

ATE Legal Expenses Insurance for Civil & Commercial Litigation



Personal Litigation

Conditional Fee Agreement (CFA) after-the event insurance scheme for Individual Clients.

- Maximum level of cover of £100k
- Deferred and staged premiums
- Self-insured premium
- Cover for own disbursements (including Counsel fees) and opponent's costs and disbursements
- Part 36 cover
- Premium Indemnity guarantee
- Cover in the event the losing opponent can't pay the award set against them
- No assessment fees

Areas of Cover

Prospects of Success must exceed 60% for us to consider a case for cover.

The main areas of cover available under this scheme are:

- Contract Disputes (Goods, Services, etc)
- Professional Negligence (Accountants, Solicitors, Surveyors etc)
- Debt Recovery
- Tenancy Disputes

Policy Cover

The policy provides the client with cover against Defendant's costs and own disbursements up to the Limit of Indemnity.

Premium Indemnity Guarantee: this provides cover for the full amount of the premium if the case is lost or discontinued. If the case is won, it also provides cover for any shortfall in the premium, if it is not recovered in full.

This means that your client is fully protected against all the costs of litigation win or lose.

LawAssist personal litigation POLICY

This is **your LawAssist** Personal Legal Protection Policy. Along with **your LawAssist** schedule of insurance, **your** policy sets out the terms of **your** insurance cover and when **your** insurance premium is due. The cover under **your** policy is provided by **the insurer**.

Your policy only covers **you** if **you** have agreed to pay **your** insurance premium and **you** have entered into a **conditional fee agreement** for **your claim**.

Your policy and **LawAssist** schedule of insurance attach to **your conditional fee agreement** and operate for the duration of that **agreement**.

The insurance premium due for **your** policy is payable at the end of **your claim** (by court decision or settlement) or if **your** policy ends for any reason.

The level of **your** insurance premium depends on the stage at which **your claim** ends. It is calculated using the formula set out in **your LawAssist** schedule of insurance. The three stages are listed below.

- a Before legal proceedings are issued.
- b From issue of legal proceedings up to stage c.
- c From 14 days before the **trial date**, or the **trial period** if applicable.

Your solicitor will inform **you** of the insurance premium that applies at the start of **your claim**. **You** will be sent written notice of the premium that applies if **your claim** reaches stages b or c above.

The insurer can end cover under this policy if **LawAssist** and **your** solicitor agree that it is more likely than not that **you** will **lose your claim**.

cooling-off PERIOD

You may cancel **your** policy within 14 days of its start date. If **you** do this, **the insurer** will repay any premium **you** have paid within 14 days, but **you** will have to pay for services **LawAssist** has provided for **your claim**.

explanation of WORDS USED

The meaning of words used in **your** policy will be the same as under the **conditional fee agreement**. The following explanations will also help **you** to understand **your** policy.

The insurer, we/us/our

DAS Legal Expenses Insurance Company Limited.

LawAssist

A trading name of Amicus Legal Limited who administers the policy on behalf of DAS Legal Expenses Insurance Company Limited (**the insurer**).

You, your

The person who has taken out this policy.

Conditional fee agreement

An agreement in writing between **you** and **your** solicitor that complies with section 58 of the Courts and Legal Services Act 1990 and any subsequent amendment or replacement law.

Trial date

The first date fixed by the court for the start of the **trial**. If no date has been fixed by the court, the **trial date** is the first day of the **trial period**.

Trial period

This is a period of time fixed by the court within which the **trial** is to take place. If the court fixes more than one such period in relation to a claim, it means the first period to be fixed.

'Indemnify' means **the insurer** will reimburse **your** insurance premium for **your** policy.

what is COVERED

1. **The insurer** will pay **your** solicitor's **disbursements**, barrister's fees and **your** opponent's legal costs and disbursements (and **your** opponent's insurance premium if recoverable from **you**) and **the insurer** will indemnify **you** against **your** liability to pay **your** insurance premium for **your** policy:
 - (a) if **you lose**; or
 - (b) if **your claim** is withdrawn by agreement between **LawAssist** and **your** solicitor; or
 - (c) if, after a **Part 36 offer**, **you win** but a court awards **you damages** which are less than the offer to settle.
2. **The insurer** will pay **your** solicitor's **basic charges, disbursements**, barrister's fees and **success fee** and **your** opponent's legal costs and disbursements if **you win**, except in the circumstances set out in 1(c) above, but the court orders that **you** pay part or all of these costs.
3. **The insurer** will pay **your** solicitor's **basic charges, disbursements**, barrister's fees and **success fee** if **you win** but **your** opponent cannot pay what the court orders them to pay.
4. **The insurer** will indemnify **you** against **your** liability, if any, to pay **your** insurance premium for **your** policy if **you win** and cannot recover the premium in full or in part.
5. The most **the insurer** will pay under **your** policy is shown in **your LawAssist** schedule of insurance plus the amount, if any, **you** are liable to pay for **your** insurance premium.

90-days RULE

If **your claim** is withdrawn by agreement between **LawAssist** and **your** solicitor within 90 days of the start of **your** policy:

- (a) **your** policy is then treated as never having come into force;
- (b) **you** will not be liable to pay **your** insurance premium; and
- (c) **LawAssist** will be entitled to reclaim from **you** any payments made under **your** policy.

what is NOT COVERED

1. Any **claim** brought outside England and Wales.
2. Any fees or costs incurred before the start date of **your conditional fee agreement**.
3. **Your** insurance premium for **your** policy if **your** insurance premium is not recoverable from **your** opponent because **you** already have legal expenses insurance that would have covered **your claim**.
4. Fines, penalties, compensation or damages which a court orders **you** to pay.
5. Any **claim** brought or any **claim** that should have been brought under the small-claims track.
6. Any **counterclaim** against **you** or any appeal **you** make against the final judgment or order.
7. Any fees or costs arising from a fraudulent or dishonest **claim**.
8. Any **claim** where **you** may be one of a number of people or businesses involved in a legal action resulting from one or more events arising at the same time or from the same cause which could result in the court making a Group Litigation Order.
9. Any **claim** where **you** take legal action which **LawAssist** or **your** solicitor has not agreed to or where **you** do anything that hinders **LawAssist** or **your** solicitor.
10. Any increased fees or costs arising from any delay or other default by **you** which, in the opinion of **LawAssist** and **your** solicitor, affects the conduct of the **claim**.
11. Any loan interest incurred to pursue **your claim**.
12. Judicial review.

conditions

1. **You** must:
 - (a) keep to the terms and conditions of **your** policy;
 - (b) take reasonable steps to keep any amount **the insurer** has to pay as low as possible;
 - (c) send everything **LawAssist** asks for in writing.
2. (a) **You** are free to choose a solicitor (by sending **LawAssist** a suitably qualified person's name and address) if:
 - (i) **LawAssist** agrees to start legal proceedings and it becomes necessary for a solicitor to represent **your** interests in those proceedings; or
 - (ii) there is a conflict of interest.
- (b) In all circumstances except those in 2(a) above, **LawAssist** is free to choose a solicitor.
- (c) Any solicitor will be appointed by **LawAssist** to represent **you** according to **LawAssist's** standard terms of appointment.
- (d) **LawAssist** will have direct contact with **your** solicitor.

- (e) **You** must co-operate fully with **LawAssist** and **your** solicitor and must keep **LawAssist** up to date with the progress of the **claim**.
- (f) **You** must give **your** solicitor any instructions that **LawAssist** reasonably requires.
- (g) **Your** solicitor must co-operate reasonably with **LawAssist** at all times.
3. (a) **You** must tell **your** solicitor if anyone offers to settle **your claim**.
- (b) If **you** do not accept a reasonable offer to settle **your claim**, the insurer may refuse to pay **your** solicitor's **basic charges, disbursements, barrister's fees and success fee** and to indemnify **you** against **your** liability to pay **your** insurance premium for **your** policy.
- (c) **You** must not negotiate or agree to settle **your claim** without **your** solicitor's approval.
4. If the insurance premium for this policy is recovered in full or in part, **you** must pay it to **LawAssist**.
5. The cover the insurer provides will end at once if:
- (a) **your** solicitor refuses to continue acting for **you** with good reason; or
- (b) **you** dismiss **your** solicitor without **LawAssist's** agreement; or
- (c) **your conditional fee agreement** terminates for whatever reason; or
- (d) **you** stop a **claim** without **LawAssist's** agreement; or
- (e) **you** do not give suitable instructions to **your** solicitor without good reason.
- LawAssist** will then be entitled to reclaim from **you** any payments made under **your** policy.
6. If there is a disagreement about the way **LawAssist** and / or the insurer handles a **claim** that is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help.
7. The insurer will not pay any **claim** covered under any other policy, or any **claim** that would have been covered by any other policy if **your** policy did not exist.
8. **You** must tell **LawAssist** if **you** take out another policy to cover **your claim**.
9. **Your** policy will be governed by English law.
10. If requested by **LawAssist**, **you** must tell **your** solicitor to have costs and expenses taxed, assessed or audited.

Authorised Signatory



Chief Executive Officer

problems

LawAssist and the insurer will always try to give **you** a quality service. If **you** think we have let **you** down, please write to **our** Customer Relations Department at **our** communications office address. Or **you** can phone **us** on 0117 9340066 or email **us** at customerrelations@das.co.uk. Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. They can also be contacted by phone on 0845 080 1800. Their website is at www.financial-ombudsman.org.uk.

(Using this service does not affect **your** right to take legal action.)

You can contact **us** at **our** communications office:

LawAssist

Arundel Court, Park Bottom
Arundel. West Sussex
BN18 0AA

Tel: 01903 883811 Fax: 01903 885611

Email: enquires@lawassist.co.uk Web: www.lawassist.co.uk

LawAssist is a trading name of Amicus Legal Limited
Registered office: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH
Registered in England and Wales. Company Number: 3524185.

DAS Legal Expenses Insurance Company Limited
Registered office: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH
Registered in England and Wales. Company Number: 103274
Amicus Legal Limited and DAS Legal Expenses Insurance Company Limited are authorised and regulated by the Financial Services Authority.

Business Litigation

Conditional Fee Agreement (CFA) after-the event insurance scheme for Business Clients.

- Maximum level of cover of £100k
- Deferred and staged premiums
- Self-insured premium
- Cover for own disbursements (including Counsel fees) and opponent's costs and disbursements
- Part 36 cover
- No assessment fees

Areas of Cover

Prospects of Success must exceed 60% for us to consider a case for cover.

The main areas of cover available under this scheme are:

- Contract Disputes (Goods, Services, etc)
- Professional Negligence (Accountants, Solicitors, Surveyors etc)
- Debt Recovery

Policy Cover

The policy provides the client with cover against Defendant's costs and own disbursements up to the Limit of Indemnity.

The premium is fully indemnified if the case is lost or discontinued. However, in won cases the client agrees to pay up to 50% of their damages towards any unrecovered premium.

This means that your client is guaranteed to retain at least 50% of their damages.

LawAssist business litigation POLICY

This is **your LawAssist** Business Litigation Legal Protection Policy. Along with **your LawAssist** schedule of insurance, **your** policy sets out the terms of **your** insurance cover and when **your** insurance premium is due. The cover under **your** policy is provided by **the insurer**.

Your policy only covers **you** if **you** have agreed to pay **your** insurance premium and **you** have entered into a **conditional fee agreement** for **your claim**.

Your policy and **LawAssist** schedule of insurance attach to **your conditional fee agreement** and operate for the duration of that **agreement**.

The insurance premium due for **your** policy is payable at the end of **your claim** (by court decision or settlement) or if **your** policy ends for any reason.

The level of **your** insurance premium depends on the stage at which **your claim** ends. It is calculated using the formula set out in **your LawAssist** schedule of insurance. The three stages are listed below.

- a Before legal proceedings are issued.
- b From issue of legal proceedings up to stage c.
- c From 14 days before the **trial date**, or the **trial period** if applicable.

Your solicitor will inform **you** of the insurance premium that applies at the start of **your claim**. **You** will be sent written notice of the premium that applies if **your claim** reaches stages b or c above.

The insurer can end cover under this policy if **LawAssist** and **your** solicitor agree that it is more likely than not that **you** will **lose your claim**.

cooling-off PERIOD

You may cancel **your** policy within 14 days of its start date. If **you** do this, **the insurer** will repay any premium **you** have paid within 14 days, but **you** will have to pay for services **LawAssist** has provided for **your claim**.

explanation of WORDS USED

The meaning of words used in **your** policy will be the same as under the **conditional fee agreement**. The following explanations will also help **you** to understand **your** policy.

The insurer, we/us/our

DAS Legal Expenses Insurance Company Limited.

LawAssist

A trading name of Amicus Legal Limited who administers the policy on behalf of DAS Legal Expenses Insurance Company Limited (**the insurer**).

You, your

The business that has taken out this policy.

Conditional fee agreement

An agreement in writing between **you** and **your** solicitor that complies with section 58 of the Courts and Legal Services Act 1990 and any subsequent amendment or replacement law.

Trial date

The first date fixed by the court for the start of the **trial**. If no date has been fixed by the court, the **trial date** is the first day of the **trial period**.

Trial period

This is a period of time fixed by the court within which the **trial** is to take place. If the court fixes more than one such period in relation to a claim, it means the first period to be fixed.

'Indemnify' means **the insurer** will reimburse **your** insurance premium for **your** policy.

what is COVERED

1. **The insurer** will pay **your** solicitor's **disbursements**, barrister's fees and **your** opponent's legal costs and disbursements (and **your** opponent's insurance premium if recoverable from **you**) and **the insurer** will indemnify **you** against **your** liability to pay **your** insurance premium for **your** policy:

- (a) if **you lose**; or
- (b) if **your claim** is withdrawn by agreement between **LawAssist** and **your** solicitor; or
- (c) if, after a **Part 36 offer**, **you win** but a court awards **you damages** which are less than the offer to settle.

2. The insurer will pay your solicitor's **basic charges, disbursements**, barrister's fees and **success fee** and your opponent's legal costs and disbursements if **you win**, except in the circumstances set out in 1(c) above, but the court orders that **you** pay part or all of these costs.
3. The insurer will pay your solicitor's **disbursements** and barrister's fees if **you win** but your opponent cannot pay what the court orders them to pay.
4. The most the insurer will pay under your policy is shown in your **LawAssist** schedule of insurance plus the amount, if any, **you** are liable to pay for your insurance premium.

90-days RULE

If your claim is withdrawn by agreement between **LawAssist** and your solicitor within 90 days of the start of your policy:

- (d) your policy is then treated as never having come into force;
- (e) you will not be liable to pay your insurance premium; and
- (f) **LawAssist** will be entitled to reclaim from you any payments made under your policy.

what is NOT COVERED

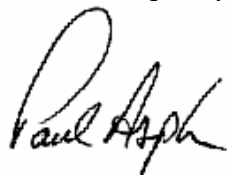
1. Any claim brought outside England and Wales.
2. Any fees or costs incurred before the start date of your conditional fee agreement.
3. Your insurance premium for your policy if your insurance premium is not recoverable from your opponent because you already have legal expenses insurance that would have covered your claim.
4. Fines, penalties, compensation or damages which a court orders you to pay.
5. Any claim brought or any claim that should have been brought under the small-claims track.
6. Any counterclaim against you or any appeal you make against the final judgment or order.
7. Any fees or costs arising from a fraudulent or dishonest claim.
8. Any claim where you may be one of a number of people or businesses involved in a legal action resulting from one or more events arising at the same time or from the same cause which could result in the court making a Group Litigation Order.
9. Any claim where you take legal action which **LawAssist** or your solicitor has not agreed to or where you do anything that hinders **LawAssist** or your solicitor.
10. Any increased fees or costs arising from any delay or other default by you which, in the opinion of **LawAssist** and your solicitor, affects the conduct of the claim.
11. Any loan interest incurred to pursue your claim.
12. Judicial review.

conditions

1. You must:
 - (a) keep to the terms and conditions of your policy;
 - (b) take reasonable steps to keep any amount the insurer has to pay as low as possible;
 - (c) send everything **LawAssist** asks for in writing.
2. (a) You are free to choose a solicitor (by sending **LawAssist** a suitably qualified person's name and address) if:
 - (iii) **LawAssist** agrees to start legal proceedings and it becomes necessary for a solicitor to represent your interests in those proceedings; or
 - (iv) there is a conflict of interest.
 - (b) In all circumstances except those in 2(a) above, **LawAssist** is free to choose a solicitor.
 - (c) Any solicitor will be appointed by **LawAssist** to represent you according to **LawAssist's** standard terms of appointment.
 - (d) **LawAssist** will have direct contact with your solicitor.
 - (e) You must co-operate fully with **LawAssist** and your solicitor and must keep **LawAssist** up to date with the progress of the claim.
 - (f) You must give your solicitor any instructions that **LawAssist** reasonably requires.
 - (g) Your solicitor must co-operate reasonably with **LawAssist** at all times.
3. (a) You must tell your solicitor if anyone offers to settle your claim.
 - (b) If you do not accept a reasonable offer to settle your claim, the insurer may refuse to pay your solicitor's **basic charges, disbursements**, barrister's fees and **success fee** and to indemnify you against your liability to pay your insurance premium for your policy.
 - (c) You must not negotiate or agree to settle your claim without your solicitor's approval.
4. If the insurance premium for this policy is recovered in full or in part, you must pay it to **LawAssist**.
5. If you win but you cannot recover the insurance premium for this policy from your opponent (and it is not indemnified by this policy) you agree to pay your insurance premium out of the damages you recover provided that:

- (a) where **your** insurance premium is greater than or equal to 50% of the **damages you** recover **you** may keep 50% of the **damages**; and
- (b) the legal expenses exclusion (under 'What is Not Covered', number 3) does not apply.
6. The cover **the insurer** provides will end at once if:
- (a) **your** solicitor refuses to continue acting for **you** with good reason; or
- (b) **you** dismiss **your** solicitor without **LawAssist's** agreement; or
- (c) **your conditional fee agreement** terminates for whatever reason; or
- (d) **you** stop a **claim** without **LawAssist's** agreement; or
- (e) **you** do not give suitable instructions to **your** solicitor without good reason.
- LawAssist** will then be entitled to reclaim from **you** any payments made under **your** policy.
7. If there is a disagreement about the way **LawAssist** and / or **the insurer** handles a **claim** that is not resolved through **our** internal complaints procedure, the parties can choose a suitably qualified person to arbitrate. The parties must both agree to the choice of this person in writing. Failing this **LawAssist** will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against a party, the arbitrator will decide how the costs are shared.
8. **The insurer** will not pay any **claim** covered under any other policy, or any **claim** that would have been covered by any other policy if **your** policy did not exist.
9. **You** must tell **LawAssist** if **you** take out another policy to cover **your claim**.
10. **Your** policy will be governed by English law.
11. If requested by **LawAssist**, **you** must tell **your** solicitor to have costs and expenses taxed, assessed or audited.

Authorised Signatory



Chief Executive Officer

problems

LawAssist and **the insurer** will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** communications office address. Or **you** can phone us on 0117 9340066 or email us at customerrelations@das.co.uk. Details of **our** internal complaint-handling procedures are available on request.

You can contact **us** at **our** communications office:

LawAssist

Arundel Court, Park Bottom
Arundel. West Sussex
BN18 0AA

Tel: 01903 883811

Fax: 01903 885611

Email: enquires@lawassist.co.uk

Web: www.lawassist.co.uk

LawAssist is a trading name of Amicus Legal Limited

Registered office: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

Registered in England and Wales. Company Number: 3524185.

DAS Legal Expenses Insurance Company Limited

Registered office: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

Registered in England and Wales. Company Number: 103274

Amicus Legal Limited and DAS Legal Expenses Insurance Company Limited are authorised and regulated by the Financial Services Authority.

16. If Yes, name of insurer

The Proceedings

17. Details of the dispute or incident that has given rise to the Proceedings.

18. Date of incident

19. Date Appointed Representative instructed

20. Est. general damages £

Est. special damages £

21. Minimum acceptable sum £ *(This is the figure which, based on current information, the Proposer feels would represent a realistic settlement)*

22. Current state of proceedings:

(a) Have proceedings been issued? Yes No If Yes, when?

(b) Have proceedings been served? Yes No If Yes, when?

(c) Has defence been received? Yes No If Yes, when?

(d) Please give trial date/window allocated If not allocated, please estimate date

(e) Within which jurisdiction will the dispute be brought?

(f) To what law will the dispute be subject?

(g) Have any settlement offers or payments been received? Yes No If Yes- how much? £

(h) Have you made a settlement offer? Yes No If Yes- how much? £

(i) Have you consulted Counsel regarding this claim? Yes No

If Yes, please give name of Counsel and Chambers

(j) Is an opinion available from Counsel? Yes No If Yes, please forward all advices

(k) Is there a counterclaim in these proceedings? Yes No If Yes, please provide details separately

CASE ASSESSMENT

23. Proposer's Own Costs (estimated up to and including trial)

Solicitor's costs £

Counsel's fees £

Other disbursements incl. expert witness fees £

Total £

Are any of these costs covered by public funding or another insurer? Yes No
If Yes, how much £

24. Opponent's costs and disbursements : What are these are likely to be £

25. Hourly rate being charged to Proposer (not including success fee £

26. Is this rate recoverable on assessment Yes No

27. Have any adverse costs awards been made? Yes No

If Yes, please provide details separately

28. Please give prospects of success (%) 51-59 60-70 71-80 81 or more

29. How has case been funded to date?

Privately By another insurer Public funding CFA from beginning

30. Has the proposer applied for alternative insurance or public funding in this case? Yes No

If Yes, what was the outcome of the application?

THE CONDITIONAL FEE AGREEMENT (if applicable)

31. Please give date of CFA or confirm that a CFA will be entered into if the insurance is granted

32. Please confirm a CFA will be entered into if quote is given

33. What fee, if any, will the Proposer pay you if the case is lost? £

34. Success fee uplift (%)

35. Is Counsel providing his/her services through a CFA? Yes No

FUNDING/PAYMENT (the options available are determined by the type of cover selected)

36. Is the Appointed Representative registered with any lenders?

If Yes, please state:

37. Assured's premium: Cheque Deferred Funded

INSURANCE REQUIRED How much cover is needed?

	Limit of Indemnity (Min £10,000)
CFA	Opponent's Costs and Disbursements
	Own Disbursements
Both Sides Cover	Opponent's Costs and Disbursements
	Own Costs and Own Disbursements
	Is Premium Cover required Yes <input type="checkbox"/> No <input type="checkbox"/>

Total

*Disbursements includes Counsel's Fees and Expert's Fees if not acting on a CFA.

IMPORTANT – ENCLOSURES

Please tick as appropriate

If the following are available they must be enclosed to ensure a full and prompt assessment

- Assessment fee
- Client Statement or Statement of case
- Witness statements
- Substantive correspondence from Opponent/Solicitors/Insurers
- Pleadings
- Counsel's advice re: liability, quantum and limitations (including any adverse opinions)
- Your risk assessment
- All experts' reports (including any adverse reports)

DECLARATION BY PROPOSER

- 1 I declare that I am the Proposer and that, to the best of my knowledge and belief, the statements and particulars in this proposal form (including those provided by the Appointed Representative) are true and complete and no material facts have been misstated or suppressed.
- 2 I undertake to inform the insurer of any material alteration or addition to these statements or particulars which occurs before any contract of insurance based upon this proposal is effected and I acknowledge that this proposal (together with any other information supplied to the insurer) shall be the basis of such a contract.
- 3 I hereby authorise and instruct the Appointed Representative to provide the insurer and any provider of funding with whatever information they may require notwithstanding that such provision may be in breach of privilege and the duty of confidentiality owed to me.
- 4 I have read the notice headed 'Data Protection Act 1998' and hereby agree to the statements and particulars in this proposal form or otherwise supplied by me in connection with the proposed insurance being used in the manner described in that notice.
- 5 If a Policy is issued by the Insurer I/we authorise any payment made under the policy to be made:
 - a) Subject to paragraph 5 b) below, to the Nominated Representative and for the Nominated Representative to discharge my/our liability for costs, disbursements and any other fees incurred in the Proceedings to the Opponent and any other party insofar as any payment made is able to discharge such liability
 - b) In the event that any sums have been loaned to me, pursuant to a personal loan agreement between me and a LawAssist lender, I authorise payment of any sums due to that lender to be made in priority of payment to any other party, in accordance with paragraph 5 a) above.
- 6 I agree to be bound by the terms and conditions of this policy.

Signed Date

Name

DECLARATION BY APPOINTED REPRESENTATIVE

- 1 I declare that I am the Appointed Representative (or a partner in the firm that is the Appointed Representative) and that, to the best of my knowledge and belief, the statements and particulars in this proposal form (including those provided by the Proposer) are true and complete and no material facts have been misstated or suppressed.
- 2 I declare that: (a) in my opinion, the Proposer's current prospects of success in the Proceedings are correctly estimated in this proposal form; (b) my reasonable enquiries confirm that every opponent in the Proceedings is entitled to receive effective insurance or other indemnity for the full value of whatever damages and costs are likely to be awarded against that opponent if the Proceedings succeed; and (c) I am not currently aware of any other fact or situation that would or may:
 - (i) affect the conduct or progress of the Proceedings; or
 - (ii) adversely affect the Proposer's prospects of success in the Proceedings; or
 - (iii) adversely affect the Proposer's prospects of successfully enforcing any judgment in the Proceedings; or
 - (iv) result in the cessation of the Proceedings for any reason.
- 3 I confirm that, if a contract of insurance based upon this proposal is effected for the benefit of the Proposer, I or my firm shall (in the capacity of Appointed Representative) keep LawAssist (in its capacity of the insurer's representative) properly informed of the general progress of the Proceedings and of any offer to settle the Proceedings and immediately notify LawAssist in writing of:
 - (a) the date on which the Proceedings are set down for trial;
 - (b) the date of the trial or trial window;
 - (c) any failure by the Proposer to provide instructions or otherwise co-operate in the conduct of the Proceedings, to comply with all proper and reasonable advice given by the Appointed Representative, or to comply fully with the rules of the court and any order made by the court during the course of the Proceedings;
 - (d) any requirement by the Proposer for the Proceedings to be conducted unreasonably and/or so as to require any unnecessary or excessive expenditure;
 - (e) discovery of any development materially affecting any of the issues addressed by the declaration given at 2 above;
 - (f) the Proposer's stated intention to withdraw my (or my firm's) instructions in relation to the Proceedings.
- 4 If a Policy is issued by the Insurer I/we authorise any payment made under the policy to be made:
 - (a) Subject to paragraph 4 b) below, to the Nominated Representative and for the Nominated Representative to discharge my/our liability for costs, disbursements and any other fees incurred in the Proceedings to the Opponent and any other party insofar as any payment made is able to discharge such liability
 - (b) In the event that any sums have been loaned to me, pursuant to a personal loan agreement between me and LawAssist lender, I authorise payment of any sums due to that lender to be made in priority of payment to any other party, in accordance with paragraph 4 a) above.

Signed

Name

Date

COMPLAINTS PROCEDURE

The proposed insurance:

- is arranged and administered by LawAssist a trading name of Amicus Legal Limited, an independent insurance intermediary, whose registered office is at: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH;
- will be placed with the insurer or insurers identified to you before the insurance is taken out, i.e. in the specimen policy or certificate and/or written quotation provided to you.
- will be the subject of a contract of insurance governed by English law (unless you and LawAssist agree otherwise before the insurance is taken out). LawAssist is authorised and regulated as an insurance intermediary by the Financial Services Authority and is required to have a procedure for the resolution of complaints concerning the insurance products and services that it provides. LawAssist will send you written details of its complaints procedure on request and will do so automatically if you make a relevant complaint. The action you may take will depend on the nature of your complaint, as follows:
- If at any time you have any query or complaint regarding your contract of insurance, or otherwise about LawAssist or any relevant insurer(s), you should in the first instance write (quoting your policy number) to the General Manager at LawAssist, who will refer it to the insurer(s) if either of you considers that to be necessary.
- If you are not satisfied with the way your complaint to or about LawAssist has been dealt with, you may refer it to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR; (telephone 0845 080 1800).
- If you are not satisfied with the way your complaint to or about the relevant insurer(s) has been dealt with, you may refer it to an independent complaints scheme which will be identified to you by the insurer(s) in the policy or certificate issued to you.
- If you pursue your query or complaint with any of the persons or bodies mentioned above, that will not affect your right to have recourse to legal action or to any other remedy open to you.

DATA PROTECTION ACT 1998

The information provided in this proposal form or otherwise in connection with the proposed insurance may be used as necessary by LawAssist and any insurer concerned for the purposes of arranging, underwriting and administering any aspect of that insurance (including any claim that may arise). It may also be necessary for that information to be provided to and used by another person who has a proper interest in that insurance (such as a lawyer, an expert witness or a court) or to someone providing a service to LawAssist, an insurer or an insured person in connection with that insurance. That information may have to be sent outside the European Economic Area for these purposes.

An individual who wishes to see a copy of the information held about him or her for these purposes can request this from LawAssist; a fee will be charged.

About our insurance services

Our regulator

LawAssist is authorised and regulated by the Financial Services Authority. Our FSA Register number is 302975. You can check this on the FSA's Register by visiting the FSA's web site www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

What we are regulated to do

We are permitted to advise, arrange and administer non-investment contracts of insurance.

The service we provide

Any information we provide you with does not constitute advice or a personal recommendation and you agree to make your own choice about how to proceed. We may ask questions to narrow down the selection of products that we will provide information on.

Whose products we offer

We offer products from a range of insurers authorised to provide legal expenses insurance on the basis of a fair analysis of the market.

Financial Services Compensation Scheme

Certain insurance products are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the insurer cannot meet its obligations.

Full details of this scheme are available from the FSCS.

Financial Services Compensation Scheme (FSCS), 7th Floor Lloyds Chamber, Portsoken Street, London E1 8BN.

Telephone: 020 7892 7300, E-mail: enquiries@fscs.org.uk, Website: www.fscs.org.uk