit a required Shotgun or Firearm Certificate renewal application; or
 - b. lateness in submitting a required Shotgun or Firearm Certificate renewal application; or
 - c. failure to give details of all convictions and/or formal written police cautions, bindovers and spent convictions, including those received outside Great Britain on a Shotgun or Firearms Certificate application or renewal application; or
 - d. failure to lodge an appeal at the Crown Court within the allowed timescale following receipt of a refusal to grant or revocation letter; or
 - e. failure to provide all lawfully requested information during a Shotgun or Firearm Certificate application
13. Any **Claim** arising from a professional activity in connection with being a firearms dealer or agent/employee of a firearms dealer; or
14. Any **Claim** arising in connection with the possession or ownership of **Prohibited Weapons** for professional, commercial or business purposes except where **Your Claim** arises in the course of **Your** occupational duties as a gamekeeper, stalker or river keeper; or
15. Any dispute or legal proceedings where **You** are not represented by a lawyer or barrister; or
16. Any **Legal Expenses** which **You** should or would have had to incur irrespective of any dispute or legal proceedings; or
17. Any expense, legal liability or any loss or damage directly or indirectly caused by or contributed to by:
 - a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component; or
18. Any loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with (including any action taken in controlling, preventing, suppressing or in any way relating to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- a. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b. Any act including but not limited to the use or threat of force or violence 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), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

General Conditions

These are the conditions of the insurance coverage under this **Policy** that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may need to reject **Your Claim** or a **Claim** payment could be reduced. In some circumstances, **Your Policy** may not be valid.

1. Your Responsibilities

You must:

- a) keep to the terms and conditions of this **Policy**;
- b) report to **Us** full and factual details of any **Claim** as soon as practicable and give **Us** any information **We** need in writing;
- c) take all reasonable precautions to avoid, prevent and mitigate **Claims**, disputes or legal proceedings;
- d) use every endeavour and take all reasonable measures to minimise the cost and effect of any **Claim**;
- e) co-operate fully with **Us** and the **Appointed Representative**;

2. Your Legal Representation

On receiving a **Claim**, if legal representation is necessary, **We** will appoint a **Preferred Law Firm** as **Your Appointed Representative** to deal with **Your Claim**. They will try to settle **Your Claim** by negotiation without having to go to Court. If the appointed **Preferred Law Firm** cannot negotiate settlement of **Your Claim** and it is necessary to go to Court and legal proceedings are issued or there is a conflict of interest, then **You** may choose a law firm to act as **Your Appointed Representative**.

If **You** choose a law firm as **Your Appointed Representative** who is not a **Preferred Law Firm**, **We** will give **Your** chosen law firm the opportunity to act on the same terms as a **Preferred Law Firm**. However if they refuse to act on this basis, the most **We** will pay is the amount **We** would have paid if they had agreed to **Our Standard Terms of Appointment**.

The **Appointed Representative** must co-operate with **Us** at all times and must keep **Us** up to date with the progress of the **Claim**.

2. Payment of Legal Expenses

All invoices and requests for payment for **Legal Expenses** which **You** receive from the **Appointed Representative** should be forwarded to **Us** as soon as practicable upon receipt. If **We** so require **You** must ask the **Appointed Representative** to submit to **Us** the bill of costs for assessment or certification by the appropriate Law Society, Court or tribunal. **You** are responsible for payment of all **Legal Expenses**. **We** may settle these requests for payment of **Legal Expenses** directly at **Our** discretion if requested by **You** to do so. The payment of some **Legal Expenses** by **Us** is not an indication that all **Legal Expenses** will be paid.

3. Recovery of Costs

You and **Your Appointed Representative** must make every effort to make a full recovery of costs and Court attendance expenses that **We** have to pay and must pay **Us** any amounts that are recovered. **You** must instruct the **Appointed Representative** to have **Legal Expenses** taxed, assessed or audited if **We** ask for this.

4. Appeal Procedure

If, following legal proceedings to which **We** have given **Our** prior written consent, **You** wish to appeal against the judgment or decision of a Court or tribunal, the grounds for this appeal must be submitted to **Us** through the **Appointed Representative** as soon as practicable so that **We** may consider whether to consent to this further action.

If an appeal is lodged against a judgment or decision of a Court or tribunal made in **Your** favour following legal proceedings to which **We** have given **Our** prior written consent, **You** must notify **Us** as soon as practicable in order that cover may continue. **We** will inform the **Appointed Representative** of **Our** decision. If **We** so require it **You** must co-operate in an appeal against the judgment or decision of a Court or tribunal.

5. Duty to Mitigate

You must take all reasonable precautions to avoid, prevent and mitigate **Claims**, disputes or legal proceedings. **You** must use every endeavour and take all reasonable measures to minimise the cost and effect of any **Claim**.

6. Alteration of Risk

You must notify **Us** as soon as practicable in writing of any change in circumstances that might affect **Our** decision to provide **You** with this **Policy** or the premium charged. Examples include the acquisition of or by another organisation.

7. Exercise of Reasonable Care

You must exercise reasonable care to prevent injury, loss or damage to **You** or others and comply with all the terms and conditions of this **Policy**.

8. Arbitration

Any dispute between **You** and **Us** shall be referred to a single Arbitrator who shall be a lawyer agreed upon by both **You** and **Us** or upon failing agreement, a lawyer who is nominated by the President of the Law Society of England and Wales. The seat of the arbitration will be in London and the arbitration shall be conducted in accordance with the terms of Arbitration Act 1996. The apportionment of the costs of the arbitration between **You** and **Us** shall be determined by the Arbitrator.

9. Proper Law

We and **BASC** are free to choose the law applicable to this **Policy**. Unless **We** and **BASC** specifically agree to the contrary, this **Policy** shall be subject to the Laws and Jurisdiction of England and Wales.

10. General Data Protection Regulations

Personal information

This insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (**You**). **We** collect and use relevant information about **You** to provide **You** with insurance cover and to meet **Our** legal obligations.

This information includes **Your** details such name, address and contact details and any other information that **We** collect about **You** in connection with **Your** insurance cover. This information may include more sensitive details such as information about **Your** health and criminal convictions. **We** will process **Your** details, as well as any other personal information **BASC** or **You** provide to **Us** in respect of **Your** insurance cover, in accordance with **Our** privacy notice(s) and applicable data protection laws.

Information notices

To enable **Us** to use **Your** details in accordance with applicable data protection laws, **We** need **BASC** to provide members with certain information about how **We** will use their details in connection with their insurance cover. **BASC** agree to provide to each individual member **Our** short form privacy notice, which **We** have provided to **BASC** in connection with this insurance cover, on or before the date that the individual becomes a member under the **BASC** insurance cover or, if earlier, the date that **BASC** first provide information about the individual to **Us**.

Minimisation and notification

We are committed to using only the personal information **We** need to provide **BASC** members with insurance cover. To help **Us** achieve this, **BASC** should only provide to **Us** information about individual members that **We** ask for from time to time. **BASC** must promptly notify **Us** if a member contacts **BASC** about how **We** use their personal details in relation to **BASC's** insurance cover so that **We** can deal with their queries.

Consent

Under current data protection laws, **We** need **BASC** to make sure that **BASC** have obtained the consent of individual members to use details of their racial or ethnic origin, political opinions, religious or philosophical beliefs, health or criminal convictions in connection with this insurance cover.

BASC agree to obtain the consent of each member to use of their racial or ethnic origin, political opinions, religious or philosophical beliefs, health or criminal convictions in connection with this insurance cover on or before the date that the individual becomes a member under this insurance cover or, if earlier, the date that **BASC** first provide information about the individual to **Us**.

We will assume that **BASC** have obtained the necessary consent from each member unless **BASC** tell **Us** otherwise. If **BASC** have not obtained the necessary consent from a member, or the member withdraws their consent, then this will impact **Our** ability to provide them with insurance cover in relation to that member and may prevent **Us** from providing cover for that member.

11. **BASC Insolvency or Liquidation**

If **BASC** become insolvent or are placed in liquidation, receivership, administration or bankruptcy or enter into a voluntary arrangement or deed of arrangement or if any application is made to the Court or meeting convened for any these purposes **We** have the right to cease to provide insurance coverage under this **Policy** for **Legal Expenses** despite any previous consent **We** may have granted.

13. **Contract (Rights of Third Parties) Act 1999**

Unless specifically agreed by **Us** in writing otherwise, nothing in this **Policy** is intended to give any person any right to enforce any term of this **Policy** which that person would not have had but for the Contract (Rights of Third Parties) Act 1999.

14. **Sanctions, Export and Exchange Control**

We shall not be deemed to provide insurance cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom or European Union.

15. **Several Liability**

We are liable only for the proportion of liability **We** have underwritten. **We** are not jointly liable for the proportion of liability underwritten by any other insurer. Nor are **We** responsible for any liability of any other insurer that may underwrite this contract of insurance.