

Firearms Legal Expenses Insurance



BLACKMORE BORLEY
BESPOKE BROKERS

Policy Wording

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FIREARMS LEGAL EXPENSES INSURANCE

Thank you for choosing to insure with Temple Legal Protection. We have designed this policy to help protect you against legal problems which can occur in relation your ownership of a shotgun or firearm certificate. As the cost of legal actions can be great both in terms of time involved and cost, this policy is designed to provide valuable peace of mind.

This policy document explains the insurance contract between you and us. Please take time to read through this document and in particular take note of the correct procedures to follow.

A handwritten signature in black ink, appearing to read 'Laurence Jones'.

Managing Director

Temple Legal Protection Limited Head and Registered Office:
One Bell Court
Leapale Lane
Guildford
GU1 4LY

Registered in England and Wales No. 3698194 Website:

www.temple-legal.co.uk

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MAKING A CLAIM

If you need to make a claim, please note the following:-

1. This is a claims made policy and only claims notified during the period of insurance can be considered.
2. You must notify us as soon as you first become aware of a situation which has given rise to a claim under this policy. Failing to act as quickly as possible could prejudice the case and lead to rejection of your claim.
3. We will not pay any costs incurred before your claim is accepted. You will be responsible for any costs incurred if you instruct your own solicitor, barrister, accountant or other legally qualified person without our agreement.
4. Claims should be notified by completing a claim form which can be requested either by phoning **01483 954089** between the hours of 9am and 5pm, Monday to Friday, or online at www.temple-legal.co.uk/newclaims. Please return your completed claim form as soon as possible:- by email: bteclaims@temple-legal.co.uk
or by post: Commercial Claims Department, Temple Legal Protection Limited, One Bell Court, Leapale Lane, Guildford GU1 4LY
5. Once your claim form has been assessed, we will advise whether your claim has been accepted and if a representative is to be appointed to progress your claim.

As part of this assessment we will need to determine how likely you are to be successful in your claim. You may be asked to provide additional information which could include, but not strictly limited to: copies of any communication you have sent or received, copies of employment contracts or contracts with customers, contact details of witnesses, medical reports, expert reports and any other information relevant to the claim.

Please note that prospects of success must exist throughout the duration of the claim and cover could be withdrawn if at any point it is no longer likely that your claim will succeed. This may happen if new evidence or information comes to light as the claim progresses.

6. If your claim is not accepted, we will explain the reason why and advise if we can assist in any other way.

Please also refer to the claims conditions on pages 11, 12 and 13 of this policy document.

DEFINITIONS

Certain words or phrases will appear throughout this policy in **bold type** and will have the following meanings.

Appointed Representative

A solicitor, barrister, accountant or other appropriately qualified person or firm appointed by the **Insurer** to act for the **Insured** in accordance with the terms of this policy.

Class Action

A legal action on behalf of a defined class of unnamed claimants, who are deemed included in the action and are bound by the outcome unless they “opt out”.

Co-insurance

The amount specified in the schedule, expressed as a percentage of the **Professional expenses** that shall be payable by the **Insured**, in addition to any **Excess**, if the **Insured** chooses a representative, other than an **Appointed representative** chosen by the **Insurer**, where that representative does not agree to the **Insurer's** standard charging rates.

Excess

The amount specified in the schedule, which is the first amount of a claim that shall be payable by the **Insured**.

Insured

The individual noted in the policy schedule

Insured event

A section of cover highlighted in the schedule as ‘Insured’.

Insurer

Temple Legal Protection Limited who are authorised under a binding authority agreement to underwrite and administer this insurance on behalf of Royal & Sun Alliance Insurance Ltd.

Limit of indemnity

The limit specified in the schedule, which is the **Insurer's** maximum liability under this policy in respect of:

- a) any one claim arising at the same time or from the same originating cause;
- b) the aggregate for all claims notified during the **Period of insurance**.

Period of insurance

The period shown in the schedule.

Professional expenses

In connection with an **Insured event** and not exceeding the **Limit of indemnity**:

- (a) Fees, expenses and other disbursements reasonably and proportionately incurred by the **Appointed representative** and agreed by the Insurer.
- (b) Opponent's costs in civil cases for which the **Insured** becomes liable and which are agreed by the Insurer.

Professional expenses payable by the **Insurer** shall not include any VAT that may be recoverable by the **Insured**.

Prohibited person

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 &/or,

A person who has been sentenced to imprisonment, detention or corrective training for a period of over three months but less than three years and who is therefore prohibited from possessing firearms and ammunition for five years from the date of their release.

Prospects of success

- (a) In civil cases it must be more likely than not that:
 - (i) the **Insured person** will achieve a successful outcome in the pursuit or defence of their claim;
 - (ii) the **Insured person** will succeed in enforcing a judgment for damages or compensation or obtain any other legal remedy to which the **Insurer** has agreed.
- (b) In criminal prosecution claims it must be more likely than not that:
 - (i) the **Insured person's** sentence or fine will be successfully mitigated if they plead guilty;
 - (ii) the **Insured person** will be acquitted by the court or jury if they plead not guilty.
- (c) In all civil and criminal claims involving an appeal it must be more likely than not that the **Insured person** will be successful.

In all cases the Insurer or a suitably qualified expert acting on the Insurer's behalf will assess and decide whether there are **Prospects of success**.

Territorial Limits

England, Scotland and Wales.

WHAT ARE YOU INSURED FOR

In return for payment of the premium and based on the information which the Insured or anyone acting on the Insured's behalf has provided to the Insurer, the Insurer will provide insurance and services on the terms contained in this policy, the schedule and any attached endorsements, which shall be considered as one document.

The Insurer agrees to indemnify the Insured up to the Limit of indemnity for Professional expenses incurred for an accepted claim, subject to the terms, conditions and exclusions of this policy, provided that:

- (i) the claim arises under an **Insured event**;
- (ii) the circumstances giving rise to the claim commence during the **Period of insurance** and within the Territorial limits;
- (iii) the claim is notified to the **Insurer** as soon as possible and during the **Period of insurance**;
- (iv) any proceedings, or other methods the **Insurer** agrees to resolve the claim, are conducted within the **Territorial limits**; and
- (v) **Prospects of success** exist for the duration of the claim.

INSURED EVENTS

Section 1 Certificate Appeals

What is covered

Professional expenses in relation to an appeal or representation to a police licensing authority, court of other mandatory body following:

- (a) Refusal to grant or renew a shotgun or firearm certificate for the **Insured**;
- (b) Revocation of or refusal to vary the **Insured's** firearm certificate;
- (c) Partial revocation of the **Insured's** firearm certificate;
- (d) Revocation of the **Insured's** shotgun certificate;
- (e) Imposition of conditions upon the **Insured's** firearm certificate and/or the refusal to vary conditions imposed on the **Insured's** firearm certificate;
- (f) Refusal to grant a certificate or to renew a certificate for an Air Weapon, where such certificate is a requirement.

What is not covered

Any claim relating to:

- (i) The previous refusal of a new or renewal certificate application in the 2 years prior to inception of this policy;
- (ii) A criminal conviction in the 2 years prior to inception of this policy or a pending criminal charge against the **Insured** relating to:
 - Violence
 - Offences against the person
 - Drugs or alcohol related offences
 - Driving offences resulting in a disqualification
- (iii) An action in respect of a diagnosed or reported mental health condition including, but not limited to:
 - Neurodevelopmental disorders including autism spectrum disorders and ADHD;
 - Anxiety, panic attacks, or fear-related disorders;
 - Mood disorders including depression;
 - Personality disorders and related traits;
 - Substance abuse disorders including alcoholism and drug addiction;
 - Schizophrenia and other primary psychotic disorders.

Where the **Insured** has not (at their own expense) obtained or will not obtain following the lodging of an appeal, a report from a GMC registered consultant psychiatrist with respect to the relevant condition. Where such report demonstrates the conditions do not exist, and the existence of which would evidence reasonable prospects of appealing

- (iv) 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 the **Insurer** that there are reasonable prospects of success;
- (v) An **Insured** alleged to be a **Prohibited person** under any firearms legislation;
- (vi) The ownership use or possession of a crossbow;
- (vii) The **Insured** deliberately or intentionally providing incorrect or untrue information when applying for, amending or renewing a firearm or shotgun certificate.

Section 2 Criminal Prosecution Defence

What is covered

Professional expenses to represent the **Insured** after a criminal investigation has commenced against them in relation to:

- (a) The possession of a firearm or shotgun without a certificate where the **Insured** argues that a certificate is not required, due to the status of the weapon;
- (b) The **Insured's** breach of exemptions contained in Firearms Legislation;
- (c) The possession of an air weapon, shotgun or firearm, in circumstances alleged to be contrary to exemptions in Firearms Legislation.

*Provided that, where the **Appointed Representative** holds a legal aid or equivalent contract, this is utilised. Where legal aid is granted, **Professional expenses** will be limited to the any pre-verdict contribution payable by the **Insured***

What is not covered

Any claim relating to:

- (i) The possession of an air weapon, firearm or shotgun without a certificate, where the **Insured** was not an air weapon, firearms or shotgun certificate holder at the time of the alleged offence.
- (ii) 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 the Insurer that there are reasonable prospects of success;
- (iii) An **Insured** alleged to be a **Prohibited person** under any firearms legislation;
- (iv) **Professional expenses** in excess of any assessed contribution;
- (v) Any legal aid or equivalent contribution or **Professional expenses** payable post-verdict;
- (vi) Action, enforcement of recovery of payments due under the rules of legal aid or equivalent schemes.

GENERAL EXCLUSIONS

The **Insurer** will not pay for the following:

1. **Unauthorised costs**
Professional expenses, compensation awards or any other costs incurred without the **Insurer's** consent, or before the **Insurer** has given written acceptance of a claim.
2. **Pre-inception circumstances**
Events or disputes which could give rise to a claim under this insurance occurring prior to, or existing before the **Insured** took out this policy, and which the **Insured** knew or ought reasonably to have known about.
3. **Deliberate acts**
Claims arising out of deliberate or reckless acts by the **Insured** or the **Insured's** negligent disregard of the need to take all reasonable steps to avoid, prevent and limit any such claim.
4. **Professional duty**
The **Insured's** defence in proceedings arising from injury, loss, destruction or damage of or to property, or any alleged breach of any professional duty or any duty owed as the **Insured's** director or officer.
5. **Government and local authorities**
Any dispute with government or local authority departments concerning the imposition of statutory charges.
6. **Dishonest acts**
Any claim against the **Insured** which alleges dishonesty.
7. **Judicial Reviews and legislation challenges**
Claims relating to the **Insured's** involvement in a Judicial Review or challenge to existing or proposed legislation. shareholder or partnership disputes.
8. **Fines and penalties**
Fines, penalties or compensation awarded against the **Insured** (other than those agreed under Sections 1 Employment Defence and Compensation Awards or 5 Data Protection and Information Commissioner Appeals); or costs the **Insured** may be ordered to pay by a court of criminal jurisdiction.
9. **Intellectual property**
Claims relating to patents, copyrights, passing-off, trade or service marks, registered designs, secrecy and confidential information.
10. **Franchise or agency rights**
Disputes relating to franchise rights or agency rights.
11. **Disputes with the Insurer**
Any costs relating to disputes with the **Insurer**.
12. **Defamation of character**
Claims relating to allegations of libel or slander.
13. **Section 5 Firearms Act**
Claims relating to the holding 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.
14. **Class Action**
Any claims arising from or relating to a class action.

GENERAL CONDITIONS

Please ensure the following conditions are understood and where required to do so, are complied with at all times. Failure to do so may in some circumstances result in the **Insurer** refusing to pay **Professional expenses** or cancelling this policy.

1. The Insured's duties

The **Insured** must:-

- (a) comply with all terms and conditions of this policy;
- (b) act as if uninsured and take all reasonable precautions to prevent the occurrence of a claim;
- (c) provide complete and accurate information when requested by the **Insurer**. This information may be required during the **period of insurance** or relating to a claim.

2. Cancellation

- (a) The **Insured** can cancel this policy at any time within 14 days of first taking it out. Cancelling the policy may not result in any return of premium.
- (b) The **Insured** can cancel this policy at any other time, as long as the **Insurer** is given 14 days' notice. Cancelling the policy may not result in any return of premium.
- (c) The **Insurer** can cancel this policy at any time, subject to providing the **Insured** with at least 14 days' written notice. Reasons the **Insurer** may cancel this policy include, but are not strictly limited to:
 - fraudulent activity has been identified, or an attempt to gain advantage under this policy to which the **Insured** is not entitled;
 - the **Insured** has failed to co-operate with the **Insurer** or an **Appointed representative** and this failure has adversely affected a claim or is considered a material breach of policy terms and conditions.

3. Fraudulent claims

If it is proven that the **Insured** has made a fraudulent claim, the **Insurer** reserves the right:

- (a) to terminate the policy from the date of the alleged claim and not refund any premium paid by the **Insured**; and/or
- (b) to recover from the **Insured** any **Professional expenses** or other costs or compensation awards paid in respect of that fraudulent claim.

4. Applicable law and Acts of Parliament

This policy is governed by the laws of England and Wales. Any Acts of Parliament specified in this policy shall include subsequent amending or replacement legislation and shall include equivalent legislation enforceable within the **Territorial limits**.

5. Third party rights

Only the **Insured** and the **Insurer** are granted rights to enforce the terms and conditions of this policy. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy and any other party has no right to enforce

any of its terms or conditions.

6. Disputes

In the event of a dispute between the **Insured** and the **Insurer** arising from a claim or policy terms and conditions, the **Insurer's** complaints procedure should firstly be followed.

If that dispute cannot be settled, the **Insured** can contact the Financial Ombudsman Service.

7. Applicable law and Acts of Parliament

This policy is governed by the laws of England and Wales. Any Acts of Parliament specified in this policy shall include subsequent amending or replacement legislation and shall include equivalent legislation enforceable within the **Territorial limits**.

8. Third party rights

Only the **Insured** and the **Insurer** are granted rights to enforce the terms and conditions of this policy. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy and any other party has no right to enforce any of its terms or conditions.

CLAIMS CONDITIONS

Please ensure the following conditions are understood and where required to do so, are complied with at all times. Failure to do so may result in the **Insurer** refusing to pay **Professional expenses**. Please also follow the claims reporting procedure on page 4 of this policy document.

1. The Insurer's consent

- (a) After consideration of the claim form and any other information that has been requested, the **Insurer** will advise whether consent is given to appoint an **Appointed representative** and to incur **Professional expenses**.
- (b) Consent will only be given if the **Insured** has acted properly and reasonably at all times and the **Insurer** is satisfied there are **Prospects of success**, which must exist throughout the duration of the claim.
- (c) When consent is given, the **Insurer** may impose conditions on the conduct of the claim including imposing a maximum amount of **Professional expenses** that may be incurred without further application to the **Insurer**. Any **Professional expenses** incurred in breach of such conditions will not be covered under this policy.
- (d) If the **Insured** proceeds with a claim to which the **Insurer** has not consented due to insufficient **Prospects of success** and the **Insured** subsequently achieves a successful outcome in that claim, the **Insurer** will consider paying **Professional expenses**, after such consent had been refused, in accordance with the **Insurer's** standard terms of appointment and subject to all other terms and conditions of the policy.

2. Appointed representative

- (a) Once a claim is accepted by the **Insurer**, an **Appointed representative** chosen by the **Insurer** will be appointed to act on the **Insured's** behalf.
- (b) In certain circumstances, the **Insured** may nominate a representative to act as the **Appointed representative**:

- if legal proceedings need to be issued; or
- if there is a conflict of interest;

and in such cases the **Insured** must send the **Insurer** the contact details of their chosen representative. If that representative is not an **Appointed representative** of the **Insurer**, they will be expected to act in accordance with the **Insurer's** standard terms of appointment and also agree to the **Insurer's** standard charging rates. If the **Insured's** chosen representative does not agree to the **Insurer's** standard charging rates, a 40% **Co-insurance** shall apply. A copy of the standard terms of appointment (including standard charging rates) is available on request.

- (c) The **Appointed representative** must co-operate with the **Insurer** at all times and provide the **Insurer** with any information or documentation when requested to do so.
- (d) If at any stage of the claim:-
 - the **Insured** dismisses the **Appointed representative** without good reason; or
 - the **Insured** withdraws from a claim without the **Insurer's** consent; or
 - the **Appointed representative** refuses to continue acting for the **Insured** with good reason;the **Insurer** reserves the right to withdraw consent and pay no further **Professional expenses**.

- (e) Any dispute over the **Insured's** choice of representative shall be resolved in accordance with General Condition 4.

3. Conduct of claims

The **Insured** must:

- (a) co-operate fully with the **Insurer** and the **Appointed representative** at all times;
- (b) conduct all claims with the same care and economy as if they were not insured;
- (c) minimise the cost of all claims;
- (d) comply with all rules of, and orders made by the court, and any advice given by the **Appointed representative**;
- (e) provide, obtain or sign all documents as necessary, attend meetings or hearings as required and provide the **Insurer** with any information when requested to do so.

Failure to observe and comply with these terms will entitle the **Insurer**, at their discretion, to deny payment or reduce payment in respect of any claim.

The **Insured**, the **Insurer**, and the **Appointed representative** must at all times have regard to the overriding objective of the Civil Procedure Rules.

4. Developments during the claim including offers of settlement

- (a) The **Insured** and the **Appointed representative** must keep the **Insurer** up-to-date with the progress of the claim and must inform the **Insurer** of any matter which may affect the **Prospects of success** or of any other development which may affect whether or not it is reasonable and proportionate for the **Insurer** to continue paying **Professional expenses**.
- (b) The **Insured** and the **Appointed representative** must inform the **Insurer** immediately an offer to settle a claim is received and must not negotiate or enter into any agreements to settle a claim without the **Insurer's** written consent.
- (c) If the **Insured** rejects or does not make an offer of settlement that the **Insurer** or the **Appointed representative** determine to be reasonable, the **Insurer** reserves the right to refuse paying any further **Professional expenses**.
- (d) The **Insurer** reserves the right to settle a claim by paying an amount reasonably claimed by or against the **Insured** instead of starting or continuing with legal action, and will no longer be liable for any **Professional expenses** arising from that claim. If this right is exercised, the **Insurer** can also take over and conduct a claim in the **Insured's** name and pursue or settle a claim against the other party to the dispute.
- (e) If at any time, whether because of the possibility of settlement, a change in the **Prospects of success** or the prospects of any judgment not being successfully enforced, or of the **Insured's** insolvency, or for any other reason, it ceases to be reasonable in all the circumstances to continue to incur **Professional expenses**, the **Insurer** may withdraw consent and no further **Professional expenses** will be paid.
- (f) If at any point during a claim a fact becomes known which results in that claim not having been brought within the terms and conditions of this policy, the **Insurer** reserves the right to recover any **Professional expenses** already paid in respect of that claim and not pay any further **Professional expenses** in respect of that claim.

If the **Insured** does not agree with the **Insurer's** decision on the merits of a claim, the **Insured** can, at the **Insured's** own expense, obtain an opinion from an expert who has been approved in advance by the

Insurer. The expert must be in receipt of the same information regarding the claim as provided to the **Insurer**. If the expert decides in the **Insured's** favour, the **Insurer** will reconsider the merits of that claim. If the expert decides in the **Insurer's** favour, it does not affect the **Insured's** right to use the **Insurer's** complaints procedure.

5. Payment of Appointed representative's bills

- (a) The **Insurer** will pay **Professional expenses** (including payment on account for interim bills) only if the **Insurer** is satisfied that the charges are reasonable and proportionate and have been properly incurred, subject to the **Insured** paying any **Excess**, **Co-insurance** and any recoverable VAT.
- (b) If requested by the **Insurer**, the **Insured** must ask the **Appointed representative** to submit its bill of costs for audit by the **Insurer**, or for assessment by the Court.
- (c) If it is later established that **Professional expenses** or any other costs incurred were not payable under this policy in whole or in part then the **Insurer** will be entitled to recover such payments from the **Insured**.

6. Recovery of costs

The **Insured** must take all reasonable steps to recover **Professional expenses** that have been incurred and pay any sums recovered to the **Insurer**. If the **Insured** recovers any sum that covers both damages and costs, or they recover damages but do not recover costs, a fair and reasonable proportion of the total amount recovered shall be deemed to be a recovery of costs and shall be reimbursed to the **Insurer**. Where such a sum is recovered in instalments, all costs to the **Insurer** shall be reimbursed first.

7. Apportionment of costs

If any claim covered under this policy should also be covered under any other insurance policy, the **Insurer** will only pay their rateable proportion of that claim.

8. Appeals

If the **Insured** wishes to pursue an appeal following the original outcome of an **Insured event**, the **Insurer** must be notified immediately. Strict time limits apply for appeals and in order for the **Insurer** to fully consider the merits of the **Insured's** appeal, which must have **Prospects of success**, written notification of the **Insured's** intention to appeal must be received by the **Insurer** no less than 10 days prior to the expiry of the relevant time limit. If an appeal is lodged against a decision made in the **Insured's** favour, the **Insurer** must also be notified immediately.

If the **Insurer** agrees to pay **Professional expenses** for an appeal, these costs will be subject to the **Limit of indemnity** for the original claim and all other terms and conditions of this policy.

DATA PROTECTION

By taking out this policy you agree that Temple Legal Protection and other parties may need to share information for the purpose of administering this policy and in the provision of claims handling and helpline services. Any information provided to Temple Legal Protection will be processed in accordance with Temple Legal Protection's Privacy Policy (<http://www.temple-legal.co.uk/privacypolicy>).

COMPLAINTS PROCEDURE

If you are not happy with the level of service you have received, how a claim has been handled or with any other aspect of the policy, you can register a complaint directly with Temple:

By email: complaints@temple-legal.co.uk

By phone: 01483 577877

By post:

The Compliance Officer, Temple Legal Protection Limited, One Bell Court, Leapale Lane, Guildford GU1 4LY

If you are not happy with the response you have received, you may be able to refer the matter to the Financial Ombudsman Service provided your business falls within their jurisdiction. The Financial Ombudsman Service can normally deal with complaints from micro-enterprises (small businesses) with less than 10 employees and an annual turnover of less than €2m. They will be able to tell you if your business is eligible.

The Financial Ombudsman Service can be contacted:

By email:

complaint.info@financial-ombudsman.org.uk

By phone:

0800 023 4567 (free from a landline) or 0300 123 9123

(free from some mobile phones)

By post:

Financial Ombudsman Service, Exchange Tower, London E14 9SR

Or you can visit their website at www.financial-ombudsman.org.uk and follow the guidelines on how to complain.

The insurer is bound by decisions made by the Financial Ombudsman Service but they are not binding on you.

Using the complaints procedure does not affect your right to take legal action.

OTHER INFORMATION

The contact details for the Insurer are: Royal & Sun Alliance Insurance Ltd, St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Registered No. 00093792. Tel 01403 232323.

Royal & Sun Alliance Insurance Ltd, whose registered office is at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202323. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Royal & Sun Alliance Insurance Ltd is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Royal & Sun Alliance Insurance Ltd cannot meet their obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for up to 90% of the claim. Further information is available from the FSCS. The FSCS can be visited on the internet at www.fscs.org.uk or by contacted on 020 7741 4100 or 0800 678 1100.

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