

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

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

1 London Road
Arundel. West Sussex
BN18 9BH

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
1 London Road
Arundel. West Sussex
BN18 9BH

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.